



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA**

April 19, 2017 – 1:30 PM

5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

1. Call to Order
2. Approval of the April 5, 2017 Board Meeting Minutes
3. Public Comment on Non-agenda Items
4. Board Member Announcements
5. General Manager's Report
6. Consent
 - a. Approval of Monthly Financial Reports
 - b. Approval of SMART's Passenger Code of Conduct
 - c. Approve a Resolution to Authorize the General Manger to execute Change Order 011 to Contract CV-BB-15-001 with Maggiora & Ghilotti in the amount of \$33,058.39 for the completion of pedestrian pathway road crossings for the East Cotati Avenue to Golf Course Drive Multi Use Pathway
7. Authorize the General Manager to execute the Memorandum of Understanding between Golden Gate Bridge, Highway and Transportation District and Sonoma-Marin Area Rail Transit District
8. Update regarding Signal System, Positive Train Control and status of Quiet Zone for Marin and Sonoma Counties.
9. Next Regular Meeting Board of Directors, May 3, 2017 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
10. Adjournment

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DOCUMENTS: Documents distributed by SMART for its monthly Board meeting or committee meetings, and which are not otherwise privileged, may be inspected at SMART's office located at 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 during regular business hours. Documents may also be viewed on SMART's website at: www.sonomamarintrain.org. Materials related to an item on this Agenda submitted to SMART after distribution of the agenda packet are available for public inspection at the SMART Office. For information about accessing SMART meetings by public transit, use the trip planner at www.511



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES**

April 5, 2017 - 1:30 PM

5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

1. Call to Order

Chair Fudge called the meeting to order at 1:30 PM. Directors Arnold, Hillmer Lucan, Mackenzie, Phillips, Rabbitt, Russell, Sears and Zane were present. Directors Eddie and Pahre absent.

2. Approval of the March 15, 2017 Board Meeting Minutes

Director Phillips requested that this sentence (on page 3 of 6) of his statement be stricken from the record: (~~He is not sure who the driving for is—the cities or this Board.~~).

MOTION: Director Russell moved approval of March 15, 2017 minutes as noted. Director Arnold second. The motion carries 10-0-0 (Directors Eddie and Pahre absent).

3. Public Comment on Non-Agenda Items

Mike Raymond (Santa Rosa Resident) stated that in the early 1900's the train was operating without issues and public complaints. He is very concerned that the public does not obey the traffic rules at railroad crossings and the still walks on active train tracks. He is not sure how to address a safety message to those that don't understand the consequences. He asked if partial passenger service can start.

4. Board Member Announcements

Director Zane stated that she attended the Strategic Plan Event hosted by the Sonoma County Water Agency located at Airport Blvd near the Rail Operations Center. There are approximately 400 county employees (Human Services Dept., Animal Services Dept., Dept. of Agriculture/Weights & Measures, Child Support Services and the Water Agency) that work in the area and the grade crossing at Airport Blvd. is very unsafe for pedestrians. While she understands that improvements are on the County side. She suggested a shared partnership to come up with a solution to solve the unsafe grade crossing there.

Director Mackenzie stated that the signals at Rohnert Park Expressway connecting the Pathway to the Rohnert Park Platform have been activated and has been very convenient to ride his bicycle to the Rohnert Park City Hall for Council Meetings. He thanked everyone who was involved on this project and looking forward to the grand opening.

5. General Manager's Report

General Manager Farhad Mansourian responded that SMART cannot start partial passenger service.

He responded to Director Zane's comment about the unsafe grade crossing at Airport Boulevard. He said that the County of Sonoma lost its funding for the major improvements near Airport Boulevard crossing.

He announced that the Senate will be considering SB 1 (Beall), and if approved, it will immediately go to the Assembly and possibly be signed by the Governor on Friday, April 7th. The proposed bill is important for the following: 1) Interagency Commuter Rail Fund with \$40M in annual funding; 2) State Transit Assistance Program (3% Diesel Tax); 3) Transit and Intercity Rail Program and 4) Solution for Congested Corridors Program.

He illustrated a recent video that was produced by Rossen Reports – *See How Long It Can Take To Hear The Train Coming (Danger on the Tracks)* that was shown on the Today Show. The link to the video is: <http://www.today.com/video/rossen-reports-update-see-how-long-it-can-take-to-hear-a-train-coming-911815235593>. It has been posted on SMART's Facebook Page.

He introduced Chief Engineer Bill Gamlen who illustrated a few pictures and news videos of the recent landslide near the Puerto Suello Tunnel. He stated that construction shall be completed next week. Presentation can be found on the SMART's website.

He announced that Chief Engineer Bill Gamlen and Senior Engineer John Riley traveled to Los Angeles to receive the Outstanding Bridge in the State of California Project of the Year Award from the American Society of Civil Engineers Region 9 (ASCE) for the Haystack Landing Rolling Bascule Moveable Railroad Bridge.

Comments

Director Phillips asked what the hours of construction at Puerto Suello Tunnel cleanup have been. Mr. Gamlen responded that the contractors have been working long hours up to dark due to the emergency storm repair.

Mr. Mansourian apologized to the residents in the area; however, SMART needed to complete emergency repairs due to the proximity of landslide to the nearby residents for safety reasons. Mr. Phillips suggested informing the community of these recent activities.

Vehicle and Systems Update

Mr. Mansourian stated that SMART's Diesel Multiple Units (DMU) 101 to 114 have been conditionally accepted (Certificate of Conditional Acceptance).

He said that the Mercury News reported that Caltrain fired their contractor who was in charge of constructing a critical new safety system designed to prevent derailments and collisions, saying delays in the project threatened to jeopardize the agency's ability to meet the federally mandated 2018 deadline. This system is Positive Train Control (PTC), which is a very complex system. Also the Sacramento Bee reported that an Amtrak Engineer mistakenly drove a Capitol Corridor train at nearly two times the allowed speed through a track switch near Davis, causing the train to jerk violently and injuring 5 occupants. These are some examples of the complexity of the train system and why PTC is important for SMART.

He reported there are a total of 63 grade crossings in SMART's Initial Operating Segment. Only 8 grade crossings are left to pass testing and are expected to be completed by the end of April, followed by high-speed testing.

Positive Train Control prevents Engineers from exceeding speed restrictions. SMART's Engineers are currently testing the PTC system and had the following results: 1) 25 failures; 2) 901 successes and 3) 1166 total successes need to be completed to be at 100% safe. Mr. Mansourian stated that staff is concentrating on the 25 failures. The failures mean that the Engineers were instructed to violate the speed and the system did not respond immediately and appropriately. We will continue to report progress at your next Board meeting. SMART will not start passenger service until we are 100% safe and FRA approval is received.

Directors' Comments

Director Sears stated that it's great news that SMART staff wants to be 100% safe and thanked staff for continuing to move the project forward.

Director Mackenzie stated that he met with Federal Railroad Administration (FRA) Headquarters staff while he was in Washington DC last month. He was briefed by the Executive Director and Chief Safety Officer nationally and members of the regional office team that have been working on this process. He asked who at FRA can execute all the final approvals for the passenger service. Mr. Mansourian responded that any Executive Administration level staff can give final approval to SMART. Thirteen (13) milestone approvals are still needed, plus SMART will be the first passenger rail service with Positive Train Control. Director Mackenzie emphasized that the FRA has final approval since all passenger train service operates under those regulations.

Director Phillips stated that the City of San Rafael would like Quiet Zones to be established by the start of passenger service. He asked how soon the City ("Applicants") should notify SMART. Mr. Mansourian responded that once the signal systems and PTC is

ready and approved by the FRA, staff will notify the cities and Sonoma and Marin counties that they can file their Quiet Zone Notifications.

Director Zane asked for clarification of the 25 failures. Mr. Mansourian responded that there are many factors that contributed to the failures. For example the software, hardware, and the train control technology that is being tested in various areas of the right-of-way. Also, SMART Engineers are being instructed to force the system to fail in order to correct known issues prior to start of service. Director Zane asked if there's another rail agency using the same system successfully. Mr. Mansourian responded that SMART will be the first rail agency using PTC in a new Passenger Service. He acknowledged Aaron Parkes and Lisa Cobb for their hard work.

Director Phillips asked for the status of the shunting issue. Mr. Mansourian responded that the majority of the areas has been resolved; however, there's on crossing in the middle of a cow pasture along the right-of-way that still causing shunting issue. The problems appears to be the flow of environmental effects on the rail that acts as insulator of the wheels and rail.

Public Comments

Jack Swearingen asked for the cost of the landside repair near the Puerto Suello Tunnel and Positive Train Control.

Chair Fudge lastly stated that the information provided above is very helpful and demonstrates SMART being transparent in completing the project.

6. Approval of the SMART's Passenger Code of Conduct

Chief of Police Welch stated that during the May 4, 2016, Board of Directors workshop a draft Code of Conduct was presented to your board for discussion and suggestions. The comments were reviewed and incorporated into the Code of Conduct that's before you for approval.

The Code of Conduct is general etiquette-behavior rules, very standard with other transit agencies. This is a guide document for appropriate behavior on-board, and intended to provide for the safety and security of transit passengers.

Some of the incorporated changes include the clarification of "Cell Phone" usage, a broader definition of "Ticket" to allow for mobile tickets and adding pants to the required "Attire."

Directors' Comments

Director Russell suggested the following: 1) inform the public of the document; 2) provide Spanish translation; 3) add "consume" to the Alcohol section; 4) clarify wording "Attire" and "Food" section; 5) specify "peak hours"; 6) change the word elderly to "seniors"; 7)

add a section to report a problem, emergency and lost-n-found.

Director Mackenzie stated that he has observed behavior on Golden Gate Bus and the correction to the Cell Phone usage was properly incorporated. He suggested clarifying the luggage overall weight limit. Mr. Mansourian responded that it's a structural weight limit that was designed for the train's overhead compartment.

Director Lucan suggested correcting minor spelling errors in the "Children" and "Drinking and Eating" section.

Director Phillips suggested eliminating peak hours wording from "Seats" section.

Director Zane suggested the following: 1) including "concealed weapon permit are not allowed" to the "Weapons" section; 2) including "talking on cell phones is discouraged"; 3) add the Dept. of Transportation website for hazardous materials list; and 4) change wording to read No person shall loiter on SMART owned property... in "Loitering" section.

Director Mackenzie read the GGB Bus Code of Conduct section that stated "keep cell phone conversations to a minimum."

Director Hillmer asked if the Engineer/Conductors are the enforcers of the Code of Conduct rules and what are the consequences. Ms. Welch responded that your Board approved an Ordinance that outlines violations. Also, on-board the train the Engineers will have responsibility to check fares and make sure everyone is safe. Director Hillmer asked for an example of unapproved solicitors. Ms. Welch responded a person selling newspapers and food on the platforms as an example.

Director Russell suggested adding to the Code of Conduct document that the public is not to interfere with the Engineer/Conductor's doors. Also, do we need to inform the public "don't stick head out the window."

Chair Fudge stated that the Town of Windsor has a rule "don't create too many no's" because it creates an unfriendly atmosphere and some are obvious. She would err on the side of writing conduct rules that are most important.

Director Mackenzie asked if Department of Homeland Security will give safety alert levels to SMART in an event of a crisis. Ms. Welch responded we don't anticipate receiving any alerts; however, after the crisis in Russia, SMART was contacted by State Agencies reconfirming if safety officers were needed.

Public Comments

Tom Brandon asked if sandals/flip flop shoes will be allowed.

Steve Birdlebough suggested clarifying the language in the "Alcohol" section.

Howard Long (Novato Resident) stated that his assumption of commuter rails is for commuters to get to and from work, and in that context SMART needs to be cautious in placing restrictions on business travelers. Also, one of the attractions for using SMART's train to get to work is that you can be very productive.

Mr. Mansourian said that at the May 4, 2016 Board of Directors Workshop the public and your board made comments and suggestions which have been incorporated into the document. The Code of Conduct document does not cover every safety and security measure. The next step is to incorporate comments/suggestions received and place on the consent calendar for your consideration at the next board meeting.

Lastly, Chair Fudge recommended that staff work with Director Russell and herself to review and finalize the Code of Conduct document before the next Board of Directors meeting.

7. Authorize General Manager to Execute Agreement with Parkmobile, LLC, for a Charge-to-Park Pilot Program and Consider Parking Rates for SMART's Lots

Chief of Police Welch gave a brief overview of the program. She stated that SMART owns park-and-ride lots in Marin and Sonoma Counties and is currently negotiating parking spaces at the Marin County Civic Center Station. The ability to charge a nominal fee for parking in our lots will deter non-commuters from utilizing the space needed by SMART riders and provide another tool to identify vehicles left overnight or for extended periods of time.

This is an alternative option for paid parking. With this system, customers register for free and can then use the internet, toll-free telephone service or simply download the mobile smartphone "App." Currently, Golden Gate Bridge Transit uses this system and is very happy with the program.

The recommendation today, is for the General Manager to execute an agreement with Parkmobile for an 18-month pilot demonstration program. During this period, SMART will provide your Board with updates. Also, to approve the \$2.00 daily cost and \$20 monthly cost schedule.

Lastly, the proposed pilot demonstration program, SMART will pay Parkmobile the following fees:

- Customers using Mobile App per transactions: \$0.45
- Customers using Web page per transaction: \$0.50
- Customers buying Monthly Permit: \$1.00

Directors' Comments

Director Lucan asked when parking fees will start, and if SMART will begin charging for parking during the free introductory period. Mr. Mansourian responded that parking fees

will commence at the start of passenger service. Also, it's the Board's decision when parking charges shall begin. Director Lucan suggested charging for parking at the time passenger service fares start.

Director Arnold suggested charging for parking at the start of passenger service "free-introductory period."

Director Rabbitt stated the only way to control SMART-owned parking lots is to implement parking fares; indicate what the enforcement will be, and provide an estimated revenue cost. Ms. Welch responded that the Code Compliance Officers will be responsible for monitoring the parking areas. This system has the ability for management to have a different "App" and verify payments in parking locations. Ms. McGrath responded that the revenue collected can cover some of enforcement staff cost.

Director Mackenzie stated that State Farm Parking lot is being used as an overflow parking area for the apartment complex across the street. He suggested having this system in place at commencement of passenger service.

Director Russell likes the idea of starting parking fees at the start of passenger service.

Director Lucan asked if the parking violations fees have been established. Ms. Welch responded that an Ordinance was approved by your Board with violation fees. Director Lucan mentioned that ridership is being encouraged and having a grace period will be helpful.

Mr. Mansourian thanked the board for the suggestions and comments. Perhaps, at the start of passenger service "free introductory period" the public gets educated and proper warnings are issued to enforce the parking fees.

Director Zane stated that limited parking is available and charging for parking is necessary from the start of passenger service. She suggested having proper signage in all parking lots.

Chair Fudge suggested having a grace period with warnings for violators.

MOTION: Director Arnold moved approval to Authorize General Manager to Execute Agreement with Parkmobile, LLC, for a Charge-to-Park Pilot Program and Consider Parking Rates for SMART's Lots and Start Parking Fee Structure (\$2.00 daily cost; \$20 monthly cost) at the commencement of passenger service. Director Zane second. The motion carried 10-0-0 (Directors Eddie and Pahre absent).

8. Approval of the SMART's Parking Lot Regulations and Enforcement

Chief of Police Welch mentioned that SMART owns and is responsible for parking lots in

both Marin and Sonoma Counties and is currently negotiating parking spaces at the Marin County Civic Center Station. Over the last few months with the completion of parking lot construction, we have observed an increased use of our parking lots for purposes other than SMART.

We are recommending the following special conditions for SMART-owned parking lots:

1. Commuter Parking Only.
2. No Parking from 12am (midnight) to 4am to prevent overnight parking.
3. Vehicles shall not be parked outside of designated parking spaces or left in excess of 72 hours and will be towed at owner's expense.
4. Paid parking required (Upon Arrival of Parking Fee Structure).

These are very standard special rules that can be modified at further date if necessary.

Public Comments

Tom Brandon mentioned that you can leave your car overnight at the Marin County Parking lots when taking the Golden Gate Ferry.

Steve Birdlebough stated that the excess of 72 hours conflicts with the No parking from 12am (midnight) to 4am clause.

Bettina O'Brien suggested adding signs that read "train passenger parking."

MOTION: Director Rabbitt moved Approval of the SMART's Parking Lot Regulations and Enforcement. Director Russell second. The motion carried 10-0-0 (Directors Eddie and Pahre absent).

9. Approve a Resolution requesting allocation of \$13,275,000 in Regional Measure 2 Bridge Toll Funds for the Downtown San Rafael to Larkspur Rail Extension Project.

Programming and Grants Manager Joanne Parker gave a brief overview of the project. She stated that the resolution will authorize an allocation request of \$13,275,000 in Regional Measure 2 Bridge Toll Funds for the Downtown San Rafael to Larkspur Extension Project to be submitted to the Metropolitan Transportation Commission (MTC) for approval at the April 2017 Programming and Allocation Committee meeting.

Directors' Comments

Director Mackenzie stated that this item will be considered at the MTC Programming and Allocation Committee this month.

MOTION: Director Arnold, Approve a Resolution requesting allocation of \$13,275,000 in Regional Measure 2 Bridge Toll Funds for the Downtown San Rafael to Larkspur Rail Extension Project. Director Sears second. The motion carried 10-0-0 (Directors Eddie and Pahre absent).

Chair Fudge adjourned the Board to closed session at 3:20PM to discuss the following:

10. Closed Session

- a. Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property: Sonoma-Marín Area Rail Transit District
Santa Rosa Property Located at 2 W 3rd Street and 34 W 6th Street
APN(s): 010-171-019 and 010-166-003
Negotiating Parties: Farhad Mansourian – ROEM Corporation

- b. Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property: Railroad Right-of-Way Spur commencing at Mile Post 39.1 and located on or about 368 and 402 Petaluma Boulevard, Petaluma, CA
Negotiating Parties: Farhad Mansourian – The Spanos Corporation (TSC)

- c. Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property/Segment(s):
Francisco Blvd West between Rice Drive and Second Street, San Rafael
APN(s): 013-041-44/52/55/49; 013-021-35 and 011-279-04 (ROW)
Negotiating Parties: Farhad Mansourian – City of San Rafael

APN(s): 011-279-03 Second St., 018-141-03 by Hwy. 101, San Rafael, 018-191-07, 300 Larkspur Landing Circle, Larkspur
Negotiating Parties: Farhad Mansourian – Gold Gate Bridge Highway and Transportation District

APN(s): 013-051-49; 013-041-54/53/56 at Rice Drive, San Rafael
Negotiating Parties: Farhad Mansourian – Bacci

APN(s): 013-041-48, Right-of-Way Francisco Boulevard West and Rice Drive, San Rafael
Negotiating Parties: Farhad Mansourian – State of California Department of Transportation

APN(s): 013-021-24, 250 Francisco Boulevard West, San Rafael
Negotiating Parties: Farhad Mansourian – Miller

APN(s): 013-021-03, 240 Francisco Boulevard West, San Rafael
Negotiating Parties: Farhad Mansourian – JBR San Rafael LLC.

Address: SMART Right-of-Way at San Rafael/Larkspur, Mile Post 17-14.7
Negotiator: Farhad Mansourian

11. Report Out of Closed Session

Chair Fudge reported out of closed session at 4:26 PM on the following:

- a. Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property: Sonoma-Marín Area Rail Transit District
Santa Rosa Property Located at 2 W 3rd. Street and 34 W. 6th Street
APN(s): 010-171-019 and 010-166-003
Negotiating Parties: Farhad Mansourian – ROEM Corporation
Report Out: Direction given to staff.

- b. Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property: Railroad Right-of-Way Spur commencing at Mile Post 39.1 and located on or about 368 and 402 Petaluma Boulevard, Petaluma, CA
Negotiating Parties: Farhad Mansourian – The Spanos Corporation (TSC)
Report Out: Direction given to staff.

- c. Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property/Segment(s):
Francisco Blvd West between Rice Drive and Second Street, San Rafael
APN(s): 013-041-44/52/55/49; 013-021-35 and 011-279-04 (ROW)
Negotiating Parties: Farhad Mansourian – City of San Rafael

APN(s): 011-279-03 Second St., 018-141-03 by Hwy. 101, San Rafael, 018-191-07, 300 Larkspur Landing Circle, Larkspur
Negotiating Parties: Farhad Mansourian – Gold Gate Bridge Highway and Transportation District

APN(s): 013-051-49; 013-041-54/53/56 at Rice Drive, San Rafael
Negotiating Parties: Farhad Mansourian – Bacci

APN(s): 013-041-48, Right-of-Way Francisco Boulevard West and Rice Drive, San Rafael
Negotiating Parties: Farhad Mansourian – State of California Department of Transportation

APN(s): 013-021-24, 250 Francisco Boulevard West, San Rafael
Negotiating Parties: Farhad Mansourian – Miller

APN(s): 013-021-03, 240 Francisco Boulevard West, San Rafael
Negotiating Parties: Farhad Mansourian – JBR San Rafael LLC.

Address: SMART Right-of-Way at San Rafael/Larkspur, Mile Post 17-14.7
Negotiator: Farhad Mansourian
Report Out: Direction given to staff.

10. Next Regular Meeting Board of Directors, April 19, 2017 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
11. Adjournment – Meeting adjourned at 4:27PM

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____



Debora Fudge, Chair
Sonoma County Mayors and
Councilmembers Association

Kathrin Sears, Vice Chair
Marin County Board of Supervisors

Judy Arnold
Marin County Board of Supervisors

Jim Eddie
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Jake Mackenzie
Sonoma Mayors and Councilmembers
Association

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Carol Russell
Sonoma Mayors and Councilmembers
Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

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April 19, 2017

Sonoma-Marín Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Monthly Financial Reports

Dear Board Members:

RECOMMENDATION: Receive Reports

SUMMARY:

As of March 31, SMART ended the month with an unrestricted cash balance of \$56,872,208 and bond fund investments totaling \$28,012,891. Gross Sales Tax Revenue received through the month of March is \$22,217,304 which is still on target for meeting the Fiscal Year budget. Spending is currently below overall budgetary authority as approved by the Board.

Very truly yours,

Erin McGrath
Chief Financial Officer

Attachment(s): Monthly Financial Reports
Contract Summary

SMART
Monthly Financial Report
As of March 2017

	FY 2016-17 Budget	YTD Actuals	Remaining Budget
Revenues			
Sales/Use Taxes	36,286,248	22,217,304	14,068,944
Interest Earnings	377,500	352,031	25,469
Rent - Real Estate	487,197	345,503	141,694
Federal - FHWA	1,619,924	1,099,969	519,955
Other Governments	2,478,177	2,109,752	368,425
Measure M	350,000	5,240	344,760
MTC - RM2	8,436,937	1,349,153	7,087,784
Fare Revenue	1,976,000	-	-
Charges For Services	30,000	43,986	-
State Grants	2,104,500	8,071	2,096,429
Federal FTA Funds	5,533,042	365,696	5,167,346
Miscellaneous Revenue	60,000	326,690	-
Revenue Total	59,739,525	28,223,395	29,820,806
Expenditures			
Administration			
Salaries & Benefits	4,199,937	2,896,168	1,303,769
Services & Supplies	6,612,101	3,558,400	3,053,701
Other Charges	18,791,927	7,658,973	11,132,954
Machinery & Equipment	64,635	37,849	26,786
	<u>29,668,600</u>	<u>14,151,391</u>	<u>15,517,210</u>
Capital			
Salaries & Benefits	1,196,770	745,696	451,074
Services & Supplies	431,266	188,442	242,825
Other Charges	138,177	62,636	75,542
Land	388,500	301,809	86,691
Machinery & Equipment	22,864,796	1,681,541	21,183,255
Infrastructure	31,753,174	16,961,048	14,792,126
Intangible Assets	2,000	2,000	-
	<u>56,774,683</u>	<u>19,943,171</u>	<u>36,831,513</u>
Operations			
Salaries & Benefits	11,086,865	6,634,653	4,452,212
Services & Supplies	5,230,006	2,022,143	3,207,862
Buildings & Capital Improvements	2,830,718	844,998	1,985,720
Appropriations for Contingencies	492,290	-	492,290
	<u>19,639,878</u>	<u>9,501,794</u>	<u>10,138,084</u>
Expenditure Total	106,083,162	43,596,355	62,486,806

Investment Report

	As of March 2017
Bond Reserve Fund	
Sonoma County Treasury Pool	17,072,500
Interest Fund	
Sonoma County Treasury Pool	4,812,294
Project Fund	
Sonoma County Treasury Pool	273,950
Principal Fund	
Sonoma County Treasury Pool	5,854,147
SMART Fund Balance	
Bank of Marin	13,203,215
Sonoma County Treasury Pool	43,668,994
	84,885,100



Contract Summary

Active Contracts as of March 31, 2017

Contractor	Scope	Fiscal Year 16-17 Projected	Fiscal Year 16-17 Actuals-To-Date
Adobe Associates Inc.	Real Property Support Services	\$12,000	\$0
A.J. Janitorial Service	Janitorial Services at ROC, Fulton, and Roblar	\$22,149	\$12,915
Alcohol & Drug Testing Services, LLC	DOT Drug and Alcohol Testing	\$24,875	\$9,324
Alliant Insurance Services	Insurance Brokerage & Risk Management Services	\$69,000	\$0
Aramark Uniform Services	Employee Uniform Provider and Cleaning Service	\$17,987	\$3,169
Area West Environmental, Inc	Environmental Compliance Support Services	\$50,000	\$20,856
Barbier Security Group	Security Guard/Patrol Services	\$69,000	\$41,857
Bender Rosenthal, Inc.	Real Estate Support Services for Larkspur Extension	\$223,780	\$45,773
Bernadette Lambert	Right of Way Acquisition Legal Services	\$4,500	\$0
Bettin Investigations	Background Investigations	\$15,000	\$7,318
Big Cat Advertising	Digital Advertisement Services	\$18,000	\$13,500
BKF Engineers Inc.	Real Property Support Services	\$10,000	\$0
Burke, Williams & Sorensen, LLP	Litigation Support Services	\$150,000	\$103,267
Cal Accessibility, Inc.	ADA Compliance Support Services for CP4	\$25,000	\$6,636
Cascade Healthcare Services	AED Program Management	\$1,750	\$1,750
Century Urban	Real Estate Advisory Services	\$18,513	\$14,138
Certified Employment Group	Temporary Staffing Services	\$40,000	\$28,229
CIH Services Inc.	Industrial Hygiene Testing and Related Services	\$12,000	\$7,737
Coates Field Service, Inc.	Real Estate Acquisition and Relocation Services	\$25,000	\$6,818
Conservation Corps North Bay	ROW Maintenance & Weed Abatement	\$40,000	\$0
CSW/Stuber-Stroeh Engineering Group	Real Property Services	\$18,000	\$0
David Rzepinski & Associates	Transit Market, Fare Analysis, Coordination	\$35,000	\$12,644
David Tattersall & Co.	Real Estate Appraisal Services	\$10,000	\$0
David Tattersall & Co. Real Estate Advisory Service	Real Estate Appraisal Services for Larkspur Extension	\$42,000	\$16,000
Dennis Walther	Electrical Service Design Review	\$5,200	\$5,200
Dr. Mark Clementi	Pre-Employment Psychological Evaluations	\$34,250	\$17,125
Empire Cleaners	Uniform Dry-Cleaning, Laundering, and Related Services	\$8,465	\$1,127
Emtec Consulting Services, LLC	Oracle Accounting System Support Services	\$64,761	\$47,128
ePath Learning, Inc.	Cloud-Based Training / Learning Management Software	\$6,000	\$6,000
George Hills Company, Inc.	Third Party Claims Administration Services	\$21,400	\$3,145
GHD, Inc.	SWPP Compliance, AutoCAD Management, Traffic and Hydraulic Analysis for CP4	\$168,778	\$65,288
GP Crane & Hoist Services	Cal/OSHA Crane Inspection Services	\$900	\$450
Granicus, Inc.	Media Streaming & Internet Broadcasting Services	\$8,000	\$5,895
Hanson Bridgett LLP	Legal Services	\$120,000	\$91,192
Holland Company	Testing and Measuring Track Geometry, Track Strength, Rail Profile, and Related Services	\$24,000	\$24,000
Hulcher Services, Inc.	Derailment & Hazmat Services	\$40,000	\$0
ICF Jones & Stokes, Inc.	Environmental Permitting Management and Support Services	\$210,000	\$170,656
Intellectrac, Inc.	Internet/Cellular Tower Maintenance Services	\$35,750	\$24,791
Intelligent Technology Solutions, Inc.	Maximo MMS Implementation and Support Services	\$314,857	\$274,759
Interwest Consulting Group	Acquisition and Relocation Services	\$3,749	\$1,330
Irwin Inc.	Construction Contract Document Preparation	\$20,000	\$0
James Flageollet	Legal Services	\$129,180	\$104,438
John Zanzi	Fire and Life Safety Planning	\$20,000	\$7,476

Contractor	Scope	Fiscal Year 16-17 Projected	Fiscal Year 16-17 Actuals-To-Date
Kathy Wood & Associates	Acquisition and Relocation Services	\$36,252	\$0
Krebs Construction Services, Inc	Project Cost Management Services	\$30,000	\$683
Kurland Digital	Website Hosting and Support Services	\$700	\$0
LTK Engineering Services	Vehicle and Systems Design and Construction Management Services	\$2,894,583	\$1,232,552
Macias Gini & O'Connell LLP (MGO)	Financial Audit Services	\$44,401	\$44,401
Maggiore & Ghilotti, Inc.	Non-Motorized Pathway E. Cotati Ave to Golf Course Drive	\$1,136,896	\$1,103,576
Managed Health Network	Employee Assistance Program (EAP) Services	\$1,910	\$932
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$135,000	\$0
MGrodner, LLC	Project Management Services	\$50,000	\$41,533
Moore Iacofano Goltsman, Inc.	Marketing Implementation and Website Design	\$39,500	\$34,725
Nelson\Wygard Consulting Associates, Inc.	Bicycle Parking Investment Plan	\$2,351	\$2,351
Netspeed Solutions, Inc.	Avaya IP Office Support and Professional Services at Roblar	\$10,823	\$10,815
Netspeed Solutions, Inc.	Avaya IP Office Support and Professional Services at Petaluma, ROC, and MOW	\$5,300	\$5,300
Netwoven Inc.	Design Information Architecture for Document and Project Management Technology	\$62,664	\$45,839
North Bay SAP Services	Substance Abuse Professional Services	\$5,000	\$0
Nossaman LLP	Legal Services - Railroad Regulatory Issues & Transit D-B Projects	\$201,955	\$131,631
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$21,950	\$8,630
Oracle	Fusion Enterprise Resource Planning (ERP) Software & Hosting Services	\$47,880	\$35,910
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$19,600	\$18,250
Paychex, Inc.	Payroll Processing Services	\$21,632	\$16,563
PGH Wong Engineering	Construction Management Support Services	\$84,004	\$69,263
Platinum Advisors, LLC	State Legislative Advocacy Services	\$120,000	\$80,000
Portola Systems, Inc.	SMART Station Network Configuration Services	\$269,904	\$255,144
Public Financial Management, Inc.	Financial Advisory Services	\$5,000	\$0
Public Financial Management, Inc.	Arbitrage Rebate Compliance Services	\$2,000	\$0
RailPros, Inc.	Professional Engineering Services for Larkspur Extension	\$761,653	\$594,835
Reforestation Services, Inc.	Vegetation Control Services	\$23,206	\$20,579
SenPro of Lake Mendocino and Sonoma County	Biohazard Clean-Up and Hazmat Services	\$24,360	\$0
Shimmick Construction Co, Inc.	D/B Construction of IOS2, Haystack, OMF, Station Finishes and Pathway	\$6,477,965	\$4,122,296
SPTJ Consulting	Network Infrastructure, Security, Migration and Setup Services	\$389,880	\$149,040
Stacy and Witbeck/Herzog, JV	Design/ Build Construction of Civil, Track & Structures Improvements of IOS-1	\$10,862,435	\$9,536,869
State Water Resources Control Board	Mira Monte Site Cleanup Program	\$6,400	\$3,582
Steve Taylor Excavation	Vehicle Detector Loop Installation Services	\$6,923	\$0
STV, Inc.	On-Call Railroad Bridge Inspection Services	\$100,000	\$77,643
Sumitomo Corporation	Manufacture & Delivery of Vehicles	\$20,843,756	\$621,966
Summit Signal, Inc.	Emergency Call-Out Services for Track and Signals	\$70,000	\$26,960
Summit Signal, Inc.	ISTEA - Constructing Black Point Bridge Automation Project	\$194,250	\$194,250
Summit Signal, Inc.	Track and Signal Inspections	\$85,110	\$76,896
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$9,900	\$9,900
The GBS Group	Internet Connectivity (Wi-Fi) for SMART Trains	\$1,090,348	\$636,442
Utah Transit Authority	DMU Wheel Truing Services	\$3,262	\$0
Van Scoyoc Associates	Federal Legislative Advocacy Services	\$54,000	\$28,000

Contractor	Scope	Fiscal Year 16-17 Projected	Fiscal Year 16-17 Actuals-To-Date
WBE Xentrans, Inc.	Design and Installation of Security Equipment DMU WiFi Development Services	\$207,072 \$54,090	\$167,210 \$54,090
	Totals	\$48,702,759	\$20,660,587

*Actuals-To-Date includes invoices that have been approved as of March 31, 2017, but may not have been processed in SMART's Financial System.



April 19, 2017

Debora Fudge, Chair
Sonoma County Mayors and Councilmembers Association

Kathrin Sears, Vice Chair
Marin County Board of Supervisors

Judy Arnold
Marin County Board of Supervisors

Jim Eddie
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
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Shirlee Zane
Sonoma County Board of Supervisors

Sonoma-Marín Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Passenger Code of Conduct

Dear Board Members:

RECOMMENDATION:
Approve the recommended SMART Passenger Code of Conduct.

SUMMARY:
The Code of Conduct has been updated to respond to input received at your last Board meeting as well as input from Directors Fudge and Russell subsequent to the meeting. The Code of Conduct is created to provide general guidelines and basic etiquette for our riders.

Once approved, this Code of Conduct will be posted on our website and inside each train car.

FISCAL IMPACT: None

REVIEWED BY: Finance  [] Administration _____
[] Counsel _____ [] Engineering _____
[] HR _____ [] other _____

Farhad Mansourian
General Manager

5401 Old Redwood Highway
Suite 200
Petaluma, CA 94954
Phone: 707-794-3330
Fax: 707-794-3037
www.sonomamarintrain.org

Very truly yours,

Jennifer Welch
Chief of Police

Attachment(s): SMART's Passenger Code of Conduct

Code of Conduct

The policies contained in the following Code of Conduct help ensure that you and other SMART passengers always enjoy a safe and pleasant journey. Please read and follow them.

- **Alcohol:** Possession of an open container containing an alcoholic beverage or consumption of alcoholic beverages is strictly prohibited on all SMART vehicles, at all SMART Facilities, and on SMART property. This shall not apply to alcohol purchased and consumed on-board a SMART train.
- **Attire:** Appropriate attire required at all times.
- **Behavior:** No loud, profane, threatening or disruptive speech.
- **Bikes:** Allowed on all trains. One bike per passenger. Must be stored in specific areas as space permits.
- **Boarding:** Be prepared to board and disembark promptly.
- **Cell Phones:** Use of cell phones or electronic equipment is allowed as long as it does not disturb other passengers. Please keep cell phone conversations to a minimum.
- **Children:** Must be supervised. Strollers should be folded and clear of the aisle way.
- **Doors:** Do not lean on, block or hold open doorways.
- **Drinking and eating:** Consumption of food/drink is permitted on trains only. Provided it is in a manner that does not damage SMART equipment, leave litter or create a disruption to other passengers.
- **Hazardous Materials:** With the exception of oxygen for personal medical use, materials considered as hazardous by the U.S. Department of Transportation are not permitted on trains and platforms.
- **Hover Boards:** Battery powered, wheeled, personal transport devices, commonly known as and commercially marketed as "hover boards" cannot be transported on SMART trains, or property.
- **Loitering:** No person shall loiter on SMART owned property and trains without the authorization of SMART.
- **Luggage, and Other Belongings:** Passengers' belongings must not block seats, aisles, doorways or exits. Overhead luggage should not exceed 25lbs in overall weight.
- **Music or audio:** Only allowed through headphones that cannot be heard by other passengers.
- **No Smoking:** Smoking any material via any means, including: cigarettes; cigars; pipes; electronic cigarettes; marijuana, and vaporizers ("vapes") which permits inhaling and/or exhaling smoke, vapors, or mists is not permitted on any SMART vehicle, at any SMART Transit Facility, or on SMART property.

- **Personal shopping carts:** Must fit between the seats and not extend into the aisle, block walkways and exits, or take up a separate seat space.
- **Seats:** Please respect seating for other passengers. “NO FEET ON THE SEATS.” Each passenger may only occupy ONE seat. By law, seniors and passengers with disabilities get first access to priority seats.
- **Service Animals & Pets:** Service animals are animals that are individually trained to perform tasks for people with disabilities. Service animals may travel on vehicles, subject to the following conditions:
 - Must remain on a leash or harnessed except when performing work or tasks where such tethering would interfere with the animal’s ability to perform.
 - Must remain under the owner’s control and not pose a direct threat to the health or safety of others.
 - Must remain in a down or sit position.
- **Pets:** Small pets allowed only in proper enclosed pet carriers. The carrier must be on the floor/lap and not on a seat.
- **Soliciting:** Is not permitted.
- **Tickets:** Paid fare required in “fare paid zones” on platforms and on trains.
- **Weapons:** Are not allowed.

Violation of any of these rules can result in arrest, fine, refusal of service, and/or ejection from the system.

Need to report an issue? Call our Customer Service desk at 511



April 19, 2017

Sonoma-Marin Area Rail Transit Board of Directors
 5401 Old Redwood Highway, Suite 200
 Santa Rosa, CA 94954

SUBJECT: Authorize the General Manger to execute Change Order 011 to Contract CV-BB-15-001 to construct crossing improvements for the East Cotati Avenue to Golf Course Drive Multi-Use Pathway.

Dear Board Hillmers:

RECOMMENDATION:

Approve Resolution No. 2017-02 authorizing the General Manager to execute Change Order No. 011 to Contract No. CV-BB-15-001 with Maggiora and Ghilotti Inc., in the amount of \$33,058.39 for the completion of pedestrian pathway road crossings for the East Cotati Avenue to Golf Course Drive Multi Use Pathway for a total not-to-exceed contract amount of \$3,089,214.37, and add an additional three (3) months of time to the contract duration.

SUMMARY:

This Change Order 011 addresses unanticipated electrical connection work for the pedestrian crossings for the pathway segment from Golf Course Drive to East Cotati Avenue. This is the final portion of work to complete the signalization of the pathway street crossings. This work is completely funded through One Bay Area Grant programmed by the Sonoma County Transportation Authority, the Metropolitan Transportation Commission, and the California Transportation Commission.

The original pathway plans for this segment of pathway construction envisioned using existing roadway crossings located approximately 225 feet away from the track location. Review of the crossings during construction by the California Public Utilities Commission concluded that this roadway crossing solution was not acceptable and signalized pedestrian crossings have been added at the pathway location to cross Southwest Boulevard and East Cotati Avenue.

Debora Fudge, Chair
 Sonoma County Mayors and Councilmembers Association

Kathrin Sears, Vice Chair
 Marin County Board of Supervisors

Judy Arnold
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Farhad Mansourian
 General Manager

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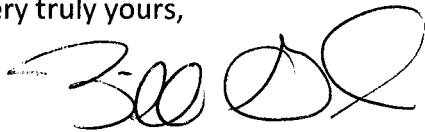
Thus, in order to fully integrate the pathway with the adjoining streets, staff issued a change notice to Maggiora & Ghilotti Construction requesting a price proposal to complete the pedestrian pathway crossing signalization. The contractor provided a detailed cost proposal that was reviewed by SMART staff. Our negotiations with the contractor resulted in a mutually agreed upon price of \$33,058.39 for the work and a three-month time extension to the contract to complete the work.

We recommend authorizing the General Manager to execute Change Order 011 to our contract with Maggiora & Ghilotti Inc., in the amount of \$33,058.39 for the completion of the pathway crossing signalization for the Golf Course Drive to East Cotati Avenue Multi Use Pathway for a total not-to-exceed amount of \$3,089,214.37, with a three-month time extension to the contract.

FISCAL IMPACT: None. Grant funds are available for the amendment.

REVIEWED BY:	<input checked="" type="checkbox"/>	Finance 	<input type="checkbox"/>	Administration _____
	<input type="checkbox"/>	Counsel _____	<input type="checkbox"/>	Engineering _____
	<input type="checkbox"/>	HR _____	<input type="checkbox"/>	Other _____

Very truly yours,



Bill Gamlen, P.E.
Chief Engineer

cc: Erin McGrath

Attachment(s): Resolution No. 2017-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING A CHANGE ORDER TO CONTRACT NO. CV-BB-15-001 RELATED TO THE CROSSING IMPROVEMENTS FOR THE EAST COTATI AVENUE TO GOLF COURSE DRIVE MULTI USE PATHWAY.

WHEREAS, District entered into Contract No. CV-BB-15-001 with Maggiora & Ghilotti, Inc. for construction of non-motorized pathway between East Cotati Avenue and Golf Course Drive; and

WHEREAS, Contract Change Order No. 011 provides for the construction of crossing improvements for the East Cotati Avenue to Golf Course Drive multi use pathway; and

WHEREAS, Contract CV-BB-15-001 was approved through a competitive solicitation and procurement process and the work included in this Change Order is consistent with the scope of work previously awarded; and

WHEREAS, this Change Order No. 011 meets the specifications and requirements of Contract No. CV-BB-15-001; and

WHEREAS, Contractor and SMART staff negotiated a final cost of \$33,058.39 for this Change Order; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the foregoing recitals are true and correct.
2. That Change Order No. 011, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 19th day of April, 2017, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debora Fudge, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

Leticia Rosas-Mendoza, Clerk of Board of Directors
Sonoma-Marín Area Rail Transit District

Change Order 11

Contract No.: CV-BB-15-001
Contract Title: Non-Motorized Pathway East Cotati to Golf Course



Issued to: Maggiore & Ghilotti Inc.
555 Dubois Street
San Rafael, CA 94901
Phone: (415) 459-8640

Change Notice Reference:
N/A

CO Title: Pedestrian Crossing Signalization Completion

The Contract Price due to this CO will change by: \$33,058.39
The Contract Performance Time due to the CO will be change by: 89 calendar days

EXCEPT AS MODIFIED BY THIS CHANGE ORDER, ALL TERMS AND CONDITIONS OF THE CONTRACT, AS PREVIOUSLY MODIFIED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE PARTIES AGREE THAT THIS CHANGE ORDER IS A FINAL AND EQUITABLE ADJUSTMENT OF THE CONTRACT TIME AND CONTRACT AMOUNT AND CONSTITUTES A MUTUAL ACCORD AND SATISFACTION OF ALL CLAIMS, CURRENT OR FUTURE, OF WHATEVER NATURE CAUSED BY OR ARISING OUT OF THE FACTS AND CIRCUMSTANCES SURROUNDING THIS CHANGE ORDER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT AND CONSEQUENTIAL COSTS; ADDITIONAL TIME FOR PERFORMANCE; AND THE IMPACT OF THE CHANGE SPECIFIED IN THIS CHANGE ORDER, ALONE OR TAKEN WITH OTHER CHANGES, ON THE UNCHANGED WORK.

Description of change:

This Change Order directs the Contractor to complete traffic signalization at two locations along the pathway – these crossing signals were not included in the original pathway design but were required following CPUC inspection. Contractor is directed to install advance detection loops at the East Cotati Avenue, to provide a new Conflict Detection card for the Southwest Boulevard crossing, and to provide technicians and equipment for the installation and programming of the signal equipment. This change order extends the contract 89 calendar days.

Concurred By:		Concurred By:	
_____	_____	_____	_____
Resident Engineer	Date	District Chief Engineer	Date
John Riley		Bill Gamlen	

The undersigned agrees to the terms and conditions described herein.

Contractor Acceptance	Sonoma-Marín Area Rail Transit
------------------------------	---------------------------------------

Title: Project Representative	Title: General Manager
_____	_____
(Authorized Signature for Contractor)	(Authorized Signature for Owner)
Date	Date
Scott Ghilotti	Farhad Mansourian

Change Order 11

Contract No.: CV-BB-15-001

Contract Title: Non-Motorized Pathway East Cotati to Golf Course



Item:	Cost:
Builders Risk (February)	\$2,705.90
Builders Risk (March)	\$2,995.09
Builders Risk (April)	\$2,898.89
MBE Electrical DEWR (13 Hours) + 5% Markup	\$927.94 + \$1,489.23 + \$926.65 + \$167.19
MBE Electrical + 5% Markup	\$19,456.50
MBE Electrical Conflict Monitor + 5% Markup	\$1,491.00
Total:	\$33,058.39

Compensation for this Change Order will be made by adding the following Pay Item(s):

Pay Item No.	CP	Funding Source	Description	Unit	Qty.	Unit Price	Item Total
CO 11	CP 14	1002V.C	Pedestrian Crossing Signalization Completion	LS	1	\$33,058.39	\$33,058.39

Initials: _____ Resident Engineer	_____ Contractor	_____ Chief Engineer
--------------------------------------	---------------------	-------------------------



April 19, 2017

Debora Fudge, Chair
 Sonoma County Mayors and
 Councilmembers Association

Kathrin Sears, Vice Chair
 Marin County Board of Supervisors

Judy Arnold
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Farhad Mansourian
 General Manager

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 www.sonomamarintrain.org

Sonoma-Marín Area Rail Transit Board of Directors
 5401 Old Redwood Highway, Suite 200
 Petaluma, CA 94954

SUBJECT: Approve Memorandum of Understanding between Golden Gate Bridge, Highway and Transportation District and Sonoma-Marín Area Rail Transit District regarding San Rafael Transit Center (Bettini)

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute a Memorandum of Understanding between Golden Gate Bridge, Highway and Transportation District and Sonoma-Marín Area Rail Transit District

SUMMARY:

Golden Gate Bridge, Highway and Transportation District (GGB) and SMART entered into attached 2005 Memorandum of Understanding whereby under condition 1.4 (b), GGB and SMART agreed to cooperate in the design and construction of improvements at the San Rafael Transit Center ("SRTC") to accommodate the provision bus and rail service at the existing and reasonably anticipated levels of passenger service.

The parties have jointly developed an interim design for improvements to the SRTC to accommodate both bus and rail service. The agreed upon interim design and specific improvements were presented by the Golden Gate Bridge General Manager to your Board on March 15, 2017.

We have discussed to fully fund the cost of the SRTC improvements in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) using "Port Sonoma" federal Funds. SMART, at its sole expense, will develop technical specifications and drawings to complete the design and incorporate the construction work elements. SMART agrees to be responsible for environmental clearances, if any, required for this interim SRTC Improvement Project.

Golden Gate Bridge and SMART have developed a full funding plan for the permanent relocation and construction of improvements for the permanent SRTC, and shall vigorously pursue all potential revenue sources including, but not limited to, revenues derived from proposed Regional Measure 3, new State Transportation Improvement Program funds, and Federal Transportation and Infrastructure funding. In the event that the parties are unsuccessful in obtaining the necessary funding from the referenced sources the parties shall fully cooperate to develop an alternative funding plan. The parties agree that the total cost for environmental clearance, design and construction of the new SRTC shall not exceed Thirty-Five Million Dollars (\$35,000,000).

As owner of the permanent SRTC, GGB shall be the lead agency for the environmental clearance, design, development, and construction of the permanent relocation of the SRTC, and will own the permanent SRTC facility. The permanent facility shall be designed to reduce and mitigate impacts on pedestrians, vehicle traffic, bus and rail passengers.

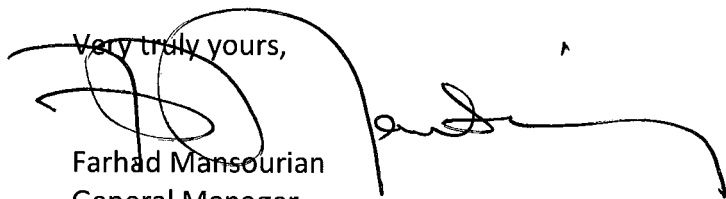
We will continue working on other requirements of the 2005 MOU and will bring those items back for your Board's consideration at that time.

It is recommended that you authorize the General Manager to execute a Memorandum of Understanding between Golden Gate Bridge, Highway and Transportation District and Sonoma-Marina Area Rail Transit District that includes the conditions and terms set forth in this memo. This agreement is also scheduled for GGB's Board of Directors consideration later this month.

FISCAL IMPACT: Federal funds will be used by SMART for the implementation of the short-term improvements.

Very truly yours,

Farhad Mansourian
General Manager



Attachment(s):

2005 Memorandum of Understanding between Golden Gate Bridge, Highway and Transportation District and Sonoma-Marina Area Rail Transit District

C: Denis Mulligan - GGB General Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into this 25th day of October, 2005 by and between the Golden Gate Bridge, Highway and Transportation District, a public agency ("GGB"), the County of Marin, a public agency ("County"), the Marin County Transit District, a public agency ("MCTD") and the Sonoma Marin Area Rail Transit District, a public agency ("SMART"), (collectively referred to as the "parties").

RECITALS

A. Pursuant to an Agreement of Purchase and Sale signed in 1984 by and between GGB, as Buyer, and Northwestern Pacific Railroad Company ("NWP") and One Market Street Properties, Inc., as Seller, as amended to date, and all ancillary documents thereto (collectively, the "Corte Madera Purchase Agreement"), GGB acquired a segment of the railroad right-of-way commonly known as the Corte Madera Right-of-Way from NWP MP 11.4 in the City of Corte Madera, California, to NWP MP 14.6 in the city of Larkspur, California, together with all appurtenances thereto, (collectively, the "Corte Madera ROW").

B. Pursuant to an Agreement of Purchase and Sale dated January 24, 1983 by and between GGB, County, and MCTD, as Buyer, and Northwestern Pacific Railroad Company ("NWP") and One Market Street Properties, Inc., as Seller, as amended to date, and all ancillary documents thereto (collectively, the "Larkspur Purchase Agreement"), GGB, County and MCTD acquired a segment of the railroad right-of-way commonly known as the Larkspur Right-of-Way from NWP MP 14.6 in the City of Larkspur, California, to NWP MP 15.71 in the city of San Rafael, California, together with all appurtenances thereto, (collectively, the "Larkspur ROW").

C. Pursuant to an Agreement of Purchase and Sale dated June 1, 1990 by and between GGB, as Buyer, and Southern Pacific Transportation Company ("SP"), predecessor in interest to Union Pacific Railroad Company ("UP"), and Northwestern Pacific Railroad Company ("NWP"), collectively as Seller, as amended to date, and all ancillary documents thereto (collectively, the "San Rafael Purchase Agreement"), GGB acquired a segment of the railroad right-of-way commonly known as the San Rafael Corridor Right-of-Way from NWP MP 15.71 in the City of San Rafael, California, to NWP MP 26.96 in the City of Novato, California, together with all appurtenances thereto, (collectively, the "San Rafael ROW"). The Corte Madera ROW, the Larkspur ROW, and the San Rafael ROW, are collectively referred to in this Agreement as the "ROW".

D. Pursuant to a lease dated May 13, 2002 ("Marin Sanitary Lease"), GGB, County and MCTD leased to Marin Sanitary District a portion of the San Rafael ROW along with certain adjacent property owned by GGB ("Marin Sanitary Property").

E. GGB constructed, maintains and operates in coordination with the City of San Rafael the San Rafael Transportation Center ("SRTC") across part of the San Rafael ROW and on separate property owned by GGB.

F. In December 1998, GGB acquired from the State of California, Department of Transportation, approximately 3.35 acres of unimproved real property in the vicinity of

Cloverdale, California as more particularly described in **Exhibit A** to this MOU. As part of this transaction GGB acquired certain other commitments to provide right-of-way services to acquire a spur track suitable for turning trains and to pay up to \$192,000 to help construct such a facility (collectively, the "Cloverdale Property"). These transactions were documented in a Stipulation for Judgment in Condemnation, Judgment in Condemnation and Final Order of Condemnation (collectively, the "Cloverdale Agreement").

G. GGB and the State of California, Department of Transportation, entered into an agreement ("Gap Closure Agreement") dated November 21, 2002. Pursuant to this agreement, GGB agreed to permit a relocation of a portion of the ROW in San Rafael, California to the property described in **Exhibit B** to this Agreement in connection with the construction of a high occupancy vehicle lane on State Highway 101.

H. GGB has a reserved right to acquire a four acre parcel along the ROW in Novato, California (the "Station Site") for future development as a transit station or for transit purposes, pursuant to a Cooperative Agreement entered into between GGB and the City of Novato in 1995 ("Hamilton Agreement"). The Hamilton Agreement provides that upon written demand by GGB within a 25 year period expiring in December of 2020, the City of Novato must transfer its rights, title, and interest in the Station Site to GGB.

I. SMART was created pursuant to AB 2224, Chapter 341 of the Laws of 2002, for the purpose of providing a unified, comprehensive, institutional structure for the ownership and governance of a passenger rail system within the counties of Marin and Sonoma, California. The enabling legislation for SMART is established in Section 105000 et seq. of the California Public Utilities Code.

J. Public Utilities Code Section 105012 contemplates that GGB, County and MCTD may transfer their respective rights in the Corte Madera ROW, the Larkspur ROW, and the San Rafael ROW to SMART in furtherance of SMART's statutory objectives. The parties now desire to establish the terms and conditions by which GGB, County and MCTD will transfer ownership of the ROW, all appurtenances thereto, and certain specified assets related to it.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

ARTICLE I

TRANSFER OF ASSETS

1.1 GGB/County/MCTD Assets Defined. The term "GGB/County/MCTD Assets" shall consist of the following assets:

- a. the ROW as described in **Exhibit C** to this Agreement;
- b. all interests in leases, licenses and other agreements encumbering any of the ROW (collectively, the "Leases, Licenses and Other Agreements") except as otherwise provided herein with respect to the Marin Sanitary Property;

c. the Cloverdale Property and all rights and appurtenances connected therewith;

d. all contract rights, including all rights under the Corte Madera Purchase Agreement, the Larkspur Purchase Agreement, the San Rafael Purchase Agreement, the Cloverdale Agreement, the Hamilton Agreement, and the Gap Closure Agreement; and

e. all grant agreements, including GGB's responsibilities with respect to the various federal and state grant and funding agreements entered into in connection with the acquisitions of the ROW and related ownership and improvement matters.

1.2 Transfer of GGB/County/MCTD Assets. Subject to the terms and conditions of this Agreement, GGB, County and MCTD, to the extent of their respective ownership interests, hereby transfer, convey and assign to SMART all rights, title and interest in the GGB/County/MCTD Assets. All assets of GGB, County or MCTD of any kind and nature other than the GGB/County/MCTD Assets, as specifically described in this Agreement, shall be and remain the property of GGB, County or MCTD, respectively.

1.3 Transfer Consideration. SMART's full acceptance and performance of all of the terms and conditions of this Agreement, including without limitation, the protections for GGB, County and MCTD established in Sections 1.4, 1.5 and Article II below, shall be deemed full consideration for transfer of the GGB/County/MCTD Assets to SMART.

1.4 Retained Rights.

a. GGB has established the SRTC on a portion of the San Rafael ROW as well as on adjacent property separately acquired and improved by GGB. SMART and GGB acknowledge the public benefit derived from continued use of the SRTC as a vital North Bay transportation hub, and its utility in maintaining the integrity of the San Rafael ROW against loss by abandonment or non-use. Accordingly, in the Deed conveying the GGB/County/MCTD Assets to SMART, the form of which is attached hereto as **Exhibit D** ("Deed"), GGB shall retain from the San Rafael ROW a permanent easement ("SRTC Easement") for the limited purpose of operating and maintaining that portion of the SRTC located on the San Rafael ROW. The SRTC Easement shall be exclusive at all times prior to SMART's issuance of a notice to proceed on SMART's primary contract for construction of improvements necessary for commencement of revenue service over that portion of the San Rafael ROW subject to the SRTC Easement, and shall be non-exclusive thereafter. Once the SRTC Easement becomes non-exclusive, it shall be subordinate to SMART's proposed railroad operations over that portion of the San Rafael ROW subject to it in all respects.

(i) During the period of GGB's exclusive SRTC Easement, SMART shall have the right to access the SRTC Easement to conduct property management and maintenance activities and to conduct all appropriate pre-construction related activities related to SMART's proposed rail service, including without limitation, surveying, engineering, and environmental testing activities. SMART will notify GGB of its entry on the SRTC Easement area at the earliest practicable opportunity prior to entry but in no event later than seventy-two

(72) hours prior to entry, except in the case of an emergency involving public health or safety, in which case no notice prior to entry shall be required.

(ii) During the period of GGB's exclusive SRTC Easement, GGB shall allow MCTD to use that portion of the San Rafael ROW subject to the SRTC Easement to serve its fixed route local service passengers if MCTD's contract with GGB for the operation of local fixed route local service is terminated for any reason and MCTD commences to operate local fixed route service independently either by its own forces or pursuant to a contract with a service provider. In such circumstance, MCTD's use of and service to the SRTC shall be subject to administrative and operating procedures established by GGB applicable to all service providers who are granted use of that facility.

b. The parties anticipate that the SRTC will require redesign, relocation, construction and/or reconstruction of existing or new improvements (collectively, "Improvements") to facilitate local bus, regional bus and regional railroad transportation purposes. Current plans for the Improvements developed by SMART indicate that it will be necessary for SMART to acquire a property interest from GGB in a portion of the SRTC that is not part of the San Rafael ROW. The parties shall cooperate in the design and construction of Improvements wherever located to ensure that they accommodate the provision by SMART, GGB, MCTD and other public transportation providers of their then current and reasonably anticipated levels of passenger service. The parties shall also work cooperatively to maximize federal, state and local funding opportunities to pay for construction of the Improvements. Prior to the award by any party of a notice to proceed for construction of the Improvements, SMART and GGB shall enter into an agreement providing for full funding of construction of the Improvements, and if necessary, a program of joint use and ongoing operation and maintenance for the SRTC. Such an agreement shall become effective only after it has been considered and approved by the Board of Directors of both SMART and GGB.

c. SMART shall not encumber, assign, transfer or otherwise hypothecate the Hamilton Agreement contract rights without the prior written consent of GGB provided that SMART may assign these rights to a successor in interest to SMART, who shall take subject to the terms of this Agreement. In the event SMART does not exercise its rights under the Hamilton Agreement to acquire the Station Site by January 1, 2018, the Hamilton Agreement contract rights shall revert back to GGB without further action by the parties. Upon such a reversion, SMART shall have no further interest in the Hamilton Agreement and GGB may thereafter exercise its rights under the Hamilton Agreement and take ownership of the Station Site.

d. SMART shall accept title to that portion of the ROW subject to the Marin Sanitary Lease. As of the Closing, GGB and SMART shall enter into a Lease Management Agreement that will define their rights and obligations as co-lessors under the Marin Sanitary Lease in the form attached hereto as **Exhibit E**. In addition, GGB shall reserve in the Deed a twenty (20) foot non-exclusive private crossing easement to provide access to that portion of the Marin Sanitary Property west of the San Rafael ROW that is owned by GGB, as shown on the attached **Exhibit F**. As a condition to closing, GGB shall prepare, and GGB and SMART shall agree upon, a legal description for the easement set forth on Exhibit F.

(i) GGB hereby grants to SMART an option to purchase that portion of non-ROW real property ("Marin Sanitary Option Property") owned by GGB that is subject to the Marin Sanitary Lease, as set forth on the map attached hereto as **Exhibit G** to this Agreement, in its AS IS WHERE IS condition, subject to all faults, at a price equal to the greater of (a) the price paid by GGB for the Marin Sanitary Option Property plus a rate of return on the purchase price equal to GGB's average rate of return on its invested funds, compounded annually from the date the Marin Sanitary Option Property was acquired, and (b) the fair market value of said property as of the date of exercise of the Option, as determined by mutual agreement of SMART and GGB or by a mutually agreed upon process by which a third party appraiser determines fair market value. In any such valuation, it shall be assumed that adequate access exists across the ROW to allow the conduct of normal commercial activities on the subject property. Transfer of title to the Marin Sanitary Option Property shall be by quitclaim deed. SMART shall pay any and all closing, title insurance and other costs incurred in connection with any such transaction. The option will terminate if not exercised within five (5) years of the date of this Agreement. As a condition to closing, GGB shall prepare, and GGB and SMART shall agree upon, a legal description for the Marin Sanitary Option Property.

e. The parties acknowledge that GGB owns and has continuing obligations to restore a tidal wetlands area in Corte Madera, California known as the "Muzzi Marsh." The parties further acknowledge that GGB and the town of Corte Madera want to provide the public with access to the Muzzi Marsh. Accordingly, GGB shall reserve in the Deed: (1) a temporary crossing easement at Industrial Way in the town of Corte Madera ("Industrial Way Crossing Easement"), (2) a temporary longitudinal access easement ("Industrial Way Longitudinal Easement") from Industrial Way in the town of Corte Madera to the northern most boundary of the Muzzi Marsh, (3) a permanent public access easement ("Access Easement") from the southern boundary of the Muzzi Marsh to the northern most boundary of the Muzzi Marsh, and (4) a permanent construction and maintenance access easement ("Maintenance Easement") (collectively, the "Muzzi Marsh Easements"). The Muzzi Marsh Easements are depicted on the attached **Exhibit H** and will be described in the Deed at Closing based on mutually agreed upon legal descriptions prepared by GGB. The Industrial Way Crossing Easement and Industrial Way Longitudinal Easement will terminate upon SMART's issuance of a notice to proceed on SMART's primary contract for construction of improvements necessary to commencement of revenue service over those portions of the ROW subject to said easements. All of the Muzzi Marsh Easements will be assignable by GGB. If, based on an affirmative determination by SMART that is communicated to GGB, it is necessary to relocate the Access Easement to accommodate SMART's proposed rail service over the Corte Madera ROW, the Access Easement will be subject to relocation to a mutually agreeable location on the ROW at SMART's request. Such a relocation will provide comparable access to the ROW from the north and will be timed to coincide with SMART's issuance of a notice to proceed on SMART's primary contract for construction of improvements necessary to commencement of revenue service over the Corte Madera ROW.

f. At Closing, SMART shall grant to GGB a license to use a segment of the ROW in the vicinity of Larkspur Ferry Terminal as an overflow parking area for the terminal consistent with past use of this area for such purpose in the form of the license agreement attached hereto as **Exhibit I** ("Larkspur Parking License"). GGB's use of the licensed area will occur in such a manner that will be compatible with all appropriate pre-construction activities

related to SMART's proposed rail service, including without limitation, surveying, engineering, and environmental testing activities, as well as the possible development and use by SMART or others of a public bike path within the ROW. The Larkspur Parking License will be for a term commencing on the Closing Date and ending on the date of SMART's issuance of a notice to proceed on SMART's primary contract for construction of improvements necessary to commencement of revenue service over that portion of the ROW subject to it.

1.5 Station Site Use. SMART agrees to coordinate with GGB, MCTD and County in the future identification, design and construction of station sites on the ROW, including the Hamilton Station Site, to assure that appropriate access to the station sites will be provided to GGB, County and MCTD for the performance of their respective transportation responsibilities.

ARTICLE II

"AS IS" TRANSFER, ASSUMPTION OF OBLIGATIONS AND INDEMNITY

2.1 "AS IS" Transfer. SMART acknowledges and agrees that the GGB/County/MCTD Assets are conveyed to and accepted by SMART in an "as is" condition with all faults, subject to those rights as described in Section 1.4 of this Agreement and all other existing encumbrances of any type or nature. GGB, County and MCTD do not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the ROW or any of such related matters; in particular, but without limitation, GGB, County and MCTD make no representations or warranties with respect to the use, condition, title, occupation or management of the GGB/County/MCTD Assets.

2.2 Receipt of Benefits and Assumption of Liabilities. Effective as of the Closing Date, SMART hereby shall (a) succeed to all of the benefits of ownership of the GGB/County/MCTD Assets, and (b) assume and perform or otherwise satisfy, any and all contracts, obligations, claims and/or other liabilities of any type or nature, whether currently existing or contingent, and whether or not disclosed by GGB, County or MCTD to SMART, that have been entered into or incurred by GGB, County and/or MCTD in connection with the acquisition, ownership, management and/or development of the GGB/County/MCTD Assets by GGB, County or MCTD prior to the Closing Date, including those related to the known or unknown physical and environmental condition of the ROW (collectively, "Liabilities"). Nothing herein is intended or should be deemed to limit SMART's right to contest the validity of any of the Liabilities with any third party in any way, it being the express intent of the parties for SMART to have the ability to do so. Prior to Closing, GGB shall inform SMART of any actually known contracts, obligations, claims, and/or other liabilities which pertain to the ROW, including without limitation, any state or federal administrative actions or any tort claims or demand letters.

2.3 Indemnification.

a. SMART shall fully indemnify, defend and hold harmless, GGB, County, MCTD, their successors and assigns and their directors, officers, employees and agents (each an "Indemnitee", and collectively, the "GGB, County and MCTD Indemnitees"), from and against all liability, claims, suits, sanctions, costs or expenses for injuries to or death of any person, or

any property damage, arising out of or resulting from (i) the Liabilities, (ii) any breach of any representation, warranty or covenant expressly established in this Agreement by SMART, and/or (iii) SMART's acquisition, ownership, management and/or development of the GGB/County/MCTD Assets after the Closing Date. SMART's obligation to defend shall include the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered against any person indemnified in this paragraph, SMART shall, at its expense satisfy and discharge the same.

b. GGB, County and MCTD shall fully indemnify, defend and hold harmless, SMART and its directors, officers, employees and agents (each an "Indemnitee", and collectively, the "SMART Indemnitees"), from and against all liability, claims, suits, sanctions, costs or expenses for injuries to or death of any person arising out of or resulting from any breach by GGB, County or MCTD of their respective representations, warranties and/or covenants expressly established in this Agreement. GGB, County and MCTD's obligation to defend shall include the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered against any person indemnified in this paragraph, GGB, County and/or MCTD shall, at their expense satisfy and discharge the same.

2.4 Release. Upon the Closing, SMART hereby releases and discharges GGB, County and MCTD Indemnitees, and each of them, from any and all claims, actions, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, without limitation, court costs and attorneys' fees), damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, whether arising, or accruing before or after the Closing Date, based on, arising out of, or in connection with the acquisition, ownership, management and/or development of the GGB/County/MCTD Assets by GGB, County or MCTD, including, without limitation, the Liabilities, SMART's ownership, management and/or development of the GGB/County/MCTD Assets after the Closing Date, and all matters directly or indirectly claimed or alleged between the parties in connection therewith or in any way related thereto. SMART agrees and acknowledges that this release applies to both known and unknown claims and agrees to waive the benefits of Civil Code §1542, which states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Parties agree and represent that they may hereafter discover facts different from or in addition to those they now know or believe to be true in respect to the claims, demands, debts, liabilities, accounts, actions or causes of action herein released, and hereby agree that these releases shall be and remain in effect in all respects as complete, general and full releases as to the matters released, notwithstanding any such different or additional facts.

ARTICLE III

TITLE AND CLOSING

3.1 At the Closing, GGB County and MCTD shall execute and deliver to SMART the Deed. Title in Sonoma County shall be evidenced by the issuance by North American Title Company (the "Title Company"), at SMART's cost, of a CLTA owner's policy of title insurance in an amount to be determined by SMART, insuring title in SMART to that portion of the ROW in Sonoma County, subject to any and all exceptions of title mutually agreeable to SMART and Title Company. Title in Marin County shall be evidenced by the issuance by Old Republic Title Company, at SMART's cost, of a CLTA owner's policy of title insurance in an amount to be determined by SMART, insuring title in SMART to that portion of the ROW in Marin County, subject to any and all exceptions of title mutually agreeable to SMART and Old Republic Title Company. The title insurance policies issued by North American Title Company and Old Republic Title Company shall collectively be referred to as the "Title Policy". GGB, County and MCTD expressly disclaim any warranty of title of the ROW.

ARTICLE IV

SMART'S CONDITIONS TO CLOSING

The following are conditions precedent to SMART's obligation to accept the GGB/County/MCTD Assets:

4.1 Approval of Title. Within ten (10) days after opening of escrow, SMART, at its sole cost and expense, shall obtain a preliminary title report from the Title Company on the ROW ("Title Report"), together with copies of the documents underlying the exceptions contained therein. The Title Company shall deliver a copy of the Title Report to GGB, County and MCTD for informational purposes. Within thirty (30) days after receipt by SMART of the Title Report and the legal description of the ROW ("Title Contingency Date") SMART shall notify GGB, County and MCTD whether or not SMART accepts the state of title of the ROW or whether SMART disapproves of the state of title of the ROW and desires to terminate this Agreement. GGB, County and MCTD shall have no obligation to cure any title deficiencies identified by SMART. If this Agreement is terminated pursuant to this Section 4.1, SMART shall pay the Cost of Cancellation of the Escrow, and no party to this Agreement shall have any further rights or obligations under this Agreement (other than the Surviving Obligations). The term "Cost of Cancellation of the Escrow," as used herein shall be the costs accrued and charged by Title Company for the Cost of Cancellation of the Escrow only.

4.2 Inspections and Studies. For the period of time commencing on the Effective Date and ending at such time as is designated in writing by SMART but in no event later than ninety (90) days from the date of this Agreement ("Contingency Period"), SMART shall have the right to conduct any reasonable and non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies, and soils, seismic and geologic reports and environmental testing) with respect to the

ROW as SMART may elect to make or maintain. The cost of any such inspections, tests and/or studies shall be borne by SMART.

(a) During the Contingency Period SMART and SMART's employees, agents, contractors, subcontractors and consultants (collectively, "SMART's Representatives") hereby are granted the right to enter upon the ROW, at reasonable times during ordinary business hours upon notice to GGB at least seventy-two (72) hours prior to entry, to conduct such reasonable and non-destructive inspections, investigations, tests and studies of the ROW as SMART may designate (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, and soils, seismic and geologic reports and environmental testing). All such testing shall be conducted in a manner which minimizes interference with GGB's bus and other operations. The cost of all such inspections, tests and/or studies shall be borne solely by SMART. SMART shall, to the extent permitted by law, use its best efforts to keep confidential and not to disclose to any third party any information obtained or developed in connection with the GGB/County/MCTD Assets, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans. In any event, SMART shall promptly notify GGB of any potential disclosure or request for disclosure prior to releasing or permitting the release of such information.

SMART shall indemnify, defend and hold GGB, MCTD and the County of Marin harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the ROW by SMART or SMART's Representatives or liens arising from SMART's due diligence review of the ROW. Prior to any entry on to the ROW by any contractor, subcontractor, consultant or agent engaged by SMART (each, a "Permittee"), said Permittee shall obtain a policy of commercial general liability insurance with a financially responsible insurance company acceptable to GGB covering the activities of such Permittee on or upon the ROW. This insurance shall provide a per occurrence limit of at least One Million and No/100ths Dollars (\$1,000,000.00) and an aggregate limit of at least Three Million and No/100ths Dollars (\$3,000,000.00). This policy of insurance shall name GGB, the County of Marin and MCTD as an additional insured, and shall (as to any loss arising from the acts or omissions of any of SMART's contractors, subcontractors, consultants or agents) be primary and non-contributing with any other insurance available to GGB, the County of Marin and MCTD. Prior to said Permittee's entry onto the ROW, SMART shall assure that said Permittee shall deliver to GGB a certificate of insurance evidencing that the foregoing insurance is in place. Additionally, SMART shall, at its own cost and expense, procure and maintain Workers' Compensation as required by Section 3700 et. seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.

Prior to the expiration of the Contingency Period, SMART shall deliver to GGB, the County of Marin, MCTD and Escrow Holder written notice ("Contingency Period Notice") of its approval or disapproval of the ROW. The failure of SMART to timely deliver the Contingency Period Notice shall be deemed to constitute SMART's disapproval of the ROW. If SMART disapproves of the ROW, this Agreement shall terminate and the parties will have no further obligations or rights to one another under this Agreement (other than the Surviving Obligations).

If this Agreement is terminated pursuant to this Section, SMART shall deliver to GGB, at no cost and without representation or warranty as to accuracy or correctness, (i) any and all documentation (including without limitation, leases, licenses, other agreements, environmental documentation, and title documentation,) regarding the GGB/County/MCTD Assets delivered by GGB to SMART ("Property Materials").

4.3 Approval. SMART's Board of Directors shall have approved this Agreement and the acceptance of assets contemplated by it. SMART's obligations to accept transfer of the ROW is expressly conditioned on SMART's approval prior to Closing, in its sole discretion, of the condition of the ROW. SMART's acknowledgment of the Certificate Acceptance to be delivered in connection with the Deeds shall be deemed SMART's approval of the condition of the ROW for this purpose.

4.4 Regulatory Authority. SMART shall have filed a notice of exemption with the Surface Transportation Board ("STB") in connection with SMART's acquisition of the ROW.

4.5 Grant Funding Assurances. SMART will have agreed to accept any terms and conditions to the acceptance of the GGB/County/MCTD Assets to it imposed by any state or federal funding authority that provided funding for their acquisition.

4.6 Performance by GGB, County and MCTD. GGB, County and MCTD shall have performed all of the obligations to be performed by them pursuant to this Agreement.

4.7 CEQA/NEPA Compliance. SMART shall have complied with the California Environmental Quality Act and the National Environmental Policy Act, as applicable, to transfer the ROW to SMART pursuant to this Agreement.

4.8 Final Approval of Legal Descriptions. SMART shall have verified and approved legal descriptions as prepared for Exhibits C, F, G and H.

ARTICLE V

GGB, COUNTY AND MCTD CONDITIONS TO CLOSING

The following are conditions precedent to the obligation of GGB, County and MCTD to transfer their respective interests in the GGB/County/MCTD Assets.

5.1 Approval. The respective Board of Directors of GGB, the Marin County Board of Supervisors and the Board of Directors of MCTD shall each have approved this Agreement and the transfer of assets contemplated by it.

5.2 Regulatory Authority. SMART shall have filed a notice of exemption with the Surface Transportation Board ("STB") in connection with SMART's acquisition of the ROW.

5.3 Grant Funding Assurance. GGB, County and MCTD shall have received approval of the proposed transfer of the GGB/County/MCTD Assets to SMART from federal and state authorities that provided funding for the acquisition of the GGB/County/MCTD Assets, if any, by GGB, County and MCTD.

5.4 SMART's Performance. SMART shall have performed all of the obligations to be performed by it pursuant to this Agreement.

5.5 CEQA/NEPA Compliance. GGB, County and MCTD shall have complied with the California Environmental Quality Act and the National Environmental Policy Act, as applicable, to transfer the ROW to SMART pursuant to this Agreement.

5.6 Final Approval of Legal Descriptions. GGB, County and MCTD shall have verified and approved legal descriptions as prepared for Exhibits C, F, G and H.

ARTICLE VI

CLOSING

6.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties shall deposit one fully executed counterpart of this Agreement with Title Company and this instrument shall serve as the instructions to the Title Company for consummation of the transfer contemplated hereby. Title Company shall only be responsible for undertaking such matters in connection with the Closing as are specifically provided for herein or in any additional or supplementary escrow instructions delivered by the parties.

6.2 Closing.

a. Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Deed (the "Closing" or "Close of Escrow") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall be made within ninety (90) days of the date of this Agreement, or at such other date as the parties may agree upon (the "Closing Date").

b. Notification; Settlement Statements. If Title Company cannot comply with the instructions herein and to be provided, Title Company is not authorized to cause the recording of the Deeds or close this escrow. If Title Company is unable to cause the recording of the Deed, Title Company shall notify David J. Miller at (415) 777-3200, Patrick Faulkner at (415) 499-7160, and Gregory Dion at (707) 565-2421 without delay.

6.3 Deliveries by GGB, County and MCTD. Not later than one business day prior to the Closing Date, GGB, County and MCTD shall deposit with Title Company the following items:

a. Deed. The Deed from GGB, County and MCTD for their respective interests in the ROW, in the form of **Exhibit D** duly executed and acknowledged by GGB, County and MCTD;

b. Assignment. The Assignment and Assumption Agreement in the form of **Exhibit J** duly executed by GGB, County and MCTD whereby GGB, County and MCTD assign to SMART, and SMART assumes, their respective rights to the Leases, Licenses and Other Agreements;

c. Bills of Sale. Bills of Sale duly executed by GGB, County and MCTD, in the form of **Exhibit K** attached hereto;

d. Non-Foreign Status Certificates. Non-Foreign Status Certificates pursuant to Internal Revenue Code Section 1445 duly executed by GGB, County and MCTD in the form of **Exhibit L**;

e. Management Agreement. The Management Agreement for the Lease to the Marin Sanitary District in the form attached as **Exhibit E**, duly executed by GGB;

f. California Form 597-W. California Form 597-W duly executed by GGB, County and MCTD in the form of **Exhibit M**;

g. Property Materials. The Property Materials listed in the final form of Property Materials Acknowledgment in the form attached as **Exhibit N**; and

h. Other Documents. Any other documents, instruments, data, records, correspondence or agreements reasonably necessary for the Closing which have not previously been delivered.

6.4 Deliveries by SMART. Not later than one business day prior to the Closing Date, SMART shall deposit with Title Company the following items:

a. Closing Costs. Immediately available funds, in an amount sufficient to satisfy all closing costs including escrow fees, recording fees, and title insurance premium fees, as provided in a settlement statement to be prepared by Title Company and approved by SMART;

b. Deed. Executed acceptance of the Deed;

c. Assignment. The Assignment and Assumption Agreement described in Section 6.3(b) above, duly executed by SMART;

d. The Management Agreement described in Section 6.3(e) above duly executed by SMART;

e. Property Materials Acknowledgment. A duly executed original of the Property Materials Acknowledgment attached to this Agreement as **Exhibit N**; and

f. Other Documents. Any other documents, instruments, data, records, correspondence or agreements reasonably necessary for the Closing which have not been previously delivered.

6.5 Prorations. All revenue and expenses of the ROW including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, and rentals under the Lease(s), shall be prorated and apportioned between SMART and GGB, County and MCTD as of the Closing Date, so that GGB, County and MCTD bear all expenses with respect to the ROW and have the benefit of all income with respect to the ROW through and including the

Closing Date. GGB, County and MCTD and SMART hereby agree that any of the aforesaid prorations that cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates.

6.6 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the ROW is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment shall be prorated as the Closing Date. All installments not then yet due whether or not the same have been prepaid shall not be prorated and SMART shall assume such bonds or assessments. Any prepaid assessments made in advance of their due dates shall be credited to GGB, County and MCTD, as appropriate. In addition, SMART shall assume any and all future bonds, assessments, special taxes, fees or charges applicable to the ROW for liabilities now or hereafter imposed by any governmental authority (collectively referred to as "Governmental Requirements") including, without limitation, any such Governmental Requirements imposed by any county or municipality with jurisdiction over a portion of the ROW, and those for (i) common area improvements, whether or not specifically set forth in this Agreement, (ii) local assessment or improvement districts, (iii) any special tax assessments, (iv) traffic mitigation improvements (v) park and recreation fees, and/or (vi) any other public facility infrastructure or traffic mitigation required or imposed by any county or municipality with jurisdiction over a portion of the ROW. SMART shall assume all such bonds or future assessments without offset or adjustment.

6.7 Costs and Expenses. SMART will pay all costs and expenses incurred in connection with the Closing, including without limitation, escrow fees, recording fees, documentary transfer tax fees (if any) and title insurance premium fees.

6.8 Delivery of Documents. Title Company shall forthwith deliver to the party entitled thereto the recorded originals of such instruments or documents upon Title Company's receipt of the same.

ARTICLE VII

POST CLOSING COMMITMENTS OF THE PARTIES

SMART hereby acknowledges that GGB retains a valid public interest in assuring that the ROW is well utilized for public transportation purposes. SMART and GGB mutually acknowledge the need and desire to continue to work cooperatively on a sustained basis to advance the general public transportation mission of each agency and to administer their interdependent transportation planning and operational responsibilities with respect to the ROW. At the request of either party, SMART and GGB shall confer and cooperate on any particular matter related to the ROW that bears upon their respective transportation missions and SMART shall consider any request or proposal in good faith and with due deliberation.

ARTICLE VIII

MISCELLANEOUS

8.1 Dispute Resolution. Any controversy, claim or dispute arising out of or related to the interpretation, construction, performance or breach of this Agreement, which cannot be resolved by the parties after good faith discussions shall be submitted to mediation in the County of Marin, California, administered by the American Arbitration Association under its Commercial Mediation Rules. Mediation shall proceed and continue until such time as the matter is either resolved or the mediator finds or the parties agree that mediation should not continue. If the parties cannot resolve the controversy, claim or dispute through the mediation process described above, the matter shall be settled by arbitration in the County of Marin, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All direct costs and expenses of each party other than those for payment of the mediator or arbitrator(s) and/or mediation or arbitration facilities shall be borne and paid for by the party that incurs such expenses.

8.2 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

8.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. The parties to this agreement may not assign, encumber or otherwise transfer its rights under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and confer no rights on the transferee.

8.4 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action over against any party to this Agreement.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

8.6 Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the party to be bound.

8.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver

constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8.8 Timeliness. GGB, County, MCTD and SMART hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

8.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or (i) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as any party may, from time to time, specify in writing to the other in the manner described above:

if to SMART:

Sonoma Marin Area Rail Transit District
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903
Attn: Lillian Hames

with a copy to:

Gregory Dion, Esq.
Sonoma County Counsel Office
575 Administration Drive
Santa Rosa, CA 95403

if to GGB:

Golden Gate Bridge Highway and
Transportation District
Box 9000 Presidio Station
San Francisco, CA 94129-0601

with a copy to:

Hanson, Bridgett, Marcus, Vlahos & Rudy, LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
Attn: David J. Miller, Esq.

if to County:

The County of Marin
3501 Civic Center Drive, Room 304
San Rafael, CA 94913
Attn: Amy Van Doren
Transit Planning Manager

with a copy to:

Patrick Faulkner, Esq.
County Counsel of Marin
Civic Center, Suite 342
San Rafael, CA 94903

if to MCTD:

Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903
Attn: Amy Van Doren
Transit Planning Manager

with a copy to:

Patrick Faulkner, Esq.
County Counsel of Marin
Civic Center, Suite 342
San Rafael, CA 94903

8.10 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including mediation or arbitration, brought by any party in which this Agreement is subject, shall be brought in the County of Marin, California.

8.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

8.12 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, shall not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement shall remain in full force and effect

8.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

8.15 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.

8.16 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

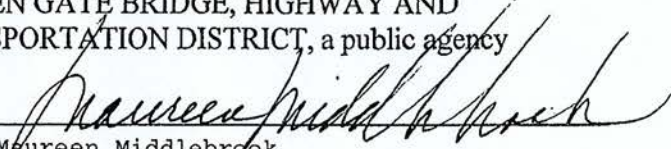
8.17 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this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

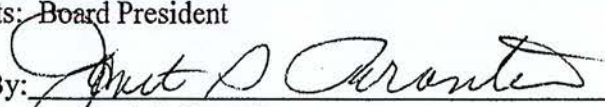
8.18 Merger/Survival. Except as otherwise expressly provided herein, the covenants, representations and warranties of Buyer and Seller herein shall merge into the Deed to be delivered by Seller to Buyer at Closing and shall not survive the Close of Escrow. The following provisions shall survive the Close of Escrow: Section 1.4, Article II, Section 6.5, 6.6, Article 7 Sections 8.1, 8.3-6, 8.9-12, and 8.16-18.

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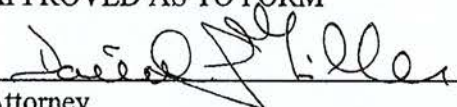
IN WITNESS WHEREOF, the parties have entered into this Agreement with the intent to be legally bound.

GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT, a public agency

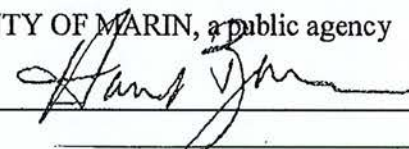
By: 
Name: Maureen Middlebrook
Its: Board President

By: 
Name: Janet S. Tarantino
Its: District Secretary

APPROVED AS TO FORM


Attorney

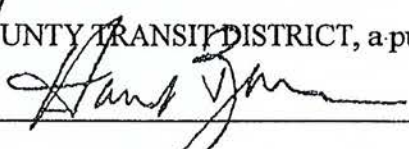
THE COUNTY OF MARIN, a public agency

By: 
Name: _____
Its: _____ Harold C. Brown, Jr., President _____

APPROVED AS TO FORM


Attorney


MARIN COUNTY TRANSIT DISTRICT, a public agency

By: 
Name: _____
Its: _____ Harold C. Brown, Jr., President _____

APPROVED AS TO FORM


Attorney

SONOMA MARIN AREA RAIL TRANSIT DISTRICT, a public agency

By: 
Name: Robert Jehn
Its: Chairman of the Board

APPROVED AS TO FORM

Meghan T. Dien
Attorney

THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT OF THE ORIGINAL DEPOSIT AND ONE EXECUTED COPY OF THIS AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

ESCROW HOLDER:
TITLE COMPANY

[]

By: _____
_____, Escrow Office

**MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN THE GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT AND THE
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**

Dated October 25, 2005

WITH EXHIBITS A through N

EXHIBIT A	Property Description – Cloverdale
EXHIBIT B	Property Description – Relocated San Rafael Right Of Way
EXHIBIT C	Property Description – Right Of Way
EXHIBIT D	Form Of Quitclaim Deed
EXHIBIT E	Lease Management Agreement
EXHIBIT F	Marin Sanitary Crossing Easement Map
EXHIBIT G	Marin Sanitary Option Property Map
EXHIBIT H	Muzzi Marsh Easement Map
EXHIBIT I	Form of Larkspur Parking License
EXHIBIT J	Assignment and Assumption Agreement
EXHIBIT K	Bill Of Sale
EXHIBIT L	Non-Foreign Status Certificate
EXHIBIT M	California Form 597-W
EXHIBIT N	Form of Property Materials Acknowledgment



Debora Fudge, Chair
Sonoma County Mayors and
Councilmembers Association

Kathrin Sears, Vice Chair
Marin County Board of Supervisors

Judy Arnold
Marin County Board of Supervisors

Jim Eddie
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Jake Mackenzie
Sonoma Mayors and Councilmembers
Association

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Carol Russell
Sonoma Mayors and Councilmembers
Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

5401 Old Redwood Highway
Suite 200
Petaluma, CA 94954
Phone: 707-794-3330
Fax: 707-794-3037
www.sonomamarintrain.org

April 19, 2017

Sonoma Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Update regarding Signal System, Positive Train Control and status of Quiet Zone for Marin and Sonoma Counties.

Dear Board Members:

RECOMMENDATION: Information Only

SUMMARY:

As discussed at the last board meeting, I reported that staff would continue to provide your Board with updated information regarding the signal system and positive train control. This update is intended to provide the Board with information regarding the status of the safety measures required to be in place and operational prior to commencement of passenger rail service.

Very truly yours,

Farhad Mansourian
General Manager