



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
June 18, 2024* - 1:30 PM**

***Please Note Date Change**

Members of the public who wish to attend in person may do so at:
5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

The SMART Board of Directors will facilitate using a dual format with listening and participation available through Zoom and in-person. SMART provides several remote methods for viewing the SMART Board Meetings and providing Public Comment.

HOW TO WATCH THE LIVE MEETING USING THE ZOOM

<https://sonomamarintrain-org.zoom.us/j/88227285065?pwd=SWQ4eDBMcTIHZUgvVndiYlhHTzJPOT09>

Webinar ID: 882 2728 5065; Passcode: 019592

TELECONFERENCE

Members of the public wishing to participate via teleconference can do so by dialing in the following number the day of the meeting: (669) 900-9128; Access Code: 882 2728 5065; Passcode: 019592.

WATCH THE BOARD MEETING VIA LIVESTREAM

You are able to view live broadcasts of Board meetings online here: <https://www.sonomamarintrain.org/meetings> To view the meeting, select "View Event" at the time of the meeting.

HOW TO PROVIDE COMMENTS ON AGENDA ITEMS

Prior To Meeting: Technology limitations may limit the ability to receive verbal public comments during the meeting. If you wish to make a comment you are strongly encouraged to please submit your comment to Board@SonomaMarinTrain.org by 5:00 PM on Monday, June 17, 2024*.

During the Meeting: The SMART Board Chair will open the floor for public comment during the Public Comment period on the agenda. Please check and test your computer settings so that your audio speaker and microphones are functioning. Speakers are asked to limit their comments to two (2) minutes. The amount of time allocated for comments during the meeting may vary at the Chairperson's discretion depending on the number of speakers and length of the agenda.



BOARD OF DIRECTORS REGULAR MEETING AGENDA

June 18, 2024*

****Please Note Date Change***

Members of the public who wish to attend in person may do so at:

5401 Old Redwood Highway, 1st Floor

Petaluma, CA 94954

1. Call to Order
2. Approval of the May 15, 2024 Board Meeting Minutes
3. Board Member Announcements
4. Citizens Oversight Committee Report – *Presented by COC Chair Dani Sheehan-Meyer*
5. General Manager’s Report
6. Public Comment on Non-Agenda Items

Consent Calendar

- 7a. Accept Monthly Ridership Report – May 2024
- 7b. Approval of Monthly Financial Reports – April 2024
- 7c. Authorize the General Manager to Execute Contract Amendment No. 1 to Contract No FN-PS-21-001 with MuniServices, LLC for an amount of \$50,000 for a total not-to-exceed amount of \$193,322 to provide sales and use tax auditing and forecasting services
- 7d. Authorize the General Manager to Execute Contract Amendment No. 5 to Contract No. FN-PS-21-002 with Sierra-Cedar for an amount of \$252,000 for a total not-to-exceed amount of \$610,200 to provide on-call support and consultant services for SMART’s Oracle Enterprise Resource Planning Software
- 7e. Approve the Procurement of Oracle Licenses in the amount of \$329,412.74 for the period of July 1, 2024 – June 30, 2025
- 7f. Authorize the General Manager to execute Contract No. OP-SV-24-001 with Hulcher Services, Inc. in an amount not-to-exceed \$300,000 to provide on- Call Equipment Derailment Recovery and Mobile Repair Services for two-year contract with provisions for three (3) optional one-year extensions

Regular Calendar

8. Adopt Resolutions Approving the Fiscal Year 2024-25 Annual Budget and Declaring and Ratifying the Annual Appropriation Limit for Fiscal Year 2024-25 – *Presented by Chief Financial Officer, Heather McKillop*

9. Authorize the General Manager to execute Contract Amendment No. 2 to Contract No. OP-PS-21-002 with Portola Systems for an amount of \$622,540 for a total not-to-exceed amount of \$1,319,000 to extend ongoing management and maintenance support for the existing SMART Station Network by two additional one-year extensions - *Presented by Information System Manager, Bryan Crowley*
10. Authorize the General Manager to execute Contract Amendment No. 1 to Contract No. OP-IS-20-002 with Intelligent Technology Solutions, LLC (ITS) for an amount of \$428,000 for a total not-to-exceed amount of \$1,211,000 to provide an optional two-year extension for Maximo Software as a Service (SaaS) and associated support services - *Presented by Information System Manager, Bryan Crowley*
11. Adopt a Resolution Authorizing the General Manager to Execute Change Order 004 to Contract No. CV-BB-23-002 with Ghilotti Brothers in an amount of \$827,571 and Contract Extension to March 31, 2025 for the Construction of Non-Motorized Pathway between McInnis Parkway and Smith Ranch Road, San Rafael - *Chief Engineer, Bill Gamlen*
12. Appointment of General Counsel and Approve Appointment Agreement, Effective July 8, 2024 – *Presented by General Manager Cumins*
13. Authorize the General Manager to Award Contract No. PL-PS-24-002 with Fehr & Peers for an amount not-to-exceed of \$438,311 to provide the technical services and support for the development of SMART’s Quality of Life and Economic Impact Assessment - *Presented by Planning Manager, Emily Betts*
14. Adopt a Resolution Approving SMART’s Participation in the No-Cost and Reduced Cost Interagency Transfer Pilot Program - *Presented by Chief Financial Officer, Heather McKillop*
15. Metropolitan Transportation Commission Regional Mapping and Wayfinding Project and Downtown Santa Rosa Prototype (*Information*) – *Presented by Planning Manager, Emily Betts*
16. Next Board of Directors Meeting, July 17, 2024 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
17. Adjournment

ACCOMODATIONS:

Public participation is solicited without regard to race, color, national origin, age, sex, gender identity, religion, disability or family status. Upon request, SMART will provide for written agenda materials in appropriate alternative formats, disability-related modification or other accommodation, to enable individuals to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service, or alternative format requested at least two (2) days before the meeting. Requests should be emailed to *Leticia Rosas, Clerk of the Board* at lrosas@sonomamarintrain.org or submitted by phone at (707) 794-3072. Requests made by mail SMART’s, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS
MEETING MINUTES**

May 15, 2024 – 1:30 PM

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

1. Call to Order

Chair Lucan called the meeting to order at 1:30pm. Directors Coursey, Farac, Pahre, Paulson, Rabbitt, and Sackett were present. Director Bagby arrived later. Directors Colin, Fudge, Garbarino, and Rogers were absent.

Vice Chair Bagby arrived at 1:32pm.

2. Approval of the April 17, 2024, Board Meeting Minutes and May 1, 2024, Budget Workshop Minutes

MOTION: Director Rabbitt moved approval of the April 17, 2024, Board Meeting Minutes and May 1, 2024, Budget Workshop Minutes as presented. Director Farac second. The motion carried 8-0 (Directors Colin, Fudge, Garbarino, and Rogers were absent.)

3. Board Member Announcements

None

4. General Manager's Report

General Manager Cumins provided an overview on the following:

- Contracts/Amendments over \$ 100k
- Ridership Update
- Construction Update
- New Initiatives
 - Santa Rosa Rose -E Trolley
 - River Shuttle Partnership
 - SMART Connect Larkspur
- FTA Triennial Review
- Questions

Contract/Procurements over \$100k

General Manager Cumins reported on two contracts discussed in the meeting. The first contract was with Wiskerchen Truck and Equipment, involving the purchase of one hi-rail truck. This contract, awarded through solicitation number OP-EQ-24-002, amounted to \$132,617. The second contract, with Holland, L.P., focused on testing and measuring of track geometry, strength, and rail profile. Amendment number one extended the term for an additional year and increased the not-to-exceed amount by \$33,500, resulting in a new total of \$113,500.

Ridership Update

- April Monthly ridership: 80,340 (37% increase from 2023, 33% increase from 2019 pre-COVID)
- May ridership: 31,011 (25% increase from May 2023, 23% increase from May 2019 pre- COVID)
- Year-to-date ridership: 8% above 2019 levels
- Anticipated milestone: Surpassed 2019's total ridership in May 2024.
- Celebration: Cake was enjoyed

Pathways

- April pathway trips totaled 67,311.
- Counter placed in San Rafael, on Caltrans right of way at Lincoln Hill Pathway.
- Counts for this location incorporated into monthly report.

Construction Update

General Manager Cumins reported on construction progress, showcasing photos of various sites including McDowell Boulevard, Petaluma North Station, and Windsor. Activities included installing traffic signal conduits, placing concrete for platform walls, and installing support piles. Additionally, there was progress on the undercrossing project in partnership with City of Windsor, and fencing was set to be installed along the right of way in Windsor. General Manager Cumins expressed satisfaction with the progress and confidence in meeting project timelines.

New Initiatives

- Santa Rosa Rose-E Trolley.
- Partnership with Santa Rosa downtown district established.
- Trolley connects Railroad Square to downtown district.
- SMART, Sonoma Clean Power, City of Santa Rosa, and Visit Santa Rosa are sponsors.
- Electric trolley with ADA accessibility.
- Free of charge for riders.
- Program duration: May 15th to September 20th.
- Operating times:
 - Wednesdays, Thursdays, Fridays: 5 PM to 9 PM.
 - Saturdays: 1 PM to 4 PM, 5 PM to 9 PM.
 - Sundays: 11 AM to 3 PM.
- River Shuttle Partnership
- The current shuttle stops just short of SMART connect stops.
- A partnership between SMART and regional parks will extend the shuttle route.
 - SMART will offer a direct ride to Steel Head beach in the morning and one pickup in the afternoon.
 - The project supports transit access to regional parks.

- SMART Connect Larkspur
- Launching shuttle to Larkspur Ferry terminal in June, aiming for June 1st.
- Ribbon cutting planned for June 20th.
- Service days: Thursday through Sunday initially, expanding later.
- Service hours: weekdays from 7 am to 6 pm; weekends from 8:30 am to 7:30 pm.
- Shuttle to meet every train and ferry within 5 minutes.
- Shuttle to also serve Larkspur Landing and Corte Madera malls on demand.
- Collaboration with local entities like Corte Madera malls, and Chambers of Commerce.
- Adult fares set at \$1.50, Seniors and Youth ride free.
- Partnership discussions ongoing with TAM and Golden Gate.

FTA Triennial Review

General Manager Cumins reported on the FTA Triennial audit, mandated by Congress in 1982 for urbanized area formula program fund recipients. The audit, conducted every three years, scrutinized 23 areas including legal and financial management, technical capacity, transit asset management, and cybersecurity. They responded to 238 questions and provided 805 documents. The audit found one deficiency, easily addressed with a new procedure. Procurement was praised as a model process. The draft report arrives around June 10th, final by July 16th, with 90 days to resolve deficiencies. Team SMART's hard work ensured compliance and readiness.

Comments

Director Sackett commended the procurement team and raised queries about Larkspur Connect, specifically regarding fare calculation, payment methods, and the meaning of on-demand services. Planning Manager Emily Betts explained that the software facilitates both scheduled and on-demand stops, with scheduled stops for ferry and train arrivals. The van will shuttle between Larkspur Landing and designated stops, with on-demand service for the wider area. Fare payment is via the app or cash onboard, like airport shuttles. Booking ahead is encouraged due to limited capacity, especially on weekends when many passengers disembark.

5. Public Comment on Non- Agenda Items

Steve Birdlebough commended the progress on Jennings Crossing. He highlighted that despite disagreements among lawyers, the need for swift resolution was paramount due to safety concerns, as alternative routes are prone to accidents. He suggested involving an arbitrator if necessary. Stressing the importance of the crossing for safety, Mr. Birdlebough emphasized the safety of pedestrian crossings and urged for prompt agreement to commence construction.

Chris Gunther reiterated support for the Jennings Crossing project, presenting over a hundred signed postcards from SRJC students. Stressing the importance of connectivity, especially with the proposed bike and pedestrian overcrossing of Highway 101, Mr. Gunther highlighted community resonance and the need for expedient progress. They urged for more public discussion if necessary and emphasized the potential for goodwill if the project moves forward swiftly.

Duane Bellinger spoke about his recent experiences utilizing public transit, including SMART and Amtrak, to travel to the airport and attend events. He expressed disappointment in the delay of plans for a pedestrian-oriented community in Petaluma, despite state funding allocation. Mr.

Bellinger emphasized the importance of such communities in reducing carbon emissions and urged further investigation into the delay.

Richard Brand expressed his admiration for the staff's work and congratulated them. He raised a policy issue related to Measure Q, noting that while it's budget-related, it doesn't cover freight despite being written for a passenger rail system along the NWP Rail line. He suggested investigating the definition of a passenger rail system as it doesn't exclude freight according to federal railroad authorities. Mr. Brand emphasized the historical practice of railroads carrying both passengers and freight and urged further investigation to ensure funding for updates to maintain the freight system's operation. He highlighted examples such as Amtrak and Cal Train, where freight is also present alongside passenger services.

6. Consent

- a. Monthly Ridership Report – April 2024
- b. Approval of Monthly Financial Reports – March 2024
- c. Adopt the Resolutions Authorizing the Annual Filing of Grant Applications for Federal Transit Administration Formula 5304, Federal Transit Administration Formula 5337 State of Good Repair State Transit Assistance, State Rail Assistance, State Low Carbon Transit Program and State of Good Repair fund Program for a Total of \$ 18,341,310 in Fiscal Year 2024-2025 Budget Operations Grant Support

Chair Lucan asked for Board and public comments on the proposed Consent Agenda.

MOTION: Director Pahre moved approval of the Consent Agenda as presented. Director Paulson second. The motion carried 8-0 (Directors Colin, Fudge, Garbarino, and Rogers were absent.)

7. Fiscal Year 2025 Draft Budget (Information and Discussion) – *Presented by Chief Financial Officer Heather McKillop*

Chief Financial Officer, Heather McKillop, introduced Budget and Finance Manager, Claire Springer. They have worked together to provide the Draft Budget being presented today. The purpose of today's presentation is to receive feedback to prepare the Fiscal Year 2024-25 Budget. The presentation is located on SMART's website. Highlights include:

Fiscal Year 2024 Draft Budget Workshop:

Content of Discussion

- Vision and Mission
- Strategies
- Revenues – Passenger
- Expenditures – Passenger
- Revenues – Freight
- Expenditures – Freight
- Next Steps

Vision and Mission

- SMART House

Strategies

- Ridership Strategies
- Pathway Strategies
- Extension Strategies
- Freight Strategies

Revenues – Passenger

- Estimated Revenues – Fiscal Year 2025
- Revenues – Sales and Use Tax
- Revenues – Federal
- Revenues – State
- Revenues – State (Project Specific)
- Revenues – Local Governments (Project Specific)
- Revenues – Other SMART Sources

Expenditures – Freight

- Expenditures
- Priority Projects

Next Steps

- Incorporate Feedback as Appropriate from Workshop
- Draft Budget Published for Public Review
- COC meeting on May 22nd
- Incorporate comments
- Present Budget for Board Approval June 18th

Comments

Director Coursey acknowledged the pressing issue of freight storage in South Sonoma County. They questioned if the budget provided another year before a decision was necessary. General Manager Cumins clarified they were exploring various funding sources, including discussions with the State for additional funds. General Manager Cumins highlighted the ongoing funding gap due to unexpected infrastructure issues. The possibility of introducing regular box cars instead of tankers was discussed, though the decision remains challenging due to community sentiments. Chief Financial Officer Heather McKillop highlighted the tight budget, revealing that while materials for repairs were secured, there was no funding for actual repairs or contingencies. General Manager Cumins expressed confidence in navigating 2025 but emphasized the need for tough decisions to ensure long-term sustainability.

Chair Lucan inquired about expanding ridership from 38 to 42 trips and requested details on the draft schedule. Planning Manager, Emily Betts outlined the addition of four new trips, focusing on morning and midday service, without adjusting existing weekday times. General Manager Cumins sought clarification, confirming that the new trips fill in service gaps without altering the entire schedule. Planning Manager, Emily Betts confirmed and noted the importance of the added trips for students and midday ridership.

Richard Brand discussed the potential for a transloading opportunity at Fulton Junction, just north of Santa Rosa. He observed ongoing transportation of redwood logs from Santa Cruz County to Cloverdale via heavy-duty trucks through San Francisco, suggesting an opportunity for transloading at Fulton to alleviate truck traffic on HWY 101. He highlighted the ample space at Fulton, owned by SMART, as an ideal location for transloading.

Chair Lucan stated that no action was being taken. Chief Financial Officer, Heather McKillop, outlined the next steps for budget preparation. The budget will be open for public comment until the May 31, 2024. The Citizens Oversight Committee meeting is scheduled for May 22, 2024, where the budget will be presented for input. The final budget will be presented for approval on June 18, 2024.

Chair Lucan adjourned the Board to Closed Session at 2:23pm on the following:

8. Closed Session – Conference with Board of Directors to Consider Public Appointment for the position of General Counsel – Pursuant to California Government Code Section 54957
9. Report Out Closed Session

District Legal Counsel Lyons reported out of Closed Session at 3:20pm on the following:

Conference with Board of Directors to Consider Public Appointment for the position of General Counsel – Pursuant to California Government Code Section 54957
Report Out: No Action taken.

10. Next Regular Meeting of the Board of Directors, June 18, 2024 – 1:30pm – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
11. Adjournment – Meeting adjourned at 3:22pm.

Respectfully submitted,

Cassandra Perez
Administrative Assistant

Approved on: _____



June 18, 2024

Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

Rachel Farac
Transportation Authority of Marin

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Mary Sackett
Marin County Board of Supervisors

Eddy Cumins
General Manager

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Phone: 707-794-3330
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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: Monthly Ridership Report – May 2024

Dear Board Members:

RECOMMENDATIONS: Accept Monthly Ridership Report – May 2024

SUMMARY:

We are presenting the monthly ridership report for activity for the month of May 2024. This report shows trends in ridership for SMART by tracking Totals, Average Weekday riders, and Average Saturday riders, Average Sunday/Holiday riders, as well as bicycles and mobility devices.

With the transition to the Automatic Passenger Counter (APC) in October 2022, SMART has a highly accurate method of tracking boardings and alightings at stations that does not depend on manual counts by the conductors. The APC system has been tested and validated at a 99% accuracy level, and has been certified for passenger count use by the Federal Transit Administration (FTA). Both APC-based ridership and fare-based collection rider counts are shown in the attached report to give a full picture of ridership. APC-based ridership captures all riders, including riders with passes who neglect to tag on or off, riders who fail to activate their mobile app tickets, as well as categories of riders such as children under five years old.

This report compares the most recent month to the same month during the prior year, as is standard industry practice for tracking trends over time. These reports also note relevant details associated with fare program discount usage and trends in riders bringing bicycles onboard as well as riders who use mobility devices.

SMART's ridership data through May 2024 is posted on the SMART website (<https://sonomamarintrain.org/RidershipReports>).

FISCAL IMPACT: None

REVIEWED BY: [x] Finance /s/ [x] Counsel /s/

Respectfully,
/s/
Emily Betts
Planning Manager

Attachment(s): Monthly Ridership Report – May 2024

MAY 2024 SMART RIDERSHIP REPORT

May 2024 ridership saw continued increases, with average weekday ridership at 3,183, up 6% from April, and setting a new record high for SMART. Average Saturday and Sunday ridership decreased by 12% and increased by 24%, respectively, from the previous month. Total monthly ridership was 85,448, a 31% increase over last May, and 33% over May 2019 (pre-COVID). May 2024 was SMART’s highest month since the inception of service for both total monthly ridership and average weekday ridership.

As a reminder, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced to 16 trips. In May 2021, SMART added back 10 weekday trips. Saturday service was restored in May 2021, and Sunday service in May 2022. In June 2022, SMART added 10 additional weekday trips, and in October 2022, SMART added 2 additional midday trips, for the current schedule of 38 trips per weekday. In May 2023, SMART added two evening trips on Friday and Saturday, known as the Starlighter. On October 2nd, SMART suspended the Starlighter service but increased weekend service, running 16 trips total on both Saturday and Sunday.

The tables below present data for May 2023 and 2024 year-over-year, and the Fiscal Year to date (July-May). Ridership for the fiscal year to date is up 35% over the same time period for FY23.

MONTHLY TOTALS YEAR-OVER-YEAR	MAY 2023	MAY 2024	% Change
Ridership	65,416	85,448	31%
Fare Payments (Clipper + App Only)	51,964	46,270	-11%
Average Weekday Ridership	2,485	3,183	28%
Average Saturday Ridership	1,317	1,651	25%
Average Sunday Ridership	1,098	1,762	61%
Bicycles	9,078	11,854	31%
Mobility Devices	127	262	106%

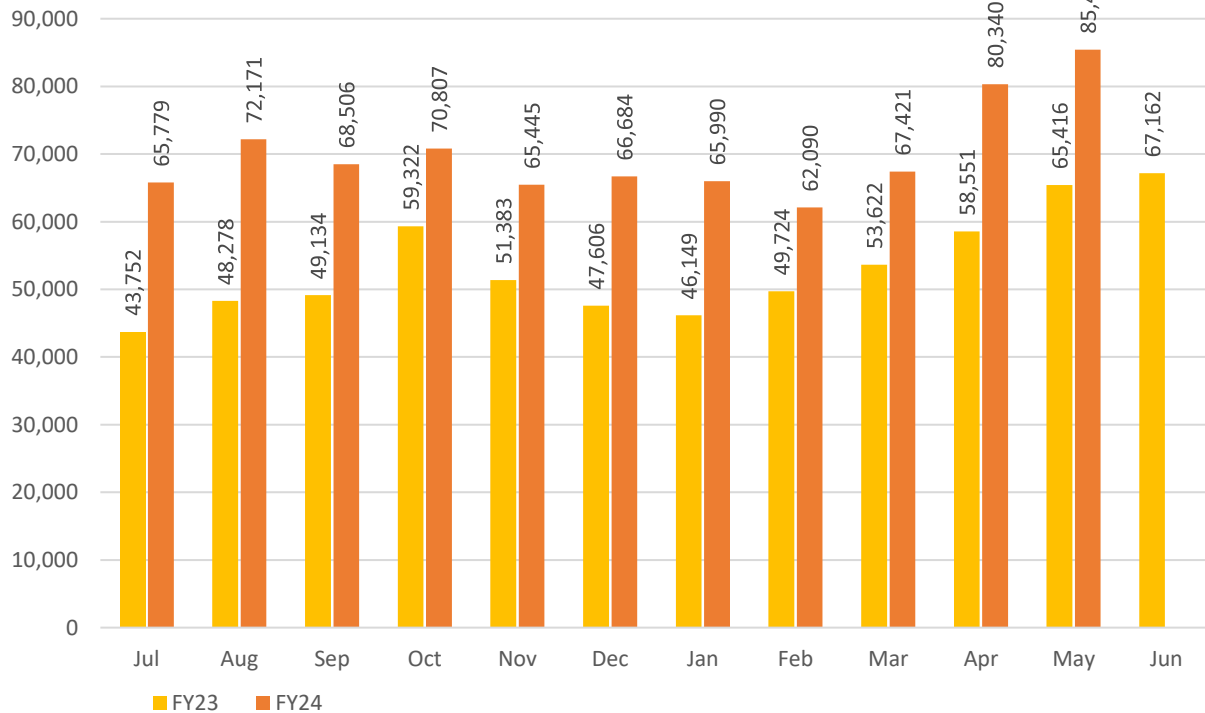
**Discrepancy between total ridership change and fare payments change due to launch of Free Fare program for youth and seniors on April 1.*

FISCAL YEAR (Jul - May)	Fiscal Year 2023	Fiscal Year 2024	% Change
Ridership	572,937	770,681	35%
Fare Payments (Clipper + App Only)	471,774	563,324	19%
Average Weekday Ridership	2,069	2,743	33%
Average Saturday Ridership	1,037	1,442	39%
Average Sunday Ridership	828	1,198	45%
Bicycles	83,313	104,222	25%
Mobility Devices	1,508	1,665	10%

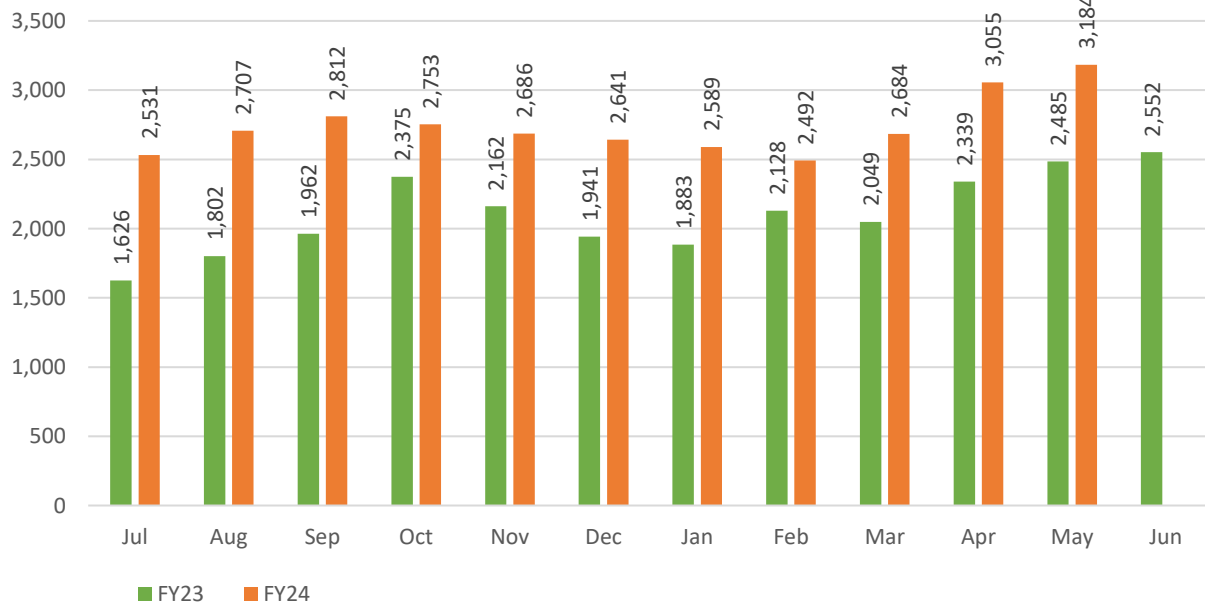
MAY 2024 SMART RIDERSHIP REPORT

The following charts compare the average weekday ridership, average weekend ridership, boardings by day of week, and monthly totals for FY23-FY24.

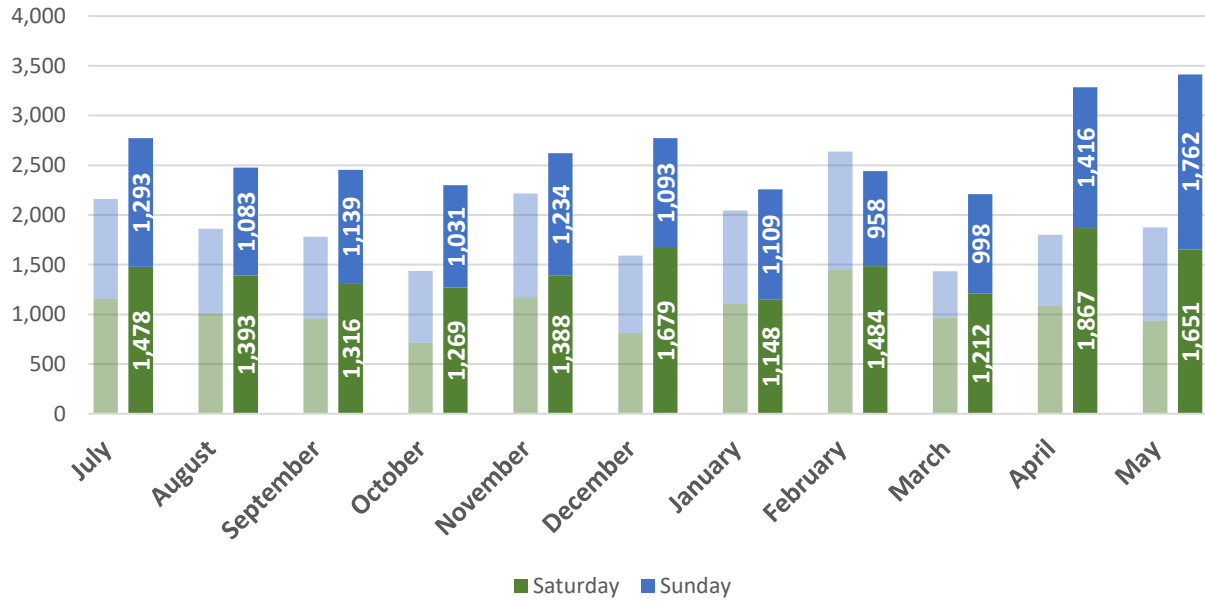
SMART Monthly Ridership (FY23 - FY24)



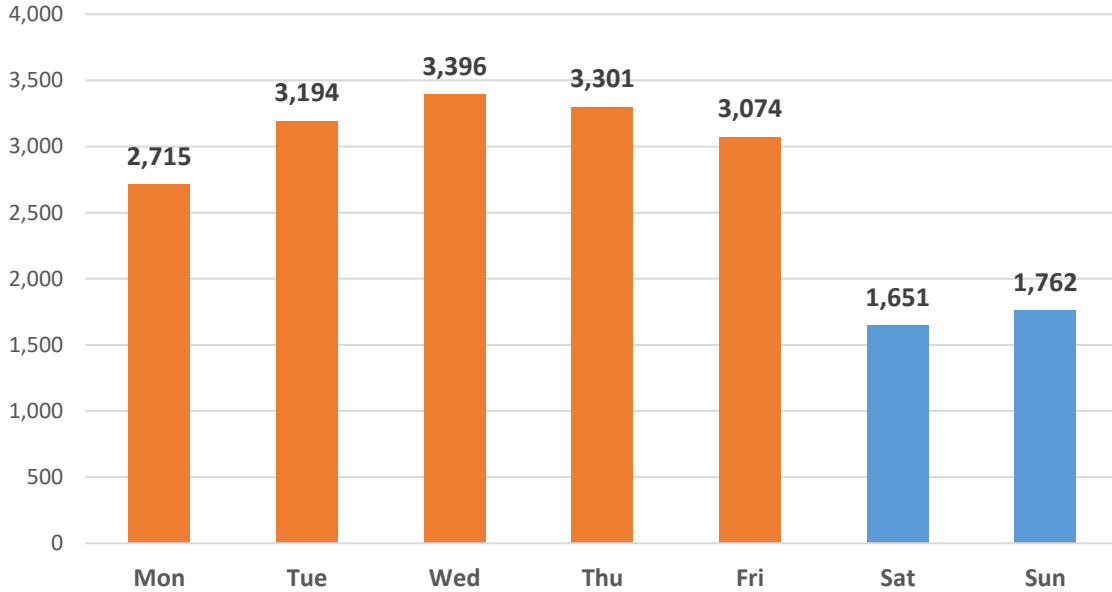
SMART Average Weekday Ridership (FY23 - FY24)



Average Weekend Boardings (Pre-Pandemic v FY24)



Average Boardings by Day of Week (May 2024)





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June 18, 2024

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

SUBJECT: Monthly Financial Status

Dear Board Members:

RECOMMENDATION: Approve Monthly Financial Reports – April 2024

SUMMARY:

We have provided budgeted revenues and actual expenditures for both passenger rail and freight in separate charts in the attached document. The actual column reflects revenues and expenditures for the first ten (10) months of Fiscal Year 2024 (July – April). In addition, for passenger rail, we have shown more detail regarding sales tax and fare revenues to show current and comparative information over the last five years.

Information on the approved budget, actual expenditures, and remaining budget have been provided. Please keep in mind that expenditures do not always occur on a straight-line basis, many large expenditures such as debt service only occur on specific intervals. The amended budget which as approved by the Board on February 21st is reflected in this financial report.

We have also included information regarding SMART's investment policy, where our funds are being held, and how much is currently being held. In addition, we have shown the current obligations, reserves, and fund balance requirements for Fiscal Year 2024.

Sincerely,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s):

- 1) Monthly Financial Status Report
- 2) Contract Summary Report



Contract Summary

Active contracts as of April 30, 2024

PASSENGER RAIL

Contractor	Scope	Fiscal Year 23/24 Projected	Fiscal Year 23/24 Actuals
A.J. Janitorial Service	Janitorial Services for all Stations, Roblar, ROC, and Fulton	\$ 114,000	\$ 91,400
Ai-Media Technologies, LLC	Closed-Captioning Services	\$ 450	\$ 450
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$ 36,000	\$ 30,364
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$ 89,445	\$ 26,986
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$ 70,000	\$ 22,207
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$ 158,683	\$ 58,854
Argonaut Constructors	Parking Lot Improvements at Petaluma Downtown Station	\$ 14,925	\$ 14,925
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$ 625	\$ 625
Balfour Beatty Infrastructure, Inc.	Track Surfacing, Lining, and Ballast Restoration	\$ 189,408	\$ 179,937
Balloon Specialties	Balloons for Petaluma North Groundbreaking	\$ 801	\$ 801
BBM Railway Equipment, LLC	Inspect, Certify, and Repair Jacks and Stands	\$ 12,835	\$ 12,385
Becoming Independent	Emergency Bus Bridge Services	\$ 19,051	\$ 10,800
BKF Engineers Inc.	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$ 952,426	\$ 440,924
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$ 30,000	\$ -
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$ 11,208	\$ 9,302
Business Training Library, LLC	Cloud-Based Learning Courses	\$ 5,431	\$ 5,431
Cal Interpreting & Translations	Real Time Translation and Related Services	\$ 5,000	\$ -
Charlie Gesell Photography	Photography for Petaluma North Groundbreaking	\$ 625	\$ 625
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$ 6,480	\$ 6,480
Code 3 Entertainment Services, LLC	Microtransit Operations and Maintenance Services	\$ 375,000	\$ 311,134
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$ 979,435	\$ 348,834
CSW/Stuber-Stroeh Engineering Group	Design and Engineering for Petaluma North Station, N. McDowell Grade Crossing, Segments 2 & 3 Pathway	\$ 510,205	\$ 177,120
Data Ticket	Processing Parking Fines for Illegal Parking	\$ 2,500	\$ 450
DeAngelo Contracting Services, LLC	Vegetation Control Services	\$ 38,520	\$ 32,742
Doc Bailey Construction Equipment, Inc.	Hi Rail Vehicle Inspection, Maintenance, Repair, and Certification Services	\$ 9,600	\$ 4,800
Doug Williams	Fire and Life Safety Consultant	\$ 2,035	\$ 555
Downtown Action Organization Inc	MOU for Marketing Partnership	\$ 14,000	\$ 13,900
Dr. Lance O'Connor	Occupational Health Screening Services	\$ 5,000	\$ 1,875
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$ 25,000	\$ 13,900
Eide Bailly LLP	Financial Audit Services	\$ 58,300	\$ 46,000
eLock Technologies, LLC	Station Bike Lockers - Ongoing Maintenance and Support Services	\$ 13,130	\$ 11,370
Empire Cleaners	Operations Uniform Dry Cleaning, Laundering, and Related Services	\$ 18,000	\$ 5,687
Fairbank, Maslin, Maullin, Metz & Associates	Survey and Polling Services	\$ 38,500	\$ 38,500
Foster & Foster (formerly Demsey, Filliger, & Associates, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 4,750	\$ 4,250
Gallagher Benefit Services, Inc.	Classification and Compensation Study Services	\$ 49,875	\$ 49,875
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$ 70,000	\$ 63,679
George Hills Company, Inc.	Third Party Claims Administration Services	\$ 40,000	\$ 7,579
Ghilotti Bros, Inc.	Construction of Non-Motorized Pathway - Lakeville to Payran	\$ 191,144	\$ 167,192
Ghilotti Bros, Inc.	Construction of NMP McInnis to Smith Ranch	\$ 3,490,399	\$ 1,436,448
Golden Five, LLC	Microsoft 365 Consulting Services	\$ 49,800	\$ 47,895
GP Crane & Hoist Services	Cal/OSHA Inspection Services	\$ 3,960	\$ 3,520
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$ 12,860	\$ 12,860
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$ 33,558	\$ 30,917
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$ 16,188	\$ 12,297
Hanson Bridgett LLP	Legal Services - Union Negotiations	\$ 100,000	\$ 20,787
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 2,406	\$ 1,266
Holland Company	Track Geometry and Measurement Services	\$ 24,375	\$ 24,375
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$ 24,000	\$ 16,512
Integrated Security Controls, Inc.	CCTV Maintenance and Support	\$ 28,261	\$ 3,725
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$ 169,683	\$ 169,683
JC & BB3 Enterprises, Inc.	Installation of Window Decals on DMUs	\$ 1,298	\$ 1,068
JMA Civil, Inc.	On-Call Civil & Rail Engineering Design Services	\$ 74,994	\$ 63,198
Khoury Consulting, LLC	California State Legislative and Advocacy Services	\$ 120,000	\$ 90,000
LC Disability Consulting	Disability Access Consulting	\$ 10,000	\$ 3,000
LeaseQuery, LLC	Lease Software Licensing and Software Support Services	\$ 10,596	\$ 10,596

Contractor	Scope	Fiscal Year 23/24 Projected	Fiscal Year 23/24 Actuals
Leete Generators	Generator Inspection and Maintenance Services	\$ 2,700	\$ 2,481
Lewis, Brisbois, Bisgaard & Smith LLP	Various legal services related to transit	\$ 46,576	\$ 4,754
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$ 2,100	\$ 1,300
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$ 58,500	\$ 43,500
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$ 29,295	\$ 25,816
MaxAccel	Learning Management System	\$ 15,700	\$ 10,764
Militus, Inc.	Cybersecurity and Network Threat Analysis and Assessment	\$ 40,000	\$ 40,000
Mission Linen Supply	Employee Uniform Rentals	\$ 34,000	\$ 22,237
Mission Linen Supply	Laundry and Dry Cleaning for SMART-Owned Uniforms	\$ 10,000	\$ 50
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$ 94,000	\$ 77,863
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$ 6,969,618	\$ 2,191,249
MuniServices, LLC	Sales Tax Recovery Services	\$ 38,444	\$ 16,803
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$ 11,867	\$ 11,867
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$ 2,900	\$ 603
North Bay Petroleum	Provision of Fuel for DMUs	\$ 1,316,697	\$ 1,272,904
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$ 287,933	\$ 177,468
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$ 42,000	\$ 11,253
Olson Remcho	Legal Services Related to Ordinances and Taxes	\$ 5,000	\$ 3,867
Oracle	Fusion ERP System	\$ 200,000	\$ 141,179
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$ 25,000	\$ 14,300
PFM Financial Advisors, LLC	Financial Advisory Services	\$ 20,000	\$ -
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$ 324,068	\$ 271,757
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$ 31,500	\$ 8,685
Sherwood Electromotion, Inc.	Overhaul Services for SMART's Permanent Magnet Alternators	\$ 29,500	\$ 21,560
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$ 70,000	\$ 40,432
Sierra-Cedar, LLC	Implementation of Projects and Grants Modules	\$ 160,000	\$ 85,768
Sonoma County Fleet Operation Division	Non-Revenue Fleet Vehicle Installation, Maintenance, and Repair Services	\$ 56,000	\$ 42,470
Sperry Rail Services	Rail Flaw Detection Services	\$ 28,000	\$ 8,051
SPTJ Consulting, Inc.	Network Monitoring and Support Services	\$ 202,419	\$ 187,606
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$ 19,556,503	\$ 10,704,924
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Construction of Petaluma North Station Platform, Grade Crossing Reconstruction, and Pathway	\$ 9,212,411	\$ 6,175,028
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Paving Work for the City of Petaluma as Part of the Petaluma North Project	\$ 806,102	\$ 70,125
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program Management	\$ 11,300	\$ 6,726
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$ 9,702	\$ 9,702
TDG Engineering, Inc.	Wayfinding System Planning and Design for the SMART Pathway	\$ 112,454	\$ 78,454
The Routing Company	Furnish, Implement, and Maintain a Microtransit Software Platform	\$ 45,662	\$ 10,913
Thomas Houston Associates, Inc.	Equal Opportunity Employment Consultant	\$ 10,000	\$ 5,950
Traliant, LLC	Online Training Program	\$ 2,706	\$ 2,706
Triangle Properties, Inc.	SoCo Pathway Riparian Enhancement Implementation and Monitoring	\$ 52,951	\$ 48,266
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$ 1,890	\$ 1,890
True Value Wholesale Hardware of Larkfield, Inc.	Tent Rental for Petaluma North Groundbreaking	\$ 6,190	\$ 6,190
Urban Transportation Associates, Inc.	Onboard Automatic Passenger Counter System Purchase, Install, and Software Implementation and Training	\$ 9,200	\$ 9,200
UTCRA, LLC	Wheel Pressing Services	\$ 25,200	\$ 25,200
Van Scoyoc Associates	Federal Lobbying Services	\$ 90,000	\$ 40,000
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$ 190,649	\$ 171,504
Vista Broadband Networks, Inc.	Broadband Services	\$ 9,000	\$ 7,511
W.J.C. Electric, Inc. dba Hahn Automotive	Non-Revenue Vehicle Repair and Service	\$ 15,000	\$ -
Web Master Designs, LLC	As-Needed Monitoring, Management, and Support Services for Public-Facing Websites	\$ 10,000	\$ 2,663
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$ 35,165	\$ 15,900
WRA, Inc.	As-Needed Environmental Consulting Services	\$ 168,185	\$ 124,705
	TOTAL	\$ 48,868,853	\$ 26,414,229

FREIGHT RAIL

Contractor	Scope	Fiscal Year 23/24 Projected	Fiscal Year 23/24 Actuals
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$ 44,439	\$ 32,607
American Rail Engineers Corporation	Brazos Phase 2 Bridge Design	\$ 20,000	\$ 14,278
Cathcart Rail Holdco, LLC dba Cathcart Field Services, LLC	Running Repair Agent Inspection and Maintenance Services	\$ 7,884	\$ 7,870
DeAngelo Contracting Services, LLC	Vegetation Control Services	\$ 27,840	\$ 23,664
Freight Rail Tracking Software	Freight Rail Tracking Software	\$ 5,000	\$ 3,097
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$ 44,800	\$ 35,839
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 354	\$ -
Hue & Cry, Inc.	Security System at Schellville Depot	\$ 1,000	\$ 746

Contractor	Scope	Fiscal Year 23/24 Projected	Fiscal Year 23/24 Actuals
Koppers Railroad Structures, Inc.	Brazos Branch Timber Bridge Repairs - Phase I Contract	\$ 660,696	\$ 660,696
Lambertus J. Versteegen dba South West Locomotive Repair	Locomotive Maintenance and Repair	\$ 20,000	\$ 13,271
Mike Neles Trucking LLC	Class A Driving	\$ 300	\$ 300
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$ 90,000	\$ 55,148
Summit Signal, Inc.	Inspection, Testing, and Maintenance Services for Signal Equipment Along Brazos Branch	\$ 75,792	\$ 62,278
Summit Signal, Inc.	Freight Call-Out Maintenance and Repair Services	\$ 10,530	\$ 9,975
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$ 2,400	\$ 1,771
	TOTAL	\$ 1,011,035	\$ 921,540

Actuals-To-Date include invoices that have been approved, but may not have been processed in SMART's Financial System, as of April 30,2024



MONTHLY FINANCIAL STATUS

APRIL 2024

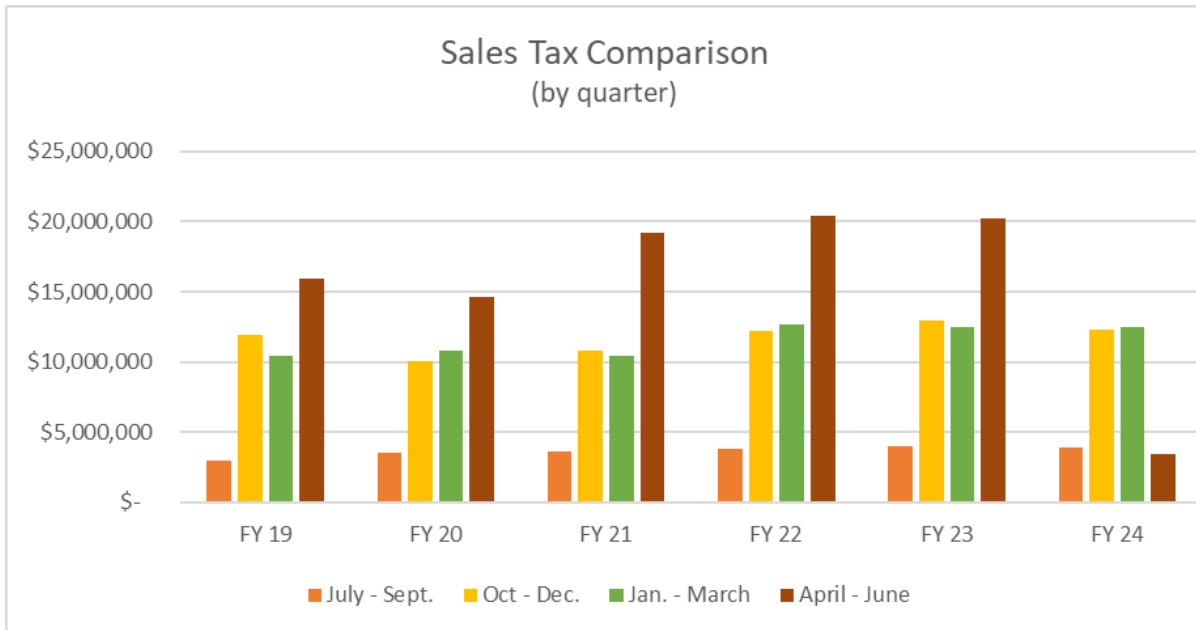
PASSENGER REVENUES

	FY 2023-24 Approved Budget	Actual	Amount Over / (Under) Budget
Revenues			
Passenger Rail			
Sales/Use Taxes	\$ 50,031,000	\$ 32,195,295	\$ (17,835,705)
Interest and Lease Earnings	\$ 1,121,647	\$ 2,772,833	\$ 1,651,186
Miscellaneous Revenue	\$ 5,659	\$ 367,933	\$ 362,274
Passenger Fares	\$ 1,803,384	\$ 1,843,881	\$ 40,497
Parking Fares	\$ 15,000	\$ 9,172	\$ (5,828)
State Grants	\$ 47,746,437	\$ 3,055,207	\$ (44,691,230)
Charges For Services	\$ 75,637	\$ 75,565	\$ (72)
Federal Funds (Non-COVID Relief)	\$ 5,749,081	\$ 4,692,044	\$ (1,057,037)
Other Governments	\$ 8,221,921	\$ 298,203	\$ (7,923,718)
Passenger Rail Subtotal	\$ 114,769,766	\$ 45,310,133	\$ (69,459,633)

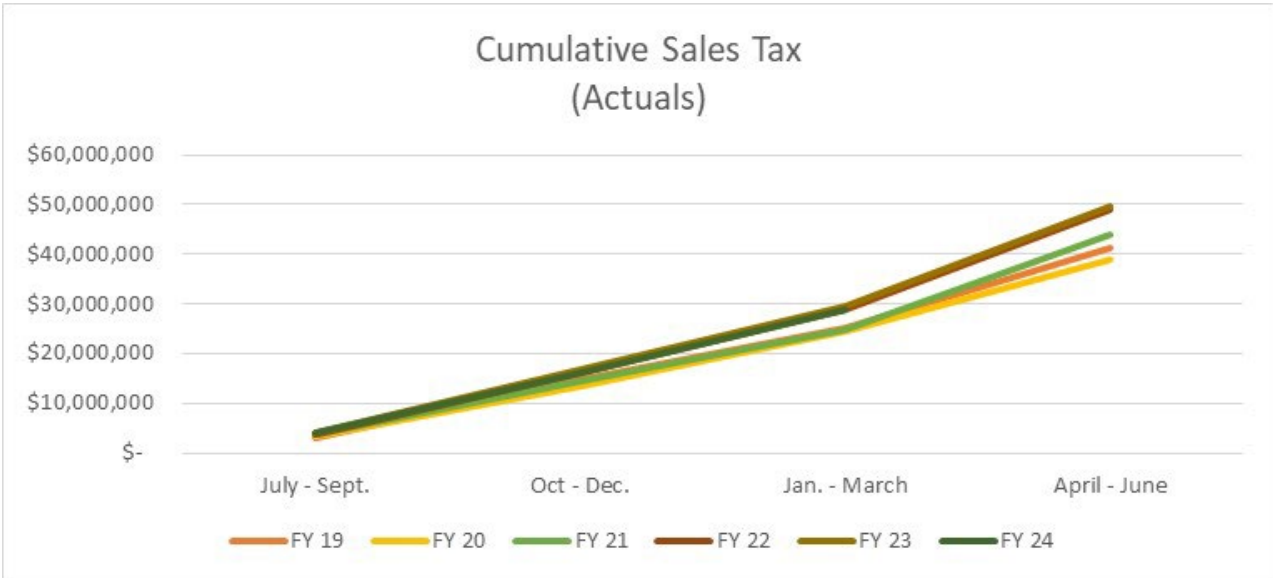
**Measure Q Sales Tax
Fiscal Year (FY) 2023/2024**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
Revised Forecast (Amended)	\$ 3,942,911	\$ 12,335,899	\$ 12,502,411	\$ 21,249,779
Actual	\$ 3,942,911	\$ 12,335,899	\$ 12,502,411	\$ 3,414,074
Difference	\$ -	\$ -	\$ -	\$(17,835,705)

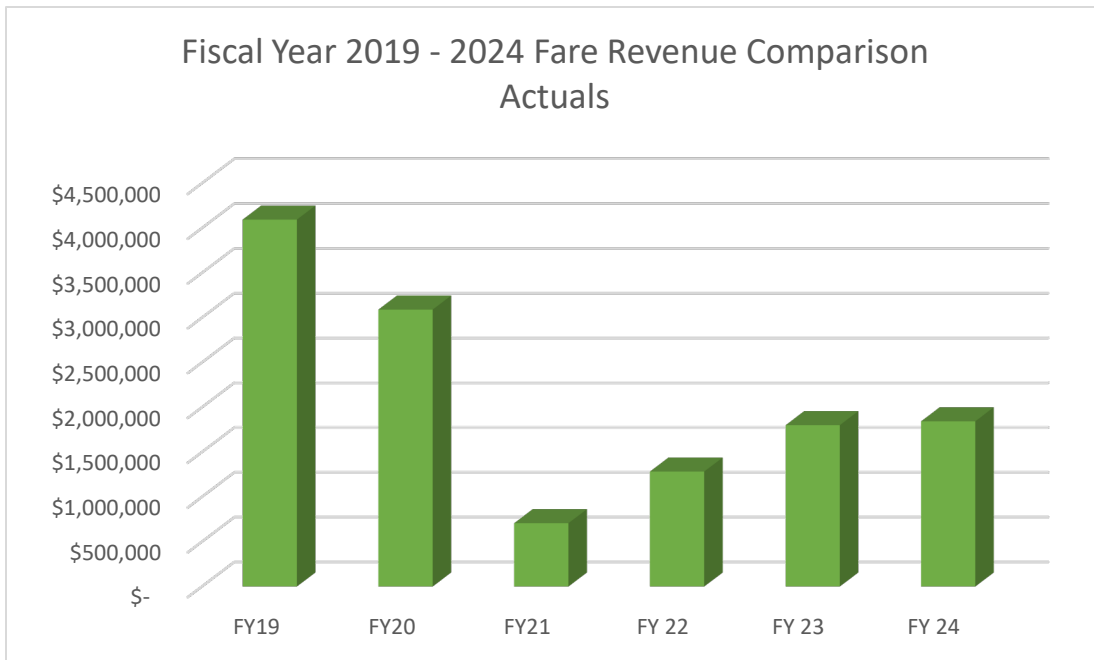
**Fiscal Year 2019-2024 Net Sales Tax Comparison
(by Quarter)**



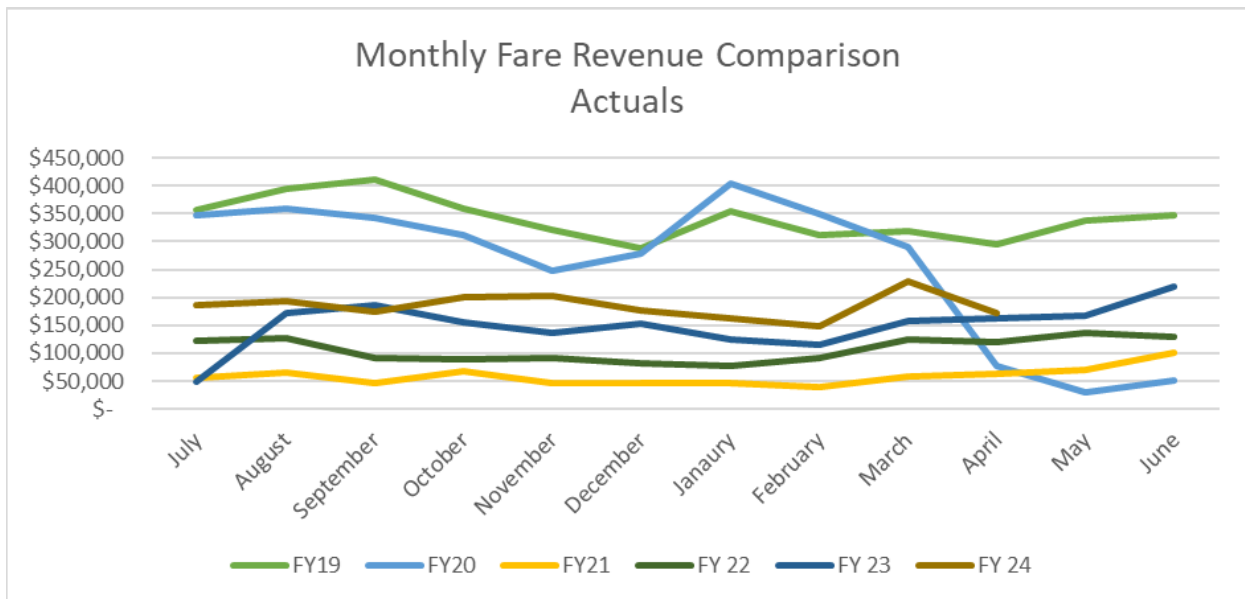
Fiscal Year 2019-2024 Cumulative Sales Tax Comparison



Fiscal Year 2019-2024 Fare Revenue Comparison



Fiscal Year 2019-2024 Monthly Fare Revenue Comparison



PASSENGER EXPENDITURES

	FY 2023-24 Approved Budget	Actual	Amount Over / (Under) Budget
Passenger Expenditures			
Administration			
Salaries & Benefits	\$ 6,560,493	\$ 4,859,403	\$ (1,701,090)
Services & Supplies	\$ 11,243,538	\$ 4,894,590	\$ (6,348,948)
Administration Subtotal	\$ 17,804,031	\$ 9,753,993	\$ (8,050,038)
Operations			
Salaries & Benefits	\$ 18,782,237	\$ 14,226,718	\$ (4,555,519)
Services & Supplies	\$ 7,442,024	\$ 4,353,792	\$ (3,088,232)
Operations Subtotal	\$ 26,224,261	\$ 18,580,510	\$ (7,643,751)
Capital			
Salaries & Benefits	\$ 704,575	\$ 362,633	\$ (341,942)
Services & Supplies	\$ 5,038,882	\$ 2,268,140	\$ (2,770,742)
Capital Subtotal	\$ 5,743,457	\$ 2,630,773	\$ (3,112,684)
Total Passenger Expenditures	\$ 49,771,749	\$ 30,965,276	\$ (18,806,473)

Passenger (Capitalized) Expenditures			
Buildings & Capital Improvements	\$ 44,023,036	\$ 20,412,597	\$ (23,610,439)
Land	\$ -	\$ -	\$ -
Machinery & Equipment	\$ 3,740,831	\$ 1,169,602	\$ (2,571,229)
Infrastructure	\$ 2,580,325	\$ 1,334,177	\$ (1,246,148)
Total Passenger (Capitalized) Expenditures	\$ 50,344,192	\$ 22,916,376	\$ (27,427,816)

Passenger Expenditures + Capitalized	\$ 100,115,941	\$ 53,881,652	\$ (46,234,289)
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FREIGHT REVENUES

	FY 2023-24 Approved Budget	Actual	Amount Over / (Under) Budget
Revenues			
Freight			
Sales/Use Taxes	\$ -		\$ -
Interest and Lease Earnings	\$ 270,000	\$ 255,186	\$ (14,814)
Miscellaneous Revenue	\$ 253,000	\$ 251,410	\$ (1,590)
Freight Traffic	\$ 826,200	\$ 566,139	\$ (260,061)
Parking Fares	\$ -		\$ -
State Grants	\$ 1,478,606		\$ (1,478,606)
Charges For Services	\$ -		\$ -
Federal Funds (Non-COVID Relief)	\$ -		\$ -
Other Governments	\$ -	\$ -	\$ -
Freight Subtotal	\$ 2,827,806	\$ 1,072,735	\$ (1,755,071)

FREIGHT EXPENDITURES

	FY 2023-24 Approved Budget	Actual	Amount Over / (Under) Budget
Freight Expenditures			
Administration			
Salaries & Benefits	\$ -	\$ -	\$ -
Services & Supplies	\$ -	\$ -	\$ -
Administration Subtotal	\$ -	\$ -	\$ -
Operations			
Salaries & Benefits	\$ 920,876	\$ 675,203	\$ (245,673)
Services & Supplies	\$ 1,021,234	\$ 493,747	\$ (527,487)
Operations Subtotal	\$ 1,942,110	\$ 1,168,950	\$ (773,160)
Capital			
Salaries & Benefits	\$ -	\$ -	\$ -
Services & Supplies	\$ 855,696	\$ 655,297	\$ (200,399)
Capital Subtotal	\$ 855,696	\$ 655,297	\$ (200,399)
Total Freight Expenditures	\$ 2,797,806	\$ 1,824,247	\$ (973,559)

Freight (Capitalized) Expenditures			
Buildings & Capital Improvements	\$ -	\$ -	\$ -
Land	\$ -	\$ -	\$ -
Machinery & Equipment	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -
Total Freight (Capitalized) Expenditures	\$ -	\$ -	\$ -

Freight Expenditures + Capitalized	\$ 2,797,806	\$ 1,824,247	\$ (973,559)
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CAPITAL PROJECTS

Capital Project Report	Apr-24				
	Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY24	Remaining to be Budgeted in Future Years	Project Status
PASSENGER RAIL PROJECTS					
Windsor Extension	\$ 68,500,000	\$ 24,256,464	\$ 26,163,452	\$ 18,080,084	Under construction.
-Windsor Pedestrian Undercrossing	\$ 4,300,000	\$ -	\$ 4,300,000	\$ -	Under construction as part of the Windsor Extension project.
-Town of Windsor Utility Crossing	\$ 407,100	\$ -	\$ 307,100	\$ 100,000	Under construction as part of the Windsor Extension project.
Windsor to Healdsburg Extension	\$ 160,400,000	\$ -	\$ 200,000	\$ 160,200,000	Preliminary work is planned to start in 2024.
Sonoma County Pathway Connector Project Design: Petaluma to Penngrove & Rohnert Park to Santa Rosa	\$ 4,871,770	\$ 3,179,720	\$ 1,585,859	\$ 106,191	These pathway segments have been combined with the construction of the Petaluma North Station.
Marin & Sonoma Pathway Design & Permitting	\$ 10,660,900	\$ 3,388,763	\$ 2,876,915	\$ 4,395,222	Conducting engineering design to prepare for construction and pursuing environmental permits.
McInnis Pkwy. at Bridgewater Dr. to Smith Ranch Rd. Construction	\$ 4,658,878	\$ -	\$ 3,635,455	\$ 1,023,423	Under construction.
Joe Rodota to 3rd St. Design and Construction	\$ 450,779	\$ 45,688	\$ 404,991	\$ -	In design - Construction will depend on grant execution.
Hannah Ranch Rd to Vintage Way Pathway Construction	\$ 6,084,521	\$ -	\$ -	\$ 6,084,521	Design and permitting are planned for future years, dependent on grant funds.
Guerneville Rd to Airport Blvd Pathway Construction	\$ 14,595,629	\$ -	\$ 23,100	\$ 14,572,529	Pursuing NEPA clearance, construction moved to a future year.
Puerto Suello Pathway Design and Permitting	\$ 708,227	\$ -	\$ 708,227	\$ -	Preparing a Request for Proposal (RFP) to hire a design consultant.
Petaluma North Station	\$ 39,088,170	\$ 1,315,027	\$ 12,729,059	\$ 25,044,084	Construction is underway. The contract includes the construction of the Sonoma County Pathway projects.
Payran to Lakeville Pathway - Design & Construction	\$ 1,209,818	\$ 1,018,674	\$ 191,144	\$ -	Construction is complete.
Basalt Creek Timber Bridge Replacement	\$ 630,103	\$ 120,978	\$ 67,965	\$ 441,160	Finalizing design and working with regulatory agencies to secure environmental permits.
San Antonio Tributary Timber Trestle Replacement	\$ 1,075,264	\$ 130,201	\$ 68,493	\$ 876,570	Finalizing design and working with regulatory agencies to secure environmental permits.
FREIGHT RAIL PROJECTS					
Brazos Branch Bridge Repairs	\$ 1,812,234	\$ 711,538	\$ 755,696	\$ -	Construction is complete for the first phase, design work on the second phase is complete, currently purchasing bridge timbers for second phase.

INVESTMENTS

Investments are guided by the SMART investment policy adopted each year with the budget. The policy outlines the guidelines and practices to be used in effectively managing SMART’s available cash and investment portfolio. District funds that are not required for immediate cash requirements are to be invested in compliance with the California Code Section 53600, et seq.

SMART uses the Bank of Marin for day-to-day cash requirements and for longer term investments the Sonoma County Treasury Pool is used. This chart reflects a point in time versus a projection of future fund availability.

<u>Cash On Hand</u>	
Bank of Marin	\$ 20,826,875
Sonoma County Investment Pool *	\$ 90,612,626
Total Cash on Hand	\$111,439,501
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 4,574,676
Operating Reserve	\$ 11,278,617
Capital Sinking Fund	\$ 10,625,000
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 35,848,968
Cash Balance	\$ 75,590,533
Less: Current Encumbrances	\$ (12,560,009)
Balance	\$ 88,150,542
Less: Estimated FY24 Year-end Fund Balance	\$ 81,342,877
Remaining Balance	\$ 6,807,665
* Doesn't include trustee accounts	



Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

Rachel Farac
Transportation Authority of Marin

Debora Fudge
Sonoma County Mayors' and Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and Councilmembers Association

Mary Sackett
Marin County Board of Supervisors

Eddy Cumins
General Manager

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

June 18, 2024

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

SUBJECT: MuniServices Contract Amendment No. 1

Dear Board Members:

RECOMMENDATIONS:

Authorize the General Manager to Execute Contract Amendment No. 1 for Contract No. FN-PS-21-001 with MuniServices, LLC. in an amount of \$50,000 for a total not-to-exceed amount of \$193,322 to provide sales and use tax auditing and sales tax forecasting services.

SUMMARY:

SMART contracts for sales and use tax auditing as well as sales tax forecasting services. These services are required to maximize sales and use tax revenue collections and minimize lost revenue by detecting and documenting misallocations of SMART's ¼ % sales and use tax as well as forecasting sales and use tax collections.

In 2021, SMART hired MuniServices, the contract was for three (3) years with (2) one-year extensions. We are requesting to exercise the first of the one-year extensions and add \$50,000 to the not to exceed amount.

FISCAL IMPACT: Funding is included in the Fiscal Year 2024-2025 budget that is being presented to the Board for approval at this meeting.

REVIEWED BY: [] Finance _____ [x] Counsel /s/

Sincerely,

 /s/
Heather McKillop
Chief Financial Officer

Attachment(s): MuniServices Contract Amendment No. 1

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND MUNISERVICES, LLC**

This First Amendment dated as of June 18, 2024 (the “First Amendment”), to the Agreement for Consultant Services by and between MuniServices, LLC (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of July 1, 2021 (the “Original Agreement”).

RECITALS

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement on July 1, 2021 to employ the services of Consultant to conduct a sales and use tax audit and recovery service in connection with CDTFA’s administration of SMART’s one-quarter cent sales tax measure and to provide revenue forecasting services, including, but not limited to, providing sales tax analysis and reporting services; and

WHEREAS, SMART desires to amend the Agreement to Extend the term to June 30, 2025 and increase the not-to-exceed amount by \$50,000 for a total not-to-exceed amount of \$193,322.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **“ARTICLE 5. PAYMENT”**. Section 5.01 is hereby deleted and replaced with the following:

“Section 5.01 Not-to-Exceed Amount. Consultant shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$193,322, without the prior written approval of SMART.”

2. **“ARTICLE 6. TERM OF AGREEMENT”** is hereby deleted and replaced in its entirety with the following:

“Section 6.01. The term of this Agreement shall remain in effect through June 30, 2025, with one (1) one-year option to extend thereafter, unless terminated earlier in accordance with the provisions of Article 7 below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first set forth above.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Eddy Cumins, General Manager

MUNISERVICES, LLC

Dated: _____

By _____
Mike Melka, Chief Financial Officer

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

**EXHIBIT B
SCHEDULE OF RATES**

TASK 1: SALES, TRANSACTIONS AND USE TAX AUDITING SERVICES

Task Description	Contingency Fee
Sales, Transactions and Use Tax Auditing Services	17.5%

This service is provided to SMART on a contingency fee basis on the additional revenue received by SMART as a result of the accounts identified and corrected by MuniServices, LLC. For the Quarterly Distribution Report (QDR) misallocation or deficiency errors detected and corrected, MuniServices' compensation shall only include the quarter(s) for which the error actually occurred as documented in the petition filed with the CDTFA. The QDR errors are billed for the specific quarter(s) identified and do not involve billing for go-forward quarters.

This fee applies to revenue received for SMART for all retroactive quarters only that are corrected within the statute of limitation prior to the Date of Knowledge (DOK) quarter for all misallocated or deficient errors identified and submitted to the CDTFA on behalf of SMART. The fee will not be applicable to any prospective quarters received by the agency as a result of MuniServices' audit work. Additionally, MuniServices shall not receive contingency fees for corrections resulting from claims filed by SMART staff or for identical claims under multiple SMART tax jurisdiction accounts. The Date of Knowledge is the quarter during which MuniServices notifies the CDTFA of the existence of a misallocation or deficiency.

Because these services result in corrections of misallocations and other revenue after cessation of services performed by MuniServices for SMART, SMART agrees that with regards to misallocations identified to the CDTFA whose DOK occurred during MuniServices performance of services for SMART or for other revenue resulting from MuniServices actions taken during the term of the Agreement, that SMART's obligation to pay MuniServices in accordance with the compensation language of the Agreement will survive expiration or termination of the Agreement for any reason. Additionally, notwithstanding any other provision of the Agreement, if the Agreement is terminated or expires, MuniServices will continue to pursue corrections of accounts identified during the term of the Agreement that have not been corrected by the CDTFA as of the effective date of termination or expiration. The period after termination during which MuniServices is pursuing correction of accounts identified before termination is referred to as the "completion period." SMART will compensate MuniServices in accordance with the compensation language of the Agreement for corrected misallocations that result from MuniServices efforts during the completion period. SMART will also take all

necessary steps to allow MuniServices to continue to receive the required information from the CDTFA during this completion period.

The Contingency Fee shall be fixed for the duration of the Agreement.

TASK 2: FORECASTING SERVICES

Task Description	Fee
Forecasting Services	\$3,852.60 per Quarter

The fee shall be adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. The adjustments are based on the CPI-WU from December of the prior calendar year. Each Annual Fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%).

TASK 3: ADDITIONAL CONSULTING SERVICES

MuniServices, LLC may offer optional and premium services at the time service becomes available or perform additional consulting services that are outside the scope of Task 1 or Task 2. These services will be provided on a time and materials basis based on the rates below.

Classification	Hourly Rate
Principal	\$200.00
Project Manager/Director & IT	\$175.00
Client Services Executive	\$150.00
Senior Analyst	\$125.00
Analyst	\$100.00
Administrative	\$75.00

Any materials used will be invoiced to SMART at cost with prior approval received.

The hourly rates described in Task 3 are subject to adjustment if mutually agreed upon by both parties in writing.



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Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

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Eddy Cumins
General Manager

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www.SonomaMarinTrain.org

June 18, 2024

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

SUBJECT: Sierra-Cedar Contract Amendment No. 5

Dear Board Members:

RECOMMENDATIONS:

Authorize the General Manager to Execute Contract Amendment No. 5 to Contract No. FN-PS-21-002 with Sierra-Cedar in an amount of \$252,000 for a total not-to-exceed amount of \$610,200 to provide on-call support and consultant services for SMART's Oracle Enterprise Resource Planning Software.

SUMMARY:

In August of 2021, SMART entered an agreement with Sierra-Cedar to provide on-call support and consultant services for SMART's Oracle Enterprise Resource Planning Software. In February 2023, the Board approved the first amendment to add funds for implementation of Oracle's Self-Service Procurement Cloud, Oracle WebCenter Forms Recognition, and Oracle Automated Invoice Processing. Amendment #2 added funding to the contract for Fiscal Year 2024 on-call support services. Amendment #4 added funds for the implementation of the Oracle's Projects and Grants module. Amendment #5 will add funds for on-going support, quarterly updates, and Phase II of Procure-to-Pay which will integrate Oracle and our maintenance management system, Maximo.

We are requesting the addition of \$252,000 for consultant services for Fiscal Year 2025. This will bring the total Not to Exceed amount to \$610,000.

Fiscal Year 2022 On-Call Support Not-to-Exceed	\$ 75,000
Fiscal Year 2023 On-Call Support Not-to-Exceed	\$100,000
Amendment #1 – Task Order Procure to Pay	\$ 36,200
Amendment #2 – Fiscal Year 2024 On-Call Support	\$ 30,000
Amendment #3 – Rate changes	\$ 0
Amendment #4 – Task Order Project & Grants	\$117,000
Amendment #5 – On-call support, quarterly updates, and Task Order for Procure to Pay Phase II	\$252,000
Total Not to Exceed	\$610,200

FISCAL IMPACT: The funds are budgeted in the Fiscal Year 2024-2025 budget being presented to the Board for adoption at this meeting.

REVIEWED BY: [] Finance _____ [x] Counsel /s/

Sincerely,

/s/
Heather McKillop
Chief Financial Officer

Attachment(s): Sierra-Cedar Contract Amendment No. 5

**FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND SIERRA-CEDAR, LLC**

This Fifth Amendment dated as of June 18, 2024 (the “Fifth Amendment”), to the Agreement for Consultant Services by and between Sierra-Cedar, LLC (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of August 1, 2021 (the “Original Agreement,” as amended and supplemented by the First, Second, Third, Fourth, and now this Fifth Amendment, the “Agreement”).

RECITALS

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement on August 1, 2021 to provide on-call support for SMART’s Oracle Enterprise Resource Planning Software (“ERP”); and

WHEREAS, SMART entered into Amendment No. 1 to the Agreement on February 15, 2023 to increase the not-to-exceed amount by \$36,200 for a total not-to-exceed amount of \$211,200 to support the implementation of the Oracle Procure-to-Pay module;

WHEREAS, SMART entered into Amendment No. 2 to the Agreement on June 21, 2023 to exercise the option to extend the Agreement until June 30, 2024 and to increase the not-to-exceed amount by \$30,000.00 for a total not to exceed amount of \$241,200.00;

WHEREAS, SMART entered into Amendment No. 3 to the Agreement on July 1, 2023 to modify the Exhibit B Schedule of Rates to incorporate the negotiated rates for Fiscal Year 2024; and

WHEREAS, SMART entered into Amendment No. 4 to the Agreement on December 20, 2023 to increase the not-to-exceed amount by \$117,000.00 for a total not-to-exceed amount of \$358,200.00 to support the implementation of the Oracle Projects and Grants module; and

WHEREAS, SMART desires to amend the Agreement to extend the term to June 30, 2025, utilizing the second one (1) year option to extend available in the contract, increase the not-to-exceed amount by \$252,000.00 for a total not-to-exceed amount of \$610,200.00 and to modify the Exhibit B Schedule of Rates to incorporate the negotiated rates for Fiscal Year 2025; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **“ARTICLE 2. LIST OF EXHIBITS”.**

(b) Exhibit B: Schedule of Rates

The Exhibit B “Schedule of Rates” is hereby removed and replaced with the Exhibit B Schedule of Rates included in this Amendment No. 5.

2. **“ARTICLE 5. PAYMENT”.** Section 5.02 is hereby deleted and replaced with the following:

Consultant shall be paid on a time and materials basis in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$610,200.00 without the prior written approval of SMART. Consultant shall submit its invoices in arrears twice per month in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART’s Travel Guidelines and must receive prior approval. Consultant’s reimbursement for materials/expenses shall not include items already included in Consultant’s overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Consultant for travel time.

3. **“ARTICLE 6. TERM OF AGREEMENT”** is hereby deleted and replaced in its entirety with the following:

“Section 6.01. The term of this Agreement shall remain in effect through June 30, 2025 with one (1) one-year option to extend thereafter, unless terminated earlier in accordance with the provisions of Article 7 below.”

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date first set forth above.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Eddy Cumins, General Manager

SIERRA-CEDAR, LLC

Dated: _____

By _____
Kevin Bryant, General Manager

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

**EXHIBIT B
SCHEDULE OF RATES**

I. Fee Structure:

This Section specifies the fees and payment terms for the following Oracle Cloud application support services:

A. Functional and Technical Application Support for Oracle Cloud as described in Exhibit A.

1. Sierra-Cedar shall provide SMART with the project manager, functional, and technical application support services on a time and expense basis at the hourly bill rates set forth in Exhibit B of this SOW.

Sierra-Cedar Role	SMART FY2022 Hourly Rates*	SMART FY2023 Hourly Rates*	SMART FY2024 Hourly Rates*	SMART FY2025 Hourly Rates*
Project Manager	\$160	\$165	\$172	\$176
Oracle Cloud ERP Functional Consultant (US Based)	\$150	\$155	\$161	\$165
Oracle Cloud ERP Functional Consultant (Offshore Based)	-	-	\$60	\$61
Oracle Cloud Technical Lead (US Based)	\$150	\$155	\$161	\$165
Oracle Cloud Technical Developer (US Based)	\$145	\$150	\$156	\$160
Oracle Cloud Technical Developer (Offshore Based)	\$45	\$50	\$52	\$53
Organizational Readiness Consultant	\$155	\$160	\$167	\$171
Solution Architect	-	-	\$185	\$189

*Hourly rates do not include any travel related expenses. Rates beyond FY2024 will be adjusted based on the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year.

B. Quarterly Release Update Management as described in Exhibit A (Optional):

1. If SMART elects to use this optional service, Sierra-Cedar will deliver Quarterly Release Update Management services on a fixed-fee basis of

\$8,000 per update. Updates are expected to be released four times per year in February, May, August, and November.

2. SMART will provide Sierra-Cedar with a minimum of 30-day advance notice to exercise this option for Quarterly Release Update Management support.

C. Payment of Fees

1. All services are expected to be delivered remotely. Should it be mutually determined that any portions of this engagement need to be performed at SMART site, travel and expenses will be billed in accordance with SMART's Travel Guidelines.
2. Sierra-Cedar does not accept payment by credit card or purchasing card.



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Marin County Board of Supervisors

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Sonoma County Mayors' and Councilmembers Association

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June 18, 2024

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

SUBJECT: Approve the Procurement of Oracle Licenses

Dear Board Members:

RECOMMENDATIONS:

Approve the procurement of Oracle Licenses in the amount of \$329,412.74 for the period of July 1, 2024 – June 30, 2025.

SUMMARY:

SMART utilizes Oracle Fusion as our financial management system and our financial system of record. Prior to Fiscal Year 2023, Oracle was used for its general ledger and utilized some features in accounts payable and accounts receivable; however, most of our processes were manual. Manual processes are tedious, time consuming, subject to error, and leave little time for actual financial analysis and review.

Over the last several years, we have been implementing additional Oracle modules and adding licenses to that we can better take advantage of the other functions that Oracle offers in the way of automation which has and will bring more transparency and accountability to our processes.

Cloud Service	Total Cost
Oracle Fusion Enterprise Resource Planning Cloud Service	\$166,212.00
Oracle Fusion Procurement Cloud Service	\$152,361.00
Oracle Fusion Enterprise Resource Planning for Self Service	\$ 5,318.78
Oracle Fusion Procurement for Self Service	\$ 3,421.44
Oracle Fusion Document Recognition	\$ 2,099.52
Total	\$329,412.74

FISCAL IMPACT: These funds have been budgeted in the Fiscal Year 2024/2025 budget which is before the Board for approval at this meeting.

REVIEWED BY: [] Finance _____ [x] Counsel /s/ _____

Sincerely,

/s/
Heather McKillop
Chief Financial Officer



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Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

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June 18, 2024

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

SUBJECT: Hulcher Services, Inc. Contract No. OP-SV-24-001

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Contact No. OP-SV-24-001 with Hulcher Services, Inc. in an amount not-to-exceed \$300,000. This is a two-year contract with provisions for three (3) optional one-year extensions.

SUMMARY

The nature of railroad operations requires SMART to contract with an on-call equipment derailment recovery and mobile repair service contractor. Due to the specialized nature and cost, it is not feasible for SMART to own and operate this type of equipment. While it is always SMART's intent to never have to use these services, they are occasionally required. SMART issued a Request for Proposal ("RFP") to solicit a Contractor to provide On-call Equipment Derailment Recovery and Mobile Repair Services under Solicitation No. OP-SV-24-001. Even though the solicitation was widely advertised, only one (1) Proposal was received from the following firm:

1. Hulcher Services, Inc.

The Proposal was evaluated by a Selection Committee using the criteria established in the RFP, which included the service approach, qualification of personnel, prior experience, and pricing. The Selection Committee determined Hulcher Services, Inc. to be qualified and capable of performing this service for SMART at prices deemed fair and reasonable.

This service is highly specialized and SMART's market research conducted prior to issuing the Request for Proposal indicated that there is very limited competition for this service within the Northern California region. Based on these findings SMART made the determination that resoliciting the service would likely not net any different results and is making the recommendation to proceed with awarding the contract to Hulcher Services, Inc.

BACKGROUND:

Since beginning revenue service in 2017, SMART has had an on-call contract in place for emergency responses involving derailed railroad equipment. The unique size, dimensions, and weight of railroad rolling stock requires specialized emergency response equipment for derailment recovery and repair services. Due to the specialized nature of this equipment, even the large Class I freight railroads contract out this type of service.

To expedite and facilitate a timely response to certain emergency situations, SMART must have an on-call contract in place. Having a contract of this nature in place helped to expedite the restoration of freight service through Schellville in 2023 after a weather-related derailment blocked the main track at this location. Hulcher Services, Inc. has been in contract to provide these services for SMART since 2019.

Staff recommends authorizing the General Manager to execute Contract No. OP-SV-24-001 with Hulcher Services, Inc.

FISCAL IMPACT: The Fiscal impact of the project is \$300,000. The funds are assumed in the Fiscal Year 2025 budget.

REVIEWED BY: Finance /s/ Counsel /s/

Respectfully,

/s/
Mario Frias
Vehicle Maintenance Manager

Attachment(s): Hulcher Services, Inc. Contract No. OP-SV-24-001

SERVICE AGREEMENT

This agreement (“Agreement”), dated as of June 18, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Hulcher Services, Inc. (hereinafter “Service Provider”).

RECITALS

WHEREAS, Service Provider represents that it is a duly qualified and experienced in the areas of on-call equipment derailment recovery, mobile repair, and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Service Provider for on-call equipment derailment recovery, mobile repair, and related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

Section 2.01 The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: DMU Diagram
- (d) Exhibit D: FTA and DOT Requirements
- (e) Exhibit E: Federal Wage Determination
- (f) Exhibit F: Daily Work Report Form

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Superintendent of Vehicle Maintenance or Freight Manager or their designee (hereinafter “SMART Manager”) will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email.

Section 3.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 Scope of Work. Service Provider shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the “Scope of Work”).

Section 4.02 Cooperation With SMART. Service Provider shall cooperate with the SMART Manager in the performance of all work hereunder.

Section 4.03 Performance Standard. Service Provider shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Service Provider’s profession. If SMART determines that any of Service Provider’s work is not in accordance with such level of competency and standard of care, SMART, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

Section 4.04 Assigned Personnel.

- (a) Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Service Provider are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Service Provider’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Service Provider’s control, Service Provider shall be responsible for timely provision of adequately qualified replacements.
- (d) Service Provider shall assign the following key personnel for the term of this Agreement: Michael Shabinaw, Jeremiah Frerichs, Nicholas Garcia.

ARTICLE 5. PAYMENT.

For all services required hereunder, Service Provider shall be paid in accordance with the following terms:

Section 5.01 Service Provider shall invoice SMART on a project basis, detailing the tasks performed pursuant to the Scope of Work requested by the SMART Manager and the hours worked. SMART shall pay Service Provider within 30 days after submission of the invoices.

Section 5.02 Service Provider shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Service Provider shall not exceed \$300,000.00, without the prior written approval of SMART. Service Provider shall submit its invoices in arrears monthly in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) certified payroll reports; and (v) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Service Provider's reimbursement for materials/expenses shall not include items already included in Service Provider's overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Service Provider for travel time.

Section 5.03 Service Provider agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CFR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the Consultant that are determined by subsequential audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

Section 5.04 Service Provider must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Service Provider after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Service Provider to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Service Provider unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect until June 30, 2026, with three (3) one-year options to extend thereafter at SMART's sole discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

Section 7.01 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 Termination for Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Service Provider, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Service Provider shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Service Provider.

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, the General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

ARTICLE 8. INDEMNIFICATION

Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Service Provider, to the extent caused by the Service Provider's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Service Provider's performance or obligations under this Agreement. Service Provider's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Service Provider's expense, subject to Service Provider's

approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE 9. INSURANCE.

With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its Subcontractors, Service Providers, and other agents to maintain, insurance as described below. If the Service Provider maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART.

Section 9.01 Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$5,000,000 per occurrence. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass or crossing.

Section 9.04 Pollution Liability. Contractors Pollution Liability insurance in an amount no less than \$2,000,000 per incident. The Contractor's Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third-party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by activities related to the Contract. Coverage shall include the Service Provider as the named insured and shall include coverage for acts by others for whom the Service Provider is legally responsible.

Coverage to be provided for bodily injury to or destruction of tangible property, including the resulting loss of use thereof, loss of use of tangible property that has been physically injured, and natural resource damage. There shall be no exclusions or limitations regarding damages or injury

from existence, removal or abatement of lead paint. There shall be no insured vs. insured exclusion in the policy.

Section 9.05 Endorsements. Prior to commencing work, Service Provider shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Service Provider is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Service Provider. Said policy shall protect Service Provider and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Service Provider hereby grants to SMART a waiver of any right to subrogation which any insurer of said Service Provider may acquire against SMART by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

SMART reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section 9.06 Deductibles and Retentions. Service Provider shall be responsible for payment of any deductible or retention on Service Provider's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible of retention provision limiting payment to the name insured is not acceptable.

Section 9.07 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Service Provider shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Service Provider shall purchase “extending reporting” coverage for a minimum of three (3) years after completion of the work.

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. At SMART’s request, Service Provider shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Service Provider agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to InsuranceRenewals@sonomamarintrain.org.

Section 9.09 Policy Obligations. Service Provider’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.10 Material Breach. If Service Provider, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Service Provider, SMART may deduct from sums due to Service Provider any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 9.11 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 10. PROSECUTION OF WORK.

When work is requested of Service Provider by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

ARTICLE 11. EXTRA OR CHANGED WORK.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

ARTICLE 12. REPRESENTATIONS OF SERVICE PROVIDER.

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Service Provider. The parties intend that Service Provider, in performing the services specified herein, shall act as an Independent Contractor and shall control the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state

and federal income and FICA taxes. Service Provider agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder. Service Provider and Subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Conflict of Interest. Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Service Provider shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Service Provider's or such other person's financial interests.

Section 12.06 Nondiscrimination. Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Service Provider shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

Section 12.07 Assignment Of Rights. Service Provider assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining

from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Service Provider incorporates into the work product any pre-existing work product owned by Service Provider, Service Provider hereby acknowledges and agrees that ownership of such work product shall be transferred to SMART. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Service Provider and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Service Provider may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

ARTICLE 13. DEMAND FOR ASSURANCE.

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART’s right to terminate this Agreement pursuant to **Article 7**.

ARTICLE 14. ASSIGNMENT AND DELEGATION.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail or email. Notices, invoices, and payments shall be addressed as follows:

If to SMART Manager: Sonoma-Marín Area Rail Transit District
Attn: Mario Frias
Vehicle Maintenance Manger
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
mfrias@sonomamarintrain.org
707-981-1047

Sonoma-Marín Area Rail Transit District
Attn: Jon Kerruish
Freight Manager
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
jkerruish@sonomamarintrain.org
415-717-2547

If to SMART Billing: Sonoma-Marín Area Rail Transit District
Attn: Accounts Payable
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
billing@sonomamarintrain.org
707-794-3330

If to Service Provider: Hulcher Services, Inc.
Contracts Department
611 Kimberly Dr. Ste 101
Denton, TX. 76208
contracts@hulcher.com

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the

person to whom notices are to be given by giving notice pursuant to this paragraph.

ARTICLE 16. MISCELLANEOUS PROVISIONS.

Section 16.01 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. The recycle logo or “chasing arrows” cannot be used on printed material unless the paper contains a minimum of 30 percent postconsumer material. If paper meets the 30 percent requirement, ask that the recycling logo be printed on the project.

Section 16.02 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.03 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.04 Prevailing Wages. Service Provider and all Subcontractors shall pay to all workers employed not less than the prevailing rate of wages as determined in accordance with the Labor Code as indicated herein.

All Service Providers, contractors, and subcontractors doing business with public agencies through the State of California (including SMART) shall comply with applicable labor compliance requirements including, but not limited to prevailing wages, SB 854, Labor Code Sections 1725.5, 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815. Public Works Contractor Registration Programs, Electronic Certified Payroll Records submission to the State Labor Commissioner and other requirements, described at <http://www.dir.ca.gov/Public-Works/Contractors.html>.

Applicable projects are subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

This project is subject to the Federal Wage determination. Whenever the Federal Wage determination and the California Prevailing Wage determinations conflict, the higher rate shall be paid.

Section 16.05 Licensing Laws. The Service Provider shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Service Providers shall be licensed in accordance with the laws of the State of California and any Service Provider not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Service Providers and subcontractors must show that they hold appropriate and current Contractor Licenses in the State of California. The Service Provider shall provide such subcontractor information, including the class type, license, number, and expiration date to SMART.

Section 16.06 Disposal of Materials. Service Provider shall be responsible for the proper disposal of all related materials and equipment in accordance with all state and local laws and regulations.

Section 16.07 Drug-Free Workplace. Service Provider certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 16.08 Claims Made Against Service Provider. Service Provider shall provide SMART with copies of all correspondence and records relating to any claims made against the Service Provider while working on SMART's property by SMART employees or third-party on a monthly basis.

Section 16.09 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.10 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties intend by this Agreement to establish a cooperative funding relationship, and do not intend to create a partnership, joint, venture, joint enterprise, or any other business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 16.11 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.12 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.13 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and

exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.14 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.15 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SERVICE PROVIDER: HULCHER SERVICES, INC

By: _____
Frank Given, President

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SMART:

By: _____
Ken Hendricks, Procurement Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A SCOPE OF WORK & TIMELINE

I. Overview and Objectives

SMART is contracting with Hulcher Services, Inc. (Service Provider) to provide on-call equipment derailment recovery and as-needed mobile repair services. SMART is an active railroad in Northern California providing both passenger and freight rail services under Federal regulations. Passenger service is provided in Sonoma and Marin Counties. Freight service is provided in Sonoma, Marin and Napa Counties.

SMART's equipment consists of the following:

Passenger Railcars

Nippon Shayro Diesel Multiple Units (DMU)

- 85 feet long, 14 feet 7 inches tall and 10 feet 5 inches wide.
- Each two- car train weighs about 149 tons.
- Typically deployed as two car consists. Three car consists are occasionally deployed.

Please see Exhibit C, DMU Diagram.

Freight Railcars

- SMART owns and operates three locomotives consisting of one (1) EMD MP 1500 and two (2) RPG Tier 2 locomotives. The types and quantities of locomotives are subject to change.

Freight is usually carried in cars owned by others and may include, but is not limited to, open and closed hoppers, box cars, flat cars and tank cars. Freight service may include, but is not limited to, the movement of loaded cars carrying feed grains, lumber, rock, food products, hazardous and non-hazardous materials. Materials and railcars handled by SMART freight services are subject to change.

Service Provider shall be prepared to respond to emergency and non-emergency incidents. Service Provider must be available on-call to respond to incidents 24 hours a day, 7 days a week, 365 days a year. SMART's objective during these incidents is to resume operations as quickly, safely, and efficiently as possible.

All work shall be initiated, scheduled, and reviewed by the SMART Manager. Service Provider shall be responsible for providing all labor, tools, materials, and equipment needed for equipment derailment recovery and mobile repair services as determined by the SMART Manager. Service Provider is required to conduct all work activities in compliance with State, Federal and Local laws and regulations.

II. Scope of Work

Service Provider Personnel

Service Provider shall employ individuals possessing all required certifications and training to safely operate all on and off-track equipment necessary to perform the work. All personnel shall follow the instructions of the SMART Manager who will provide oversight for all crane operations activities.

Service Provider shall ensure that all personnel deployed to SMART's site have passed background checks and drug tests and are equipped with and wear the appropriate safety gear required to perform the work. Strict compliance with safety regulations shall be enforced.

Equipment Requirements

Service Provider shall provide all necessary materials and equipment to perform equipment derailment recovery as directed.

Initiation of Work

The SMART Manager shall initiate all work requests by telephone or by email. The initial contact from SMART shall contain the following elements, including but not limited, to:

1. SMART's description of the equipment involved in the incident (e.g., DMU, locomotive, etc.).
2. Location of incident.
3. Site conditions.
4. Information about access limitations.
5. Identification of potential staging locations.
6. Identification of SMART's On-Site Point of Contact and contact information.

Contact Information for Service Provider Dispatch:

Field Support/Customer Service - 833-316-0035

Service Provider is expected to have the necessary equipment and personnel onsite as quickly as possible. Service Provider shall begin mobilizing immediately upon SMART's initial call for service. Service Provider shall provide the SMART Manager with a dedicated single point of contact for mobilization and for onsite communications (Project Manager). The Service Provider's Project Manager shall regularly update the SMART Manager during mobilization and performance of work. Service Provider is responsible for obtaining all required permits and clearances to perform the work.

Once Service Provider's personnel and equipment are at the agreed upon staging location, Service Provider's designated On-Site Point-of-Contact shall contact the SMART Manager.

The SMART Manager will provide:

- a. Known site conditions and site access briefing.
- b. A safety briefing (to include Railroad Worker Protection training).
- c. Direction for work activities will be provided in written form.
- d. Daily log requirements.
- e. Communication expectations.

Service Provider shall keep all equipment and personnel at the designated staging areas until the SMART Manager authorizes access to the right-of-way. All Service Provider's equipment must be in full compliance with all applicable state and federal regulations.

Service Provider will be responsible for clean-up of all hazardous materials resulting from work being performed under this contract. All hazardous material incidents shall be handled in accordance with all Federal, State of California, and local laws and regulations.

Reporting

Service Provider shall submit Daily Work Reports (Exhibit F) to the SMART Manager within 48 hours of the prior day's work

Acceptance Criteria

When the work is complete, the SMART Manager and Service Provider's Project Manager will perform a site inspection and equipment evaluation to ensure all work has been completed and in conformance with the SMART Manager's directions. The SMART Manager must be in receipt of all Daily Work Reports.

**EXHIBIT B
SCHEDULE OF RATES**

1. Time and Material Rates - Equipment

Non-Emergency Rates

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
583 SIDEBOOM	\$ 317.00
AIR SPADE	\$ 69.00
BACKHOE	\$ 78.00
CONVEYOR	\$ 155.00
CONVEYOR, UNDERCAR	\$ 155.00
CRANE SUPPORT TRUCK	\$ 73.00
CRANE, 100 TON OR LARGER	\$ 354.00
D-5 DOZER	\$ 135.00
D-6 DOZER	\$ 201.00
DUMP TRUCK	\$ 79.00
DUMP TRUCK, ROTARY HI-RAIL	\$ 154.00
EMERGENCY RESPONSE TRAILER	\$ 61.00
EQUIPMENT TRAILER	\$ 48.00
ESCORT VEHICLE/PICKUP	\$ 41.00
EXCAVATOR (HI-RAIL)	\$ 264.00
EXCAVATOR 325/329	\$ 168.00
EXCAVATOR 330	\$ 204.00
FOOD VAN	\$ 141.00
FORKLIFT, 10K	\$ 109.00
FORKLIFT, 6K	\$ 84.00
FORKLIFT, 8K	\$ 94.00
GRAPPLE TRUCK	\$ 146.00
HYDROBLASTER WASHER	\$ 272.00
HYTRACKER	\$ 174.00
MOBILE COMMAND CENTER	\$ 161.00
PILE DRIVER (ATTACHMENT ONLY)	\$ 206.00
PORTABLE LIGHT PLANT	\$ 50.00
SEMI TRUCK/TRAILER	\$ 107.00
SKID LOADER	\$ 74.00
TAMPER	\$ 64.00
TELEHANDLER, 16 TON	\$ 220.00
TOOL TRUCK	\$ 80.00
TRACK LOADER, 973	\$ 330.00
TRACK LOADER W/WINCH, 977	\$ 193.00
TRACK PANEL LIFT ATTACHMENT (PANEL BOSS)	\$ 127.00
TRACTION MOTOR CART	\$ 50.00
TWIN-ENGINE JET AIRCRAFT	\$ 5,064.00
UNDERCUTTER (ATTACHMENT ONLY)	\$ 120.00
VACUUM TRUCK, HI-RAIL	\$ 267.00
VACUUM TRUCK, LIQUID	\$ 158.00
VACUUM TRUCK, TRANSFER	\$ 223.00

WELDER	\$ 52.00
WHEEL LOADER, 966	\$ 165.00
WHEEL LOADER, 972	\$ 227.00
WHEEL LOADER, 980	\$ 243.00

EQUIPMENT DAILY RATE

2" TRASH PUMP	\$ 156.00
3" TRASH PUMP	\$ 218.00
AIR COMPRESSOR	\$ 63.00
BLOWER FAN	\$ 72.00
CHAINSAW	\$ 65.00
COIL STEEL HOOK	\$ 165.00
CONFINED SPACE ENTRY "PER PERSON"	\$ 394.00
DOCK PLATES	\$ 48.00
GENERATOR	\$ 200.00
MAT JACK BAGS	\$ 143.00
PALLET JACK	\$ 70.00
PAPER CLAMP	\$ 890.00
PORTABLE RAMP	\$ 105.00
PRESSURE WASHER	\$ 442.00
RAIL CAR VIBRATOR	\$ 252.00
ROLLERS	\$ 146.00
SPECIAL TOOLS	\$ 83.00
TORCHES	\$ 65.00
WATER TANK TRAILER	\$ 308.00
WEED EATER	\$ 45.00

MISC. EQUIPMENT RATE

55 GALLON POLY OR STEEL DRUM	\$ 111.00 EACH
85 GALLON STEEL, OVERPACK	\$ 307.00 EACH
95 GALLON POLY OPEN-TOP DRUM	\$ 361.00 EACH
AIR BAGS	\$ 54.00 EACH
AIR HOSE	\$ 0.44 FOOT/DAY
BAGS FOR DUST CONTROL	\$ 292.00 PER CAR
BANDING/NYLON	
STRAPPING & HARDWARE	\$ 320.00 ROLL
CITRIC ACID	\$ 254.00 BAG
CPF-2 SUIT	\$ 51.00 EACH
DRUM LINERS (6 MIL BAGS)	\$ 8.00 EACH
FITTING CHARGE	\$ 438.00 PER CAR
FULL FACE RESPIRATOR	\$ 48.00 EACH
INDUSTRIAL DEGREASER	\$ 40.00 GALLON
LATEX OVERSHOE	\$ 15.00 PAIR
MICROBLAZE	\$ 384.00 PAIL
NITRILE SAMPLE GLOVES	\$ 2.00 PAIR
OIL DRY	\$ 22.00 BAG
POLYETHYLENE SHEETING	\$ 197.00 ROLL
PORTLAND CEMENT	\$ 40.00 EACH
SHRINK WRAP	\$ 45.00 ROLL
SODA ASH	\$ 35.00 BAG
SODIUM HYPOCHLORIDE	\$ 21.00 GALLON
SORBENT PADS	\$ 162.00 BAG

SORBENT ROLL / BOOM	\$ 271.00 BAG
TYVEK SUIT	\$ 25.00 SUIT

Emergency Rates

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
583 SIDEBOOM	\$ 416.00
AIR SPADE	\$ 67.00
BACKHOE	\$ 151.00
CRANE SUPPORT TRUCK	\$ 113.00
CRANE, 100 TON OR LARGER	\$ 676.00
D-5 DOZER	\$ 161.00
D-6 DOZER	\$ 268.00
DUMP TRUCK	\$ 110.00
EQUIPMENT TRAILER	\$ 62.00
ESCORT VEHICLE/PICKUP	\$ 55.00
EXCAVATOR (HI-RAIL)	\$ 288.00
EXCAVATOR 325/329	\$ 281.00
EXCAVATOR 330	\$ 306.00
FOOD VAN	\$ 147.00
FORKLIFT	\$ 110.00
GRAPPLE TRUCK	\$ 175.00
HI-RAIL ROTARY DUMP TRUCK	\$ 194.00
HI-RAIL VACUUM TRUCK	\$ 338.00
HYDROBLASTER WASHER	\$ 264.00
HYTRACKER	\$ 210.00
KLINE TRUCK	\$ 331.00
MOBILE COMMAND CENTER	\$ 155.00
PANEL CART	\$ 87.00
PORTABLE LIGHT PLANT	\$ 76.00
SEMI TRUCK/TRAILER	\$ 154.00
SKID STEER	\$ 86.00
TAMPER	\$ 62.00
TELEHANDLER, 16 TON	\$ 214.00
TRACK LOADER W/WINCH, 977	\$ 270.00
TRACK LOADER, 973	\$ 355.00
TRACK PANEL LIFT ATTACHMENT (PANEL BOSS)	\$ 168.00
TRACTION MOTOR CART	\$ 60.00
TWIN-ENGINE JET AIRCRAFT	\$ 5,012.00
WATER TRUCK	\$ 101.00
WELDING EQUIPMENT	\$ 51.00
WHEEL LOADER, 966	\$ 241.00
WHEEL LOADER, 972	\$ 303.00
WHEEL LOADER, 980	\$ 323.00
ACETYLENE TORCH	\$ 88.00
GENERATOR	\$ 193.00
PRESSURE WASHER	\$ 438.00
TANK CAR LIFT	\$ 2,335.00
WATER TANK TRAILER	\$ 375.00
WEED EATER	\$ 51.00

Hourly Personnel Rates:

Non-Emergency Rates

Classification	Straight Time	Overtime	Double Time
Supervisor	\$109.40	\$164.10	\$218.80
Operator	\$95.14	\$142.71	\$190.28
Groundsman	\$88.00	\$132.00	\$176.00

Emergency Rates

Classification	Straight Time	Overtime	Double Time
Supervisor	\$154.67	\$232.01	\$309.34
Operator	\$143.18	\$214.77	\$286.36
Groundsman	\$141.53	\$212.30	\$283.06
Senior Operations Manager	\$222.05	\$222.05	\$444.10

The fees shall be fixed for the initial two-year term. Upon completion of the initial two-year term, and prior to the commencement of each optional term of this Agreement, Service Provider may, upon 60 days written notice to SMART, request an increase in the fee equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%. If Service Provider does not submit a request at least 60 days before the start of the succeeding Agreement year, Service Provider waives any CPI increase for the optional term.

All materials, if any, shall be invoiced at cost. Receipts shall be included with the monthly invoice for services.

2. Contracted Services and Permits

SMART will be charged for mutually agreed upon materials and/or services contracted on SMART's behalf at cost.

SMART will be charged for Permits at a flat one-way rate per the State of California requirements. Permit charges will be applied when mobilizing and de-mobilizing to and from the job site.

3. Overtime Rates

Overtime is charged on personnel only.

- The standard overtime rate is 1.5 times the straight time hourly rate.
- Holiday overtime rate is double the straight time rate.
 - Holidays are: New Year's Day, Good Friday, Easter Sunday, Memorial, Day, Independence Day,

Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

- Standard Overtime is charged for personnel before 8:00 a.m. and after 4:00 p.m. and Saturdays and Sundays and/or such other hours and/or rates as required by the State of California (i.e., hours over 12 and all Sunday Hours = double time)

4. Meals and Lodging Expenses

All travel expenses, including meals and lodging, shall comply with the most current version of the Travel Guidelines for SMART Contractors.

5. Motor Fuel Charge Policy

Hulcher Services Fuel Surcharge Program is based on the Diesel (On-Highway) – All Types Fuel Price (US Average) provided by the Department of Energy. The fuel surcharge program will apply as follows.

- The Fuel Surcharge is adjusted on a monthly basis.
- The basis for the surcharge will be determined by the U.S. Average price of Diesel Fuel On-Highway as reported for a calendar month, as reported weekly on the U.S. Department of Energy Web Site.
https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm
- In the event the average monthly price of Retail On-Highway Diesel Fuel equals or exceeds \$2.50 per gallon, a surcharge beginning at 1.5% will apply to the billed rate for all equipment.
- For every seven-cent increase above \$2.50 per gallon, the surcharge applied will increase by 0.5%. (See threshold schedule for more details.)
- When the DOE price drops below \$2.50 per gallon, no surcharge will apply.
- The surcharge will be applied to equipment charges beginning with the second month following the month on which the DOE average price calculation is based. (Example: the average reported DOE price for the month of July would determine the fuel surcharge applied throughout the month of September).

6. General Information on Rates

- The hourly rates charged for equipment and personnel begin at the time Service Provider received the order for service.
- The hourly rates charged for equipment and personnel continue until the equipment and personnel return to the Service Provider base location.
- Hourly equipment and personnel rates are not charged when:
 - SMART sends Service Provider's personnel to a motel for a minimum of four (4) hours rest before completing the job, or
 - Service Provider's equipment fails to function due to normal wear and tear (failure attributed to required stress and strain of work being done is not included), or
 - By mutual agreement between SMART and Service Provider's supervision, the equipment cannot perform the required service.

- When Service Provider personnel are required to wear protective clothing or equipment other than a standard hard hat, safety glasses, and steel toed footwear because of the hazard involved, personnel rates will be two times the applicable rate. The criteria for such rules and regulations can be found in AAR's Emergency Handling of Hazardous Materials in Surface Transportation Handbook, FRA rules and regulations, OSHA rules and regulations, and/or as indicated by accepted safe workplace practices.
- Light plants are charged portal to portal if used.
- All sideboom tractors and cranes are equipped with cutting torches, center pins, slings, chains, hooks, clevises and winch lines, which are furnished without charge.
- Unless additional units or quantities are ordered by SMART, supplemental equipment and supplies (such as light plants and cutting torches, slings, and clevises) as may be required at a job site are only the quantity needed by Hulcher Services, Inc. to conduct its work.

7. Emergency Declaration Rates

In the event that services are provided during a declared State or Federal emergency, in which immediate action is required to prevent or mitigate the loss or impairment of life, health, property, or essential services, Service Provider must follow Caltrans-approved rates for labor and equipment. Those rates can be found at this link <https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge>.

EXHIBIT C
DMU DIAGRAM

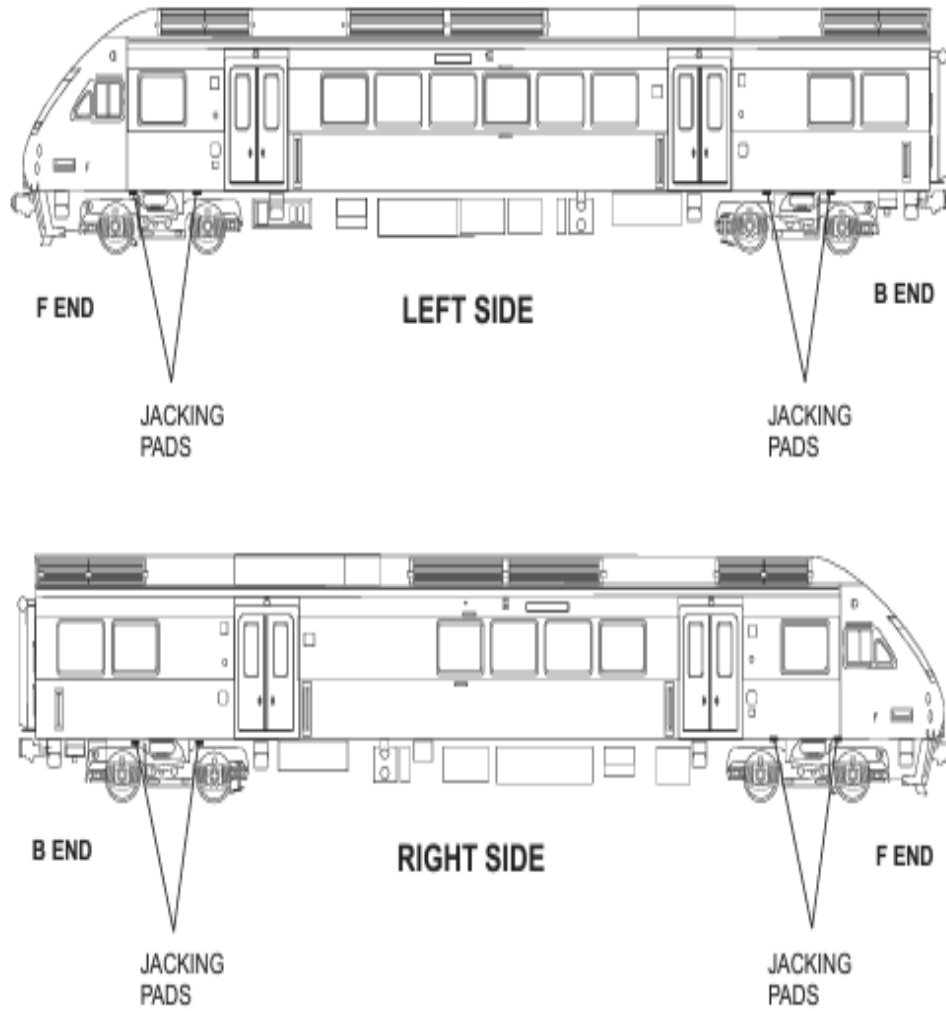


Figure 1-2. Jacking Pads Locations

**EXHIBIT D
FTA & DOT REQUIREMENTS**

**UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT),
FEDERAL TRANSIT ADMINISTRATION (FTA) AND
CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. General.

In performance of its obligations pursuant to this Agreement or Purchase Order [Hereinafter “Agreement”], the Contractor, Seller, or Consultant [Hereinafter “Contractor”] agrees to comply with all applicable provisions of federal, state and local law, regulations, and FTA directives. The terms of the most recent amendment to any federal, state or local laws, regulations, FTA directives, and amendments to the grant or cooperative agreement providing funding for this Agreement that may be subsequently adopted, are applicable to the Agreement to the maximum extent feasible, unless the FTA provides otherwise in writing. The Federal or State regulations set forth in this Agreement to be observed in the performance of the Agreement are subject to change, and such changed requirements will apply to this Agreement as required. Contractor shall include in its subcontracts and require its subcontractors of every tier to include in their respective subcontracts, provisions incorporating the requirements of this Attachment. Contractor’s failure to comply with these requirements shall constitute a material breach of this Agreement and may result in the withholding of progress payments to the Contractor, in addition to other remedies.

It is the responsibility of the Contractor and its subcontractors to ensure that all clauses included in this Exhibit applicable to the work specified within the Agreement are adhered to by the Contractor and its subcontractors.

2. Access To Records and Reports.

Applicability: All Contracts

Contractor shall comply with the following requirements:

(a) **Record Retention.** Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

(b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(c) Access to Records. The Contractor agrees to provide access to SMART, FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor shall also permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to the Agreement. In accordance with 49 U.S.C. § 5325(g), Contractor shall require each subcontractor to permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subcontractor agreement and to audit the books, records, and accounts involving that subcontractor agreement as it affects the Agreement.

(d) Access to the Site of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

(e) State Audit, Inspection, Access to Records and Retention of Records Requirements. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor and its subcontractors' accounting systems shall conform to generally accepted accounting principles (GAAP) and all records shall provide a breakdown of total costs charged to the project, including properly executed payrolls, time records, invoices and vouchers as well as all accounting generated reports. Contractor and its subcontractors shall permit representatives of the State and State Auditor to inspect, examine, make excerpts or transcribe Contractor and its subcontractors' work, documents, papers, materials, payrolls, books, records, accounts, any and all data relevant to this Agreement at any reasonable time and to audit and verify statements, invoices or bills submitted by Contractor and its subcontractors pursuant to this Agreement, and shall provide copies thereof upon request and shall provide such assistance as may be reasonably required in the course of such audit or inspection.

The State, its representatives and the State Auditor further reserve the right to examine, inspect, make copies, or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to this Agreement and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Agreement and for the three (3) year period following the final payment under this Agreement, and Contractor and its subcontractors shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books, records, accounts and data in any manner whatsoever for three (3) years after final payment under this Agreement and all pending matters are closed.

Any costs for which Contractors and its subcontractors have received payment that are determined by subsequent audit to be unallowable under the terms of this agreement may be required to be repaid to SMART by the Contractors and its subcontractors. Should Contractor and its subcontractors fail to reimburse money due SMART within 30 days of demand, or within such other period as may be agreed between the parties hereto, SMART is authorized to withhold future payments due Contractor and its subcontractors

from any source.

The Contractor agrees that the Contract Cost Principles and Procedures at least as restrictive as 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowability of individual items of costs.

The Contractor agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payments have been made to the Contractor, which are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Contractor to SMART.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this section.

3. **ADA Access**

Applicability: All Construction, Architecture & Engineering, Operations Management, and Rolling Stock Contracts

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

4. **Buy America.**

Applicability: All Rollingstock Purchases, Materials and Supplies Contracts, and Construction Contracts >\$150,000.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of

Transportation, and FTA. The Service Provider acknowledges that this agreement is neither a waiver of §70914(a) nor a finding under §70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. §5323(u) and 49 C.F.R. § 661.11, Domestic preferences for procurements.

The bidder or offeror must submit to SMART the appropriate Buy America certification. For more information, please see the FTA's Buy America webpage at:

<https://www.transit.dot.gov/buyamerica>.

5. Lobbying

Applicability: All Contracts > \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

6. Cargo Preference Requirements.

Applicability: All Rolling Stock Purchases, Materials & Supplies, and Construction Contracts which require transportation by ocean vessels.

The Contractor agrees to:

(a) to use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph, to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading); and

(c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7. Charter Service.

Applicability: All Operations & Management Contracts

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental”, i.e., it must not interfere with or detract from the provision of mass transportation.

8. Civil Rights.

Applicability: All Contracts

The following Federal Civil Rights laws and regulations apply to the Agreement:

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on

the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Sonoma-Marín Area Rail Transit District is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

9. Clean Air Act

Applicability: All Contracts > \$150,000

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671(q) et seq. The Contractor agrees to report each violation to SMART, the FTA, and the Regional Office of the Environmental Protection Agency.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA.

10. Clean Water Act

Applicability: All Contracts > \$150,000

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.

- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

11. Conformance with National ITS Architecture

Applicability: All ITS Contracts

Intelligent Transportation Systems (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects”, 66FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture.

12. Contract Work Hours and Safety Standards Act.

Applicability: All Operations Management, Rolling Stock Purchases, and Construction Contracts >\$100,000.

- a. Where applicable (see 40 U.S.C. § 3701 et seq), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

13. Davis Bacon Act and Copeland Anti-Kickback Act

Applicability: All Construction Contracts > \$2,000

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to SMART’s construction contracts and subcontracts that “at least

partly are financed by a loan of grant from the Federal Government”. 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. Construction for purposes of the Acts, include “actual construction, alteration, and/or repair, including painting and decorating” as defined by 29 CFR 5.5(a).

Contractors and subcontractors at any contract tier agree to comply with the Davis-Bacon Act 40 USC 3141, et seq and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” 29 CFR Part 5.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

SMART has attached to the Agreement a copy of the current prevailing wage determination issued by the Department of Labor which must be adhered to by the Contractor and all subcontractors. Contractor shall report all suspected or reported violations to the SMART who will intern report all violations to the Federal awarding agency.

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

14. Debarment and Suspension

Applicability: All Contracts > \$25,000

- (1) This contract is a covered transaction for purposes of 49 CFR Part 18. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into.

- (3) By signing the Agreement or accepting the Purchase Order, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

15. Disadvantaged Business Enterprise (DBE)

Applicability: All Contracts

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMART deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- (5) Termination of the Contract

The Contractor shall report its DBE participation obtained through race-neutral means through the period of performance with all invoices submitted.

The Contractor shall promptly pay any and all subcontractors by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The contractor shall include, in its monthly invoice submission to SMART, amounts to pay for all subcontractors' acceptable invoices, no later than 30 days after receipt of such invoices. Unless otherwise approved in writing by SMART, the contractor shall, within ten (10) days after receipt of the payment made by SMART, pay to each of its immediate subcontractors for satisfactory performance of its contract, the amounts to which they are entitled, after deducting any prior payments and any amount due and payable to the contractor by those subcontractors. Any delay or postponement of such payment may take place only for good cause and with SMART's prior written approval. If the contractor determines the work of the subcontractors to be unsatisfactory, the contractor must immediately notify in writing SMART (with a separate notice to the Liaison Officer if the subcontractor is a DBE) and state the reasons. Failure by the contractor to comply

with this requirement will be construed to be breach of contract and may be subject to sanctions as specified in the contract.

Should SMART make incremental inspections and, upon approval of the contractor's work at various stages of the contract, pay a portion of the retainage, the contractor shall promptly, within 30 days after SMART has made such payment, pay to the subcontractor who has satisfactorily completed all of its work and whose work is covered by SMART's inspection and approval, all retainage owed to the subcontractor. SMART's incremental inspections, approval or release of a portion of the retainage under this section shall not constitute acceptance.

The Contractor must promptly notify SMART whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMART. In this situation, the prime contractor shall provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time period specified, SMART will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, SMART may issue a termination for default proceeding.

It is the policy of SMART and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

16. DHS Seal, Logo, and Flags.

Applicability: All Contracts

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

17. Energy Conservation.

Applicability: All Contracts

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C.

18. Federal Changes.

Applicability: All Contracts

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Sonoma-Marin Area Rail Transit District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

19. Fly America.

Applicability: All Contracts

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 – 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

20. Incorporation of Federal Transit Administration (FTA) Terms.

Applicability: All Contracts

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

21. No Obligation by the Federal Government.

Applicability: All Contracts

The Sonoma-Marin Area Rail Transit District (SMART) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency,

Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22. Notice of Legal Matters.

Applicability: All Contracts > \$25,000

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the SMART is located. The Contractor must include a similar notification requirement in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

23. Patent Rights and Rights in Data and Copyrights Requirements.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Sonoma-Marín Area Rail Transit District intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the

copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

24. Pre-Award and Post Delivery Audits Requirements.

Applicability: All Rolling Stock/Turnkey Acquisition Contracts

A Buy America certification under this part shall be issued in addition to any certification which may be required by 49 CFR Part 661. Nothing in this part precludes the FTA from conducting a Buy America investigation under part 661 of this title “Pre-Award and Post-Delivery Audit Requirements”.

The Contractor agrees to comply with “Buy America Requirements-Surface Transportation Assistance Act of 1982, as amended by 49 CFR 661.12, but has been modified to include FTA’s Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(I) and FTA’s implementing regulation at 49 CFR Part 663 and to

submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the solicitation specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

25. Recycled Products.

Applicability: All Contracts > \$10,000

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials", 40 CFR Part 247.

26. Program Fraud and False or Fraudulent Statements and Related Acts

Applicability: All Contracts

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false,

fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27. Prompt Payment.

Applicability: All Contracts

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify SMART, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMART.

28. Safe Operation of Motor Vehicles.

Applicability: All Contracts

(a) **Seat Belt Use.** Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. §402 note, (62 Fed Reg. 19217), by:

Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

(b) **Distracted Driving, Including Text Messaging While Driving.** Contractor agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. §402, U.S. DOT Order 3902.10, "Text Messaging While Driving", and U.S. DOT Special Provision pertaining to Distracted Driving:

- a. **Safety.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the company owns, leases,

or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.

- b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

29. Seismic Safety.

Applicability: All A&E and Construction Contracts

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The Contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

30. Transit Employee Protective Agreements

Applicability: All Transit Operations Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- i. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. The requirements of this subsection however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance

authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and SMART for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.

- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- iv. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance by FTA.

31. Special DOL EEO Clause

Applicability: All Construction Contracts > \$10,000

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

32. Drug and Alcohol Testing

Applicability: All Transit Operations Service Contracts

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Sonoma-Marín Area Rail Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before June 30 and to submit the Management Information System (MIS) reports to the Sonoma-Marín Area Rail Transit District. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit

Administration Grants and Cooperative Agreements”, which is published annually in the Federal Registrar.

33. Termination.

Applicability: All Contracts > \$10,000

In addition to the Termination provisions contained in the Agreement, the following Termination provisions apply.

(a) Termination for Convenience. SMART may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in SMART’s best interest. The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid the Contractor. If the Contractor has any property in its possession belonging to SMART, the Contractor will account for the same, and dispose of it in the manner SMART directs.

(b) Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the Agreement delivery schedule, or, if the Agreement is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SMART may terminate this Agreement for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by SMART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, then SMART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SMART’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Contractor of written notice from SMART setting forth the nature of said breach or default, SMART shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SMART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach. In the event that SMART elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by SMART shall not limit SMART’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

(e) Termination for Convenience (Professional or Transit Service Contracts) SMART, by written notice, may terminate this contract, in whole or in part, when it is in SMART's best interest. If this contract is terminated, SMART shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

(g) Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

(h) Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the

work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

(i) Termination for Convenience or Default (Architect and Engineering Contracts). SMART may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

(j) Termination for Convenience or Default (Cost Type Contracts) The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency

or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

34. Veterans Hiring Preference.

Applicability: All Contracts

As provided in 49 U.S.C. §5325(k), the Contractor, to the extent practicable, agrees and assures that each subcontractor:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. §2108, who have the skills and abilities required to perform construction work required under Agreement in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

35. Violation and Breach of Contract.

Applicability: All Contracts

Rights and Remedies of SMART

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SMART or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or

acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by SMART, the Contractor expressly agrees that no default, act or omission of SMART shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless SMART directs Contractor to do so) or to suspend or abandon performance.

Remedies

Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between SMART and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within California.

Disputes

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by SMART's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

36. Geographic Restrictions.

Applicability: All Contracts

Contractor shall refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute.

37. Metric System.

Applicability: All Contracts

To the extent required by U.S. DOT or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. 205a et seq.; Executive

Order No 12770 “Metric Usage in Federal Government Programs, 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, SMART agrees to accept products and services with dimensions expressed in the metric system of measurement.

38. Environmental Protection.

Applicability: All Contracts

Contractor shall comply with the following requirements:

(a) Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order. No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; PTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, “Environmental impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Contractor shall comply with all Federal transit laws, such as 49 U.S.C. §5323(c)(2) and 23 U.S.C. §139, as applicable.

(c) Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

39. Privacy Act.

Applicability: All Contracts

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

40. Transit Vehicle Manufacturer (TVM) Certifications

Applicability: All Rolling Stock Contracts

49 CFR 26.49 – Contractor must submit to SMART a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle

procurement that it has complied with the requirements of 49 CFR 26.49. SMART may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal setting procedures.

41. Federal Tax Liability and Recent Felony Convictions

Applicability: All Contracts

- A. Contractor certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that it is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. Contractor certifies that it was not convicted of felony criminal violation under any Federal law within the preceding twenty-four (24) months.

42. Rights to Inventions Made Under a Contract or Agreement.

Applicability: All Research and Development Contracts

Contractor agrees to comply with the requirements of 37 C.F.R. §401.2(a), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by SMART.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Applicability: All Contracts

Contractor certifies and confirms that no services provided or supplies installed or utilized under this contract constitute telecommunications services, equipment or systems prohibited under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), and as may be implemented by 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform SMART in writing. SMART may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost.

44. Domestic Preferences for Procurements

Applicability: All Contracts

Contractor shall make every effort to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This section must be included in all subcontracts.

For the purposes of this section:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT E
FEDERAL WAGE DETERMINATION

[ON FILE WITH BOARD CLERK]

EXHIBIT F

HULCHER DAILY WORK REPORT

[ON FILE WITH BOARD CLERK]



Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

Rachel Farac
Transportation Authority of Marin

Debora Fudge
Sonoma County Mayors' and Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and Councilmembers Association

Mary Sackett
Marin County Board of Supervisors

Eddy Cumins
General Manager

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

June 18, 2024

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

SUBJECT: Fiscal Year 2024-2025 Annual Budget Adoption

Dear Board Members:

RECOMMENDATIONS:

Approve Resolution No. 2024-19, adopting the Fiscal Year 2024-2025 Annual Budget and Resolution No. 2024-20, declaring and ratifying the annual appropriation limit for Fiscal Year 2024-2025.

SUMMARY:

The Fiscal Year 2024-2025 draft budget was presented to the Board of Directors on May 15, 2024, and was available for review and comment between May 10, 2024, and May 31, 2024.

Passenger Rail and Pathways

For Fiscal Year 2024-2025, total revenues are estimated at \$121.1 million and total expenditures are estimated at \$146.6 million. Expenditures are greater than revenues by \$25.5 million which will reduce the estimated fund balance at the end of Fiscal Year 2024-2025 to \$55.8 million.

Freight Rail

For Fiscal Year 2024-2025, total revenues are estimated at \$1.8 million and total expenditures are estimated at \$1.8 million. Expenditures equal revenues which will leave freight with a zero-fund balance at the end of Fiscal Year 2024-2025.

Changes since May 15, 2024 Draft Document

- Included the revenue and expense in the amount of \$787,545 related to shifting the City of Petaluma McDowell Paving Project into FY25, with the exception of funds spent on the Traffic Fees in FY24
- Added in the cost of the change order to the McInnis to Smith Ranch Pathway Project in the amount of \$325,000
- Adjusted the fiscal year amount for the Town of Windsor Utility Crossings Project, contractor anticipated to spend \$100,000 in FY24, remaining \$307,100 moving to FY25

- Increased cost for Board Meeting AV Equipment to add in additional mixer for redundancy
- Determined that no expenses would be incurred in FY 24 so the \$10,000 in FY 24 was shifted to FY 25 for a total of \$400,000 in Caltrans Sustainability Communities Competitive Planning Grant for the Quality-of-Life Study. In addition, the actual cost was higher than the estimate so \$36,403 was added in Measure Q funds for a total project cost of \$436,403
- Debudgeted the \$50,000 planning project and reallocated the funds to the Quality-of-Life Study, and added funds to finish the design of the Wayfinding Project
- Reduced the cost of the public information display signs project from \$550,000 to \$450,000 in light of the engineer's estimate and used those funds for the increases in costs to the wayfinding project
- Debudgeted some of the funds for parts under the Vehicle Maintenance and Maintenance of Way budgets. This is due to a change in inventory methodology.
- Reclassified one (1) position from Inventory and Parts Clerk to Materials Sourcing Specialist
- Included funds that were budgeted in FY 24 for four (4) non-revenue vehicles that won't be delivered until FY25, increasing the non-revenue vehicle amount by \$350,654
- Highlighted text in the Appendix E – Statement of Investment Policy represent changes to the document
- Included Appendices:
 - Appendix D – Statistical Information
 - Appendix E – Statement of Investment Policy
 - Appendix F – Appropriation Calculation
 - Appendix G – Organizational Chart

Comments on the Draft Budget

The public comment period was open between May 10, 2024, and May 31, 2024. We received six (6) comments. Please see attached which details all comments received, when they were received, and SMART's response. None of the comments resulted in changes to the budget.

Sincerely,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s):

1. Public Comments – Fiscal Year 2024-2025 Budget
2. Resolution No. 2024-19– Fiscal Year 2024-2025 Annual Budget
3. Resolution No. 2024-20 – Annual Appropriation Limit
4. Fiscal Year 2024-2025 Budget

Fiscal Year 2024/2025 Budget Comments

Date Received	Comment	Response
05/10/2024	<p>I am a Member, Board Of Directors, Pacific Coast Chapter, Railway & Locomotive Historical Society, writing as a knowledgeable private citizen. Background and experience in several transportation modes. It is disappointing to note your respective projected times and expenses on the Healdsburg Bridge & Monterey County rail enhancements as yet do not include fair estimation for High Strength Bolt alternative (rivet replacement/gusset thickening) methodology for the Truss Bridge Upgrades. After several years of passing forward this industry standard for steel bridge upgrades, it is curious, as a member of the public, for these suggestions to continually pass unremarked by your respective engineering departments.</p> <p>Millions more spent, with added <i>years</i> until trains can pass over the bridge. Christina Watson, with the Monterey railway rebuild organization, is included owing to the fact they have an ex-Southern pacific Bridge of same design and vintage as the Healdsburg span. Rails in Monterey County share the same strategic value in a Food Distribution emergency, so expedited return of these steel bridges to operating service is a shared responsibility in your respective purviews. I copy the CA Office of Attorneys General in their capacity regarding Public Health & Safety (Food Distribution Enhancement).</p> <p>Agencies request public input. Sadly, personnel in these bureaucracies seldom wish to engage legitimate public input when the chosen action plan is considered beyond the effect of Geopolitical or other extraordinary unplanned events.</p>	Thank you for your comments.

Date Received	Comment	Response
	<p>Be that as it may, this writer appreciates the opportunity to comment, and share reasonable input to a variety of recipients.</p>	
<p>05/14/2024</p>	<p>Performance Metrics on Page B-11: Staff has provided valuable information through FY 2023 in the table presented on this page. But, the draft budget does not provide an estimate for operating expenses on the same (NTD) basis contained on this page. From this number, the key performance metrics (farebox recovery and taxpayer subsidy per boarding) can be estimated.</p> <p>Recommendation 1: Estimated operating expenses for FY 2024 and forecast operating expenses for FY 2025 on an NTD basis be included in the budget.</p> <p>SMART is building its ridership in part with discounted and free fares. The budget must include an assumption regarding the percentage of riders traveling for free to come up with an estimate and forecast of fare revenues. But it doesn't report this assumption.</p> <p>Recommendation 2: The budget should report the number of boardings on weekdays and weekends by individuals traveling for free should be estimated for FY 2024 and forecast for FY 2025.</p> <p>There is no mention of costs associated with a ballot measure in draft FY 2025 budget. In past elections the agency has used Measure Q funds to pay for the production and mailing of an "informational brochure" to households of every registered voter in the two counties. That cost is not to be found in the draft budget. While it could be hidden the Communications and Marketing expenditures, it is not known what the agency intends to do. If the Board has no intention of placing a ballot measure on the November 2024 ballot, why not just disclose the agency's intentions?</p>	<p>Recommendation #1:</p> <p>The District's financial statements are reported using the <u>accrual basis of accounting</u>.</p> <p>The National Transit Database requires the <u>accrual basis of accounting for reporting</u>.</p> <p>The District's budget is prepared on a <u>modified accrual basis with the following exceptions</u>:</p> <ul style="list-style-type: none"> • Inclusion of capital outlays and debt principal payments as expenditures • Inclusion of asset sale proceeds and debt issuance proceeds • Exclusion of gains and losses on disposition of property and equipment • Exclusion of the non-cash portion of long-term unfunded pension accruals <p>The budget is not intended to reflect the same basis of accounting and in the same format as the NTD information and is therefore not presented that way. Our financial statements are intended to reflect the accrual basis of accounting and that is why we wait until we have audit financial statements to prepare the NTD reports.</p>

Date Received	Comment	Response
	<p>Recommendation 3: The Board needs to disclose whether it intends to place a tax extension measure on the November 2024 ballot.</p> <p>Cash Position: (p. B-45). SMART’s Monthly Financial Report (p. 31 of 137 in the agenda packet) reports the size of two bank deposits is now \$114.6M. Some but not all of the cash position is allocated to reserves and encumbrances. The draft does not include this calculation nor provide any history on this important financial metric.</p> <p>Recommendation 4: The draft should report past FY metrics of cash position in the same format that it reports this information in the Monthly Finance Report.</p> <p>Freight: (p. B-43). The draft states on the bottom of the page, “The freight funds doesn’t have reserves and the fund balance will be dependent on the amount budgeted but not spent in Fiscal Year 2024. Likely that funds balance will be very low.” At the same time, the draft does not state what has been stated at previous Board meetings, that Measure Q funds are legally prohibited from covering the freight operating deficit. One possibility to address the deficit is for SMART to restart the LPG tanker parking business in Schellville, something Sonoma Valley residents have opposed. Long before June 202, the agency is going to have to confront this issue that may involve planning and public outreach, as well as legal consultants who specialize in STB regulations. The budget should include this as an expense item.</p> <p>Recommendation 5: The budget should include estimated expenditures for the planning and resolution of how the agency will</p>	<p>Recommendation #2 SMART is currently estimating that ridership for Fiscal Year 2025 will be 904,200 with 70% of those riders paying an adult fare. The average fare was calculated at \$3.50. $(904,200 \times .70 \times \\$3.50) = \\$2,215,290$.</p> <p>Recommendation #3: The Board has not yet decided as to whether or not a sales tax extension for SMART will be placed on the ballot. However, please refer to Agenda Item #7 at the October 18th, 2023, meeting and the January 17, 2024, meeting regarding the marketing plan.</p> <p>Recommendation #4: The monthly financial report is done on a cash basis. The budget is done on a modified accrual basis. The budget does provide for the estimated beginning fund balance and estimated ending fund balance, and it is adjusted in the amended budget each year after the actual year end fund balance is known.</p> <p>Recommendation #5: This was discussed at the budget workshop with the SMART Board of Directors and again at the May 15th SMART Board of Directors meeting. SMART continues to look for funding</p>

Date Received	Comment	Response
	<p>resolve the issue raised by the operating deficits generated by the freight business.</p> <p>Summary table of full costs and revenues associated with the Windsor extension, which will be completed in FY 2025 is not included in the draft. Only a “funding plan” was provided in the workshop presentation (p. 26 of May 1, Agenda Item 4).</p> <p>Recommendation #6: The budget for FY 2025 should include a summary table of the full costs associated with the Windsor extension (by major category) and revenues (by source) to fully inform the public regarding the finances of this extension.</p>	<p>sources to be able to continue to operate and maintain freight in the corridor.</p> <p>Recommendation #6: The following are the costs and funding sources of the Santa Rosa to Windsor Extension up the suspension of work. \$20,000,000 of TIRCP funds, \$1,005,809.56 of AHSC funds, and \$3,250,701.34 of FRA funds for a total of <u>\$24,256,510.90</u></p>
05/14/2024	<p>Question #1:</p> <p>At the May 1, 2024 Budget Workshop, one of the slides included the bullet pointed item “Provide enhanced first/last mile solutions” with a sub-bullet “Larkspur & Marin Civic Center.” In reviewing the SMART FY 24-25 Draft Budget, I think I understand what the above bullet pointed item is referring to at Larkspur station. That would be the new SMART Connect shuttle service at Larkspur station, right? But what, specifically, is being proposed in the budget for first/last mile solutions at Marin Civic Center station? I searched the entire Draft Budget, but did not see any mention of Marin Civic Center station in it.</p> <p><i>*As a side note, the fact that all the tables in the Draft Budget are formatted as images rather than text makes them difficult to search. I recommend in the future formatting the tables in text format in order to allow for greater searchability and transparency.</i></p> <p>Question #2:</p> <p>On page B-39 of the Draft Budget, there is a line item for "Pathways - Slurry seal 2 miles" budgeted for an amount of \$115,200 (see below). Could you tell us what exactly this line item is for?</p>	<p>Question #1:</p> <p>The Larkspur first/last mile solutions refers to a shuttle at the Larkspur station. We are also looking at a shuttle at the Civic Center station and we are working with the County of Marin and Kaiser to determine needs and a potential partnership.</p> <p>Question #2:</p> <p>The slurry seal project is for the 2 pathway segments: Joe Rodota Trail to Barham Crossing and Rohnert Park Expressway to E. Cotati.</p>

Date Received	Comment	Response
	<p>Our understanding is that slurry seal is used to resurface older pathway segments where the pavement is deteriorated. This indicates that these funds are intended not for any new pathway construction or recently-completed pathway segments, but rather for older pathway segments, such as the three segments in Marin County which in fact predate the creation of SMART. Those three segments I'm referring to are:</p> <ul style="list-style-type: none"> • McInnis Sidepath in San Rafael (Civic Center Drive to Bridgewater Drive) - 0.45 mi • Highway 37 Interchange Segment in Novato (Frosty Lane to Hanna Ranch Road) - 0.64 mi • Franklin Avenue Segment in Novato (North side Novato Creek to Lamont Avenue) - 0.53 mi <p>The above three pathway segments add up to approximately 1.62 miles in length. Is the "2 miles" in the Draft Budget the result of rounding 1.62 to the nearest mile? Or is SMART planning to apply a slurry seal to these three segments, plus an additional 0.38 mi of older pathway segments that I'm unaware of (perhaps in Sonoma County)? Or does this line item refer to something else entirely?</p>	
05/20/2024	<p>The comments and recommendations below were provided to the SMART Board at last week's Board meeting. They are posted on SMART's website. For reference, not a single Board member asked about nor responded to these recommendations at the Board meeting. This is not unusual, as the Board at least publicly ignores comments by those who have opposed prior tax measures. Indeed, one of the themes in the "NotSoSMART" Measure I campaign was that the Board was a "rubber stamp" organization and not sufficiently overseeing staff.</p>	See previous responses.

Date Received	Comment	Response
	<p>If you haven't read the 2022 Sonoma County Grand Jury Report, "SMART Decision Making: Citizen Feedback is Critical for Success," I encourage you to do so.</p> <p>As noted in the Grand Jury report, in the past, the predecessor COC has also been rather casual at pursuing questions challenging SMART's finances and performance metrics. But this new COC, with new people and new challenges posed by the failure to pass Measure I and the loss of voter support for SMART. Supposedly the new COC now represents all of the citizens and voters in the two counties, not just those that supported Measure I in 2020 and continue to be enthusiastic supporters of the agency.</p> <p>The comments below are from one citizen who over the years has asked many questions. Asking staff at the COC meeting about these recommendations is your chance to fulfill your responsibilities as recommended by the Sonoma County Grand Jury.</p> <p>Submitted comments to the Board:</p> <p>Performance Metrics on Page B-11: Staff has provided valuable information through FY 2023 in the table presented on this page. But, the draft budget does not provide an estimate for operating expenses on the same (NTD) basis contained on this page. From this number, the key performance metrics (farebox recovery and taxpayer subsidy per boarding) can be estimated.</p> <p>Recommendation 1: Estimated operating expenses for FY 2024 and forecast operating expenses for FY 2025 on an NTD basis be included in the budget.</p>	

Date Received	Comment	Response
	<p>SMART is building its ridership in part with discounted and free fares. The budget must include an assumption regarding the percentage of riders traveling for free to come up with an estimate and forecast of fare revenues. But it doesn't report this assumption.</p> <p>Recommendation 2: The budget should report the number of boardings on weekdays and weekends by individuals traveling for free should be estimated for FY 2024 and forecast for FY 2025.</p> <p>There is no mention of costs associated with a ballot measure in draft FY 2025 budget. In past elections the agency has used Measure Q funds to pay for the production and mailing of an "informational brochure" to households of every registered voter in the two counties. That cost is not to be found in the draft budget. While it could be hidden the Communications and Marketing expenditures, it is not known what the agency intends to do. If the Board has no intention of placing a ballot measure on the November 2024 ballot, why not just disclose the agency's intentions?</p> <p>Recommendation 3: The Board needs to disclose whether it intends to place a tax extension measure on the November 2024 ballot.</p> <p>Cash Position: (p. B-45). SMART's Monthly Financial Report (p. 31 of 137 in the agenda packet) reports the size of two bank deposits is now \$114.6M. Some but not all of the cash position is allocated to reserves and encumbrances. The draft does not include this calculation nor provide any history on this important financial metric.</p>	

Date Received	Comment	Response
	<p>Recommendation 4: The draft should report past FY metrics of cash position in the same format that it reports this information in the Monthly Finance Report.</p> <p>Freight: (p. B-43). The draft states on the bottom of the page, “The freight funds doesn’t have reserves and the fund balance will be dependent on the amount budgeted but not spent in Fiscal Year 2024. Likely that funds balance will be very low.” At the same time, the draft does not state what has been stated at previous Board meetings, that Measure Q funds are legally prohibited from covering the freight operating deficit. One possibility to address the deficit is for SMART to restart the LPG tanker parking business in Schellville, something Sonoma Valley residents have opposed. Long before June 202, the agency is going to have to confront this issue that may involve planning and public outreach, as well as legal consultants who specialize in STB regulations. The budget should include this as an expense item.</p> <p>Recommendation 5: The budget should include estimated expenditures for the planning and resolution of how the agency will resolve the issue raised by the operating deficits generated by the freight business.</p> <p>Summary table of full costs and revenues associated with the Windsor extension, which will be completed in FY 2025 is not included in the draft. Only a “funding plan” was provided in the workshop presentation (p. 26 of May 1, Agenda Item 4).</p> <p>Recommendation 6: The budget for FY 2025 should include a summary table of the full costs associated with the Windsor</p>	

Date Received	Comment	Response
	extension (by major category) and revenues (by source) to fully inform the public regarding the finances of this extension.	
05/20/2024	<p>SMART is using ‘smoke and mirrors’ to increase ridership to justify its goal of keeping the 1/4 % sales tax. Ridership has increased only because youths and seniors ride for free – commensurately the net loss will increase. This game is apparent. SMART will continue to ride empty on most runs and bleed Marin and Sonoma with its deficit and polluting, diesel operated trains.</p> <p>In a series of emails with Eddy Cummins, regarding the Citizen’s Oversight Committee, his final reply was that the act creating SMART only called for a this oversight Committee but didn’t specify how it is chosen. Cynically, a sub committee of the SMART Board of Directors appoints this Citizens Oversight Committee. A classic case of the aphorism, “The fox guarding the hen house.” The Board subcommittee hand picks those unlikely to be critical or challenge it. All options might be entertained by a fairly chosen board say, by the Superior Court, as was the Marin Civil Grand Jury (I served 2018-19).</p> <p>For example, winding down SMART and using the right of way for flexible, cost effective, nonpolluting electric or hydrogen powered buses (rather than diesel powered trains). Of course, your jobs and the agency might be threatened so, this is anathema and you’ll do everything you can to insure it won’t happen. There are myriad other strategies that also should be considered and undoubtedly are not by this handpicked oversight committee.</p>	Thank you for your comments.
05/23/2024	<p>Do you think it’s a good idea to disclose ACTUAL Ridership? the sales tax has subsidized SMART ridership:</p> <ul style="list-style-type: none"> • \$128 in 2019, • \$168 in 2020 	Actual ridership is provided monthly in the ridership report under the consent agenda for the SMART Board of Directors meeting. In addition, monthly and historical ridership can

Date Received	Comment	Response
	<ul style="list-style-type: none"> • \$518 in 2021 • \$240 in 2022 <p>per ROUNDTRIP.</p> <p>Here is the calculation (including Debt Service): https://marincounty.info/SMART/Latest/SMART_at_a_CROSSROADS-Marin_Grand_Jury_2023.htm</p>	<p>be found at the following: https://sonomamarintrain.org/RidershipReports</p> <p>Additional note: As was pointed out in the Citizen’s Advisory Committee meeting, when comment was presented, Debt Service is a cost of capital not operating and therefore the calculation presented in the comment is incorrect.</p>

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2024-2025, PROVIDING FOR THE ESTABLISHMENT OF NEW DISTRICT EMPLOYEES PURSUANT TO PUBLIC UTILITIES CODE SECTIONS 105050 AND 105052(b) AND FIXING THE COMPENSATION AND SALARY OF ALL DISTRICT EMPLOYEES FOR FISCAL YEAR 2024-2025, ADOPTING A STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2024-2025, AND DELEGATING AUTHORITY TO INVEST CERTAIN FUNDS UNDER THE CONTROL OF THE BOARD OF DIRECTORS TO THE CHIEF FINANCIAL OFFICER

WHEREAS, Section 8.01 of Article VIII of the Administrative Code of the Sonoma-Marín Area Rail Transit District (“SMART”) requires that the Board of Directors (“Board”) adopt an annual budget for the ensuing fiscal year no later than the District’s June meeting; and

WHEREAS, a draft Annual Budget for Fiscal Year 2024-2025 was presented to the Board at its May 15, 2024 meeting; and

WHEREAS, the draft Annual Budget for Fiscal Year 2024-2025 has been available for public inspection since May 10, 2024, in excess of the minimum public inspection period prescribed by the Administrative Code; and

WHEREAS, at its duly noticed meetings on May 1, May 15, and June 18, the Board fully reviewed and considered the Annual Budget for Fiscal Year 2024-2025, at which time all interested persons were given the opportunity to hear and be heard; and

WHEREAS, at its meetings on May 15, and June 18, the Board duly considered the creation of employee positions and the fixing of the compensation and salary for those newly created positions as well as the adjustment of the compensation of some existing positions; and

WHEREAS, certain non-cash transactions such as the recording of donated assets and depreciation do not require appropriation authority and are not included in the annual budget but must be recorded during the preparation of financial statements for each fiscal year; and

WHEREAS, administrative and accounting adjustments and corrections which are necessary to move funds or expense in accordance with accepted accounting practice may be necessary and do not require appropriation authority for each fiscal year; and

WHEREAS, California Government Code Section 53607 authorizes the Board to delegate to the Chief Financial Officer the authority to invest certain funds of SMART on deposit with the County of Sonoma Treasury for up to one year; and

WHEREAS, included in the delegation of authority for investments is the authority to transfer funds between accounts in order to maximize investment returns for the District; and

WHEREAS, upon such delegation the Chief Financial Officer assumes full responsibility for those transactions until the Board revokes this authority or does not renew the annual delegation by resolution; and

WHEREAS, nothing in this resolution limits the Chief Financial Officer's authority pursuant to Government Code Sections 53635 and 53684; and

WHEREAS, all investments are reported monthly to the Board of Directors as required by Government Code Section 53646; and

WHEREAS, California Government Code Section 53646 requires that the Chief Financial Officer annually submit a statement of investment policy to the Board for its review and approval; and

WHEREAS, the Chief Financial Officer presented and the Board duly considered the Statement of Investment Policy for Fiscal Year 2024-2025 at a noticed public meeting of the Board of Directors on June 18, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Fiscal Year 2024-2025 Annual Budget for the Sonoma-Marin Area Rail Transit District attached hereto is hereby approved.

BE IT FURTHER RESOLVED that the funding for this Final Budget is being provided to SMART by way of Measure Q sales tax, fare revenue, state operating support, federal funds, and reimbursements from grants from the State of California revenues, among other funds, all as more fully described in the Fiscal Year 2024-2025 Annual Budget.

BE IT FURTHER RESOLVED that based upon competent evidence and acting pursuant to the provisions of the Enabling Legislation, the salaries, wages, compensation and expenses for management and non-management employees for Fiscal Year 2024-2025 shall be as provided for also in Appendix C, SMART Position Authorizations, and such compensation shall be compensation in full for all official services performed by such managers and employees, unless expressly provided otherwise.

BE IT FURTHER RESOLVED that the Chief Financial Officer is authorized to complete any necessary budgetary and accounting transfers and adjustments to implement the adopted Fiscal Year 2024-2025 Budget and to re-establish valid prior year encumbrances. Such adjustments shall include but not be limited to decreasing appropriations in any and all funds associated with projects initiated prior to the 2023-2024 fiscal year-end to meet actual available resources. Authority includes budgetary and accounting adjustments necessary to assign year-end actual fund balances, and increasing or decreasing appropriations for previously approved projects, operations and maintenance expenses and budgetary and accounting adjustments necessary to assign actual fund balances.

Resolution No. 2024-19
Sonoma-Marín Area Rail Transit District
June 18, 2024

BE IT FURTHER RESOLVED that the Chief Financial Officer is authorized to complete any administrative or accounting adjustments necessary for the proper presentation of the District's financial statements that are in accordance with the Board's Direction and approval of the Budget, including noncash adjustments for depreciation and recording donated assets.

BE IT FURTHER RESOLVED that, in accordance with the provisions of Government Code Section 53646, the Statement of Investment Policy for Fiscal Year 2024-2025 is provided for in the Fiscal Year 2024-2025 Budget, Appendix E is hereby approved and adopted.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 53607, the Board of Directors hereby delegates to the Chief Financial Officer the authority to create and maintain accounts as necessary for management of the District's funds, including the ability to invest and reinvest funds in the Sonoma County Treasury for a period of one year and to create accounts as required by State of California for deposit of grant funds.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 18th day of June 2024, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eric Lucan, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, DECLARING AND RATIFYING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2024-2025

WHEREAS, Article XIII B of the California Constitution (“Article XIII B”) places various limitations on the appropriations of the State of California and local public agencies; and

WHEREAS, Article XIII B requires the Sonoma-Marín Area Rail Transit District (“SMART”) to set an annual appropriations limit based on factors which include the appropriations limit for the prior fiscal year, population growth (if any), and inflation; and

WHEREAS, SMART’s annual appropriations limit was first set at \$100,000,000 for Fiscal Year 2008-2009 with the passage of Measure Q; and

WHEREAS, SMART approved subsequent annual appropriations limits as required by law; and

WHEREAS, the information supporting these adjustments is in Appendix F of the Fiscal Year 2024-2025 budget; and

WHEREAS, the information used to make these calculations for SMART was made available for public inspection on May 10, 2024 and has been available for at least 15 days prior to the scheduled adoption of this resolution, in accordance with the requirements of California Government Code section 7910.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct.

BE IT FURTHER RESOLVED that the Appropriations Limit for SMART Fiscal Year 2024-2025 shall be \$175,179,546.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 18th day of June 2024, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eric Lucan, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST: _____
Leticia Rosas, Clerk of the Board of Directors
Sonoma-Marín Area Rail Transit District

APPENDIX F: Appropriation Calculation

	FY23	FY24	FY25
Beginning Limit	\$ 152,544,355	\$ 163,175,521	\$ 169,517,286
Per Capita Increase in Cost of Living	1.0755	1.0444	1.0362
Population Change	0.9946	0.9947	0.9973
County Used for Population Change	Sonoma	Sonoma	Sonoma
Total	\$ 163,175,521	\$ 169,517,286	\$ 175,179,546

* Per Government Code §7901, special districts located in two or more counties, such as SMART, may choose to use the change in population for the portion of the district which has the highest assessed valuation.



We connect communities



Sonoma-Marin Area Rail Transit District Fiscal Year 2024/2025 Budget

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Sonoma-Marin Area Rail Transit District's Board of Directors

SMART is governed by a 12-member Board consisting of elected officials appointed as specified in AB 2224: two county supervisors each from Marin and Sonoma counties, three appointed City Council members from each county and two representatives from the Golden Gate Bridge District.

Eric Lucan - Chair
Marin County Board of Supervisors

Melanie Bagby - Vice Chair
Sonoma County Mayors and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

Rachel Farac
Transportation Authority of Marin

Debora Fudge
Sonoma County Mayors and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge, Highway and
Transportation District

Barbara Pahre
Golden Gate Bridge, Highway and
Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors and
Councilmembers Association

Mary Sackett
Marin County Board of Supervisors

Sonoma-Marin Area Rail Transit Executive Management Team

Eddy Cumins
General Manager

Tom Lyons
General Counsel

Bill Gamlen
Chief Engineer

Heather McKillop
Chief Financial Officer

About SMART

The Sonoma-Marín Area Rail Transit (SMART) District was established by the California Legislature through the enactment of AB 2224 in 2002. The SMART District includes both Sonoma and Marin Counties and was created for the purpose of providing unified and comprehensive structure for the ownership and governance of the passenger and freight rail system within Sonoma and Marin Counties and to provide passenger and freight train service along the existing publicly owned railroad right-of-way.

SMART passenger rail service began in August of 2017 with two-way passenger train service on 43 miles to 10 stations between Downtown San Rafael in Marin County and Airport Boulevard in Sonoma County.

Train service is provided in state-of-the-art diesel multiple unit (DMU) rail vehicles utilizing one of the first Positive Train Control systems for passenger rail. In late 2019, two new stations were built in Downtown Novato and Larkspur near the regional Ferry to San Francisco. These two stations in Marin County brought rail service to its current total of 45 miles with 12 passenger stations. SMART is currently running higher levels of service than it was pre-pandemic, with 38 weekday trips and 16 weekend trips. SMART, along with partner agencies, has constructed 28 miles of Class 1 bicycle/pedestrian pathway on its right-of-way connecting to the stations where cyclists can find secure parking at the station or on-board the train for their bikes. SMART manages twelve (12) of those miles of pathway.

In March of 2022, SMART assumed the freight operations from the Northwestern Pacific Railroad Company (NWPCo) which had been operating service from Napa County to Petaluma since 2011.

SMART's History

2002	SMART was created by the California Legislature
2008	SMART's ¼ cent sales tax was passed
August 2017	Service Started between San Rafael and Santa Rosa Airport to include 34 trips/ weekday and 10 trips/ weekend
October 2017	Tubbs Fire
January 2019	One Millionth Rider Mark
February 2019	Flooding
October 2019	Kincade Fire
December 2019	Larkspur Extension and Downtown Novato Station opens
January 2020	Service increases to 38 trips/weekday
March 2020	COVID-19 Shelter-in-Place Orders go into effect; trips reduced to 16 trips/ weekday and no weekend service

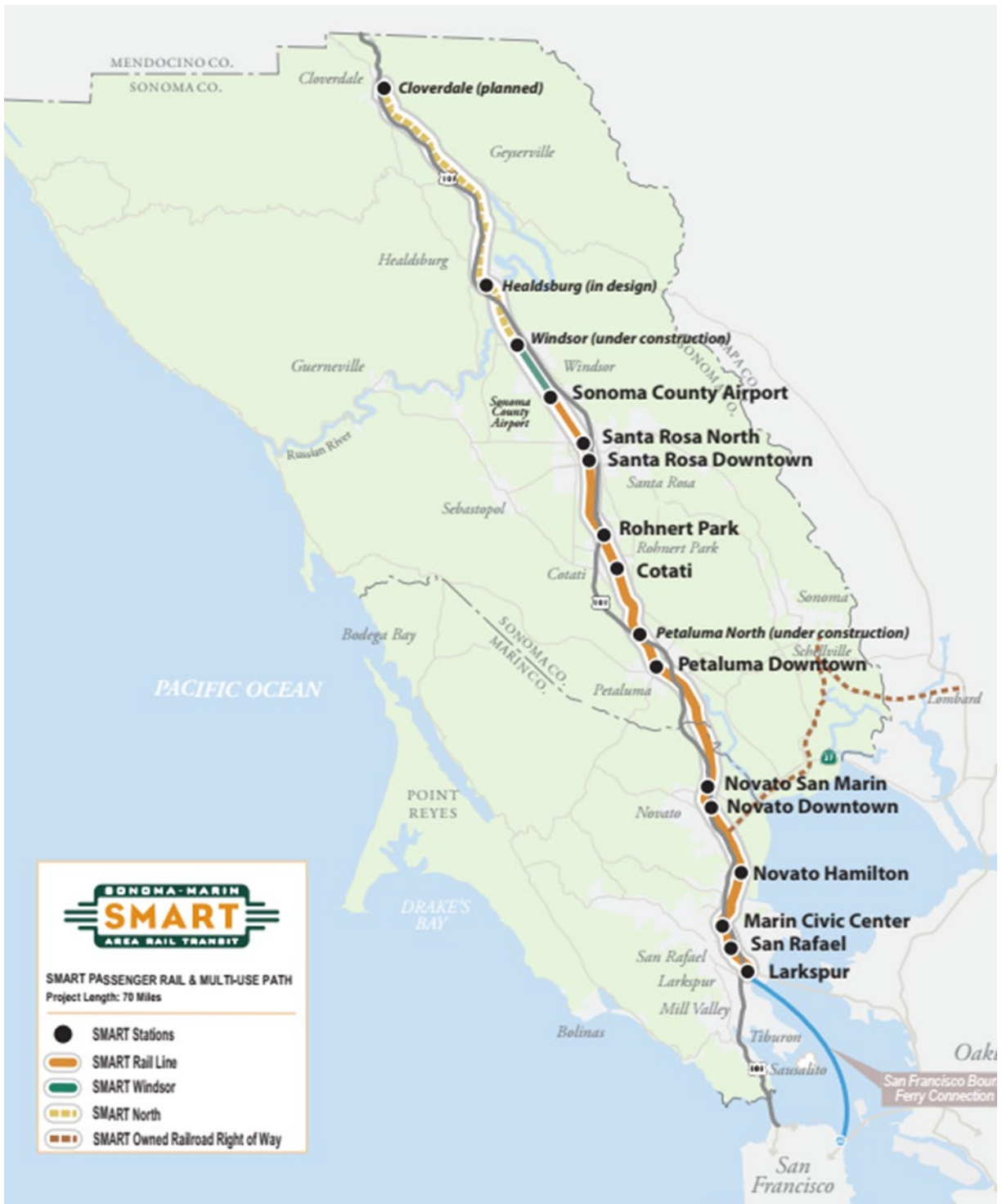
August 2020	LNU Lighting Complex Fires
May 2021	Fares lowered by 40%; additional 10 weekday trips are added for a total of 26 weekday trips; Saturday service returns
November 2021	New General Manager is hired
March 2022	Assumed freight operations from the Northwestern Pacific Railroad Company (NWPCo.)
May 2022	Sunday service returns
June 2022	Additional 10 weekday trips are added for a total of 36 weekday trips
July 2022	Started operations of freight service with SMART employees
September 2022	Launched real-time map and arrival prediction tool on SMART website
October 2022	Additional 2 weekday trips are added for a total of 38 weekday trips
June 2023	Launched free Summer Youth Pass
June 2023	Launched new SMART Connect service at Sonoma County Airport Station
July 2023	Reduction in 31-day pass price by 15% to reflect hybrid work schedule of 3 days a week in office
October 2023	Added one weekend round trip for total of 16 weekend trips
November 2023	Groundbreaking for Petaluma North Station, McDowell, and Pathways
November 2023	Secured funding to complete the previously suspended work on the Windsor Extension and re-engaged contractors
January - March 2024	Strategic Plan update listening sessions held to inform Strategic Plan to guide Agency from 2025-2029
April 2024	Youth and Seniors Ride Free Program implemented to encourage use of public transit
April 2024	SMART carries a record high of 80,405 riders in April, setting a new all-time monthly ridership record
June 2024	Launched SMART Connect shuttle at Larkspur

SMART's Passenger Rail System

System Statistics

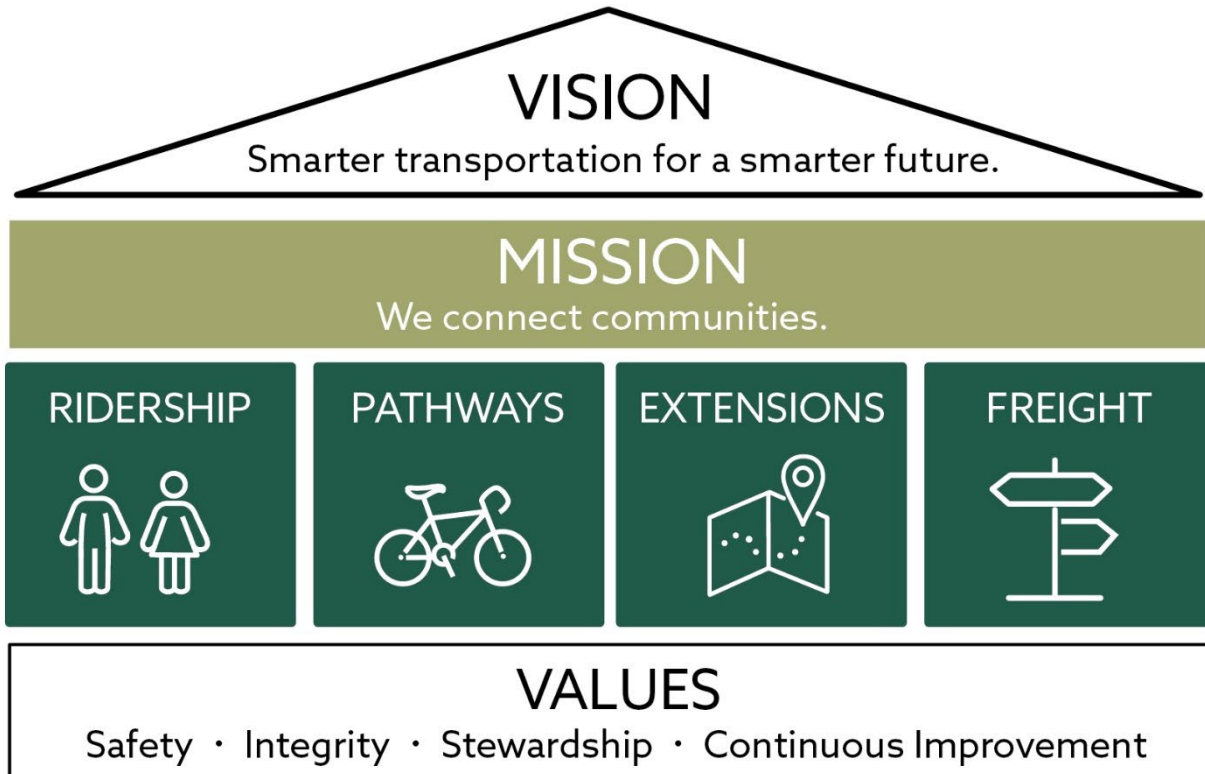
- Forty-five (45) miles rail corridor - connecting the Larkspur Ferry to the Sonoma County Airport
- Twelve (12) miles of twenty-eight (28) miles of pathway constructed and maintained by SMART, providing a first/ last mile connection to the rail corridor
- Twelve (12) stations
- Six (6) park-n-ride lots
- Sixty-eight (68) public crossings
- Twenty-seven (27) bridges
- Two (2) tunnels
- Fleet of eighteen (18) Diesel Multiple Units (DMUs)





SMART Overview

In Fiscal Year 2022, the Board of Directors approved SMART’s Vision, Mission, Objectives, and Values. In Fiscal Year 2023, strategies for the objectives were developed and presented. In Fiscal Year 2024, many of these objectives were accomplished, as detailed below.



How We Measure Up: Progress on Strategies from the Fiscal Year 2024 Budget

Ridership

In the fiscal year 2024 Budget, SMART formulated strategies designed to boost ridership and address some of the most vexing elements frustrating riders. The Microtransit Pilot Program was implemented at the Airport station, to solve the first and last mile gap between the station and the Sonoma County Airport. Additional evening service was added over the summer with the Starlighter Pilot Program, and when the program ended, service was adjusted slightly later than prior to the program. SMART has offered additional service to meet events like the Marin County Fair, Giants games, and the Butter and Eggs Festival. The planning department has coordinated with transit provider partners to improve connections to bus and ferry service. SMART is now allowing overnight parking at the Park-and-Ride Lots for ease of utilizing the system. In order to respond to the current realities of the hybrid work

schedule, SMART repriced its monthly pass to reflect a 3-day work week in July of 2023. SMART applied for and received a grant through the Road Repair and Accountability Act, funded by Caltrans Sustainable Transportation Planning Grant, for the Quality of Life and Economic Impact Assessment. In coordination with other local transit providers, SMART offered free fares for K-12 students over the summer. The success of this program impacted SMART's decision to implement the Youth and Seniors Ride Free program as of April 1, 2024, which is currently slated to continue through June of 2025. SMART is in the process of designing and installing Public Information Display Signs at station platforms, to provide riders and the public with the most up-to-date information available. In June 2024, SMART launched a second shuttle at the Larkspur Station. Additionally, SMART is monitoring ridership and the overall system to remain agile in a changing environment.

Pathway

In the Fiscal Year 2024 Budget, several high-level strategies were pursued with respect to Pathway Projects. The plan was to construct the funded segments of the pathway, which is in progress. SMART currently has segments of pathway under construction in the Sonoma County Pathway Project, as part of the Petaluma North Project, which will be completed in Fiscal Year 2025. These segments are:

- 2.9 miles between Southpoint Boulevard in Petaluma to Main Street in Penngrove, from mile post 40.4 to mile post 43.3
- 2.7 miles between Golf Course Drive in Rohnert Park to Bellevue Avenue in Santa Rosa, from mile post 48.5 to mile post 51.2

Additionally, SMART is constructing 2.7 miles of pathway between the Airport Station and Windsor Station as part of the Windsor Project, to be completed in Fiscal Year 2025. A segment of pathway in San Rafael is under construction to add 0.9 miles of pathway between McInnis Parkway and Smith Ranch Road, from mile post 20.1 to 21.

SMART designed and permitted additional pathway segments in Marin and Sonoma Counties, but that work will continue into Fiscal Year 2025. Updated pathway maps are included on the SMART website (and on page B-42 of this document), and these maps illustrate the segments of pathway currently under construction. Additionally, the pathway wayfinding project was developed in Fiscal Year 2024, with plans for installation in Fiscal Year 2025.

Extensions

In Fiscal Year 2024, SMART broke ground on the Petaluma North Station and resumed construction on the Windsor Extension Project.

SMART is currently involved in the East/West Rail Highway 37 Corridor Project, with continued participation in corridor activities. Working with partners, SMART seeks to incorporate rail in the project. SMART's engineering team is working with Caltrans on the rail service plan analysis.

Freight

The freight division of SMART is actively involved in seeking out additional customers and ways to increase revenue but did not achieve its goal of increasing revenue by \$500,000 in Fiscal Year 2024. Freight did gain one new customer and is currently storing cars at its Schellville location. The expenditures for freight have reduced, though not reaching the goal that was set in the Fiscal Year 2024 budget. Leadership continues to work to secure funding for capital projects and to maintain the system's state of good repair.

Fiscal Year 2025 Strategies

SMART has established strategic objectives for the Fiscal Year 2025. In some cases, these strategies are related to projects that were started in previous fiscal years and will continue into future years. The goal is to make measurable progress on each and complete as many of these objectives as possible within the year.

Ridership - Strategies

- Finish construction and open Petaluma North Station
- Complete Windsor Extension and open Windsor Station
- Implement two additional weekday round trips (from 38 to 42 trips)
- Continue "Youth and Seniors Ride Free" program
- Public information sign design and implementation
- Additional shuttle service location(s)
- Work with transit providers to improve bus/ferry connections
- Undertake Quality of Life Study
- Continuation of enhanced marketing plan
- Continue monitoring the system/ridership and adjusting where necessary
- Ridership estimate: 904,200 (nearly 10% increase from FY24)

Pathway - Strategies

- Construct funded segments of the pathway
 - Santa Rosa to Windsor Pathway (2.7 miles, part of Windsor Extension)
 - Segments 2 and 3 of the Sonoma County Pathway (part of Petaluma North Project)
 - Segment 2: Southpoint Boulevard, Petaluma to Main Street, Penngrove mile post 40.4 to 43.3, 2.9 miles
 - Segment 3: Golf Course Drive, Rohnert Park to Bellevue Avenue, South Santa Rosa mile post 48.5 to 51.2
 - Complete McInnis to Smith Ranch Road
- Seek out grant funding to construct further segments of Pathway
 - Hanna Ranch Road to Vintage Way
 - Guerneville Road to Airport Boulevard
- Completion of design and permitting of pathways

- Implement wayfinding program

Extensions

- Open Petaluma North Station
- Complete Windsor Extension and open Windsor Station
- North Extension to Cloverdale
 - Design and build portions that are funded
 - Extension to Healdsburg partially funded - design and partial construction
- Continue effort to get extensions into Plan Bay Area
- East/ West Rail
 - Continue participation in Highway 37 corridor activities
 - Work with partners to incorporate rail into the project
 - Complete Caltrans rail service plan analysis
 - Continue to partner with Caltrans and FRA Corridor ID Program through SMART East-West project development and subsequent phases

Freight - Strategies

- Increase annual revenue
- Secure funding for capital/ State of Good Repair (SGR) improvement (\$10 million)
- Market freight and storage opportunities at SMART
- Leverage storage track at Schellville and Burdell
- Promote transload opportunities at Victory Station (Schellville)
- Acquire new business
- Examine freight tariffs and consider increasing fees
- Manage maintenance requirements
 - Bridges, tracks, crossings, equipment, etc.

Performance Measures - National Transit Database (NTD)

After data reporting was required by Congress in 1974, the FTA's National Transit Database (NTD) was set up to be the repository of data about the financial, operating and asset conditions of American transit systems. The NTD records the financial, operating, and asset condition of transit systems helping to keep track of the industry and provide public information and statistics. The NTD is designed to support local, state and regional planning efforts and help governments and other decision-makers make multi-year comparisons and perform trend analyses. It contains a wealth of information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

FTA uses NTD data to apportion funding to urbanized and rural areas in the United States. Transit agencies report data on a number of key metrics including Vehicle Revenue Miles (VRM), Vehicle Revenue Hours (VRH), Passenger Miles Traveled (PMT), Unlinked Passenger Trips (UPT), and Operating Expenses (OE).¹

SMART reports our information to NTD in October of each for the previous fiscal year after the completion of annual financial audit

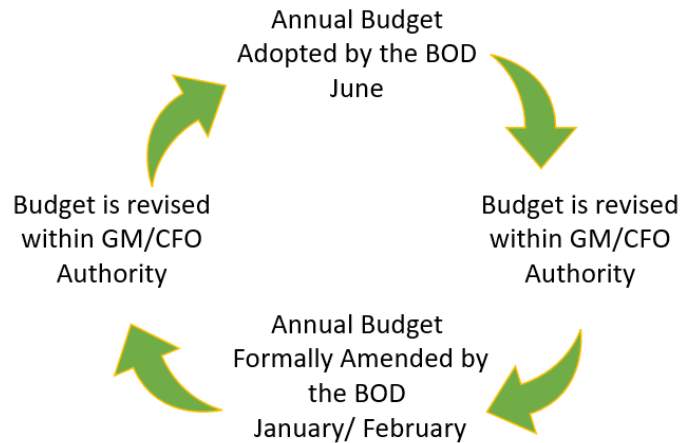
NTD Metrics	2019	2020	2021	2022	2023
Boardings	716,847	567,103	122,849	354,328	640,099
Vehicle Revenue Miles	923,002	821,415	398,291	679,245	974,479
Passenger Miles	18,371,183	13,516,234	3,148,345	7,855,912	13,922,153
Operating Expense	\$ 27,490,190	\$ 28,757,008	\$ 24,833,822	\$ 27,834,598	\$ 30,585,066
Operating Cost per Vehicle Revenue Mile	\$ 29.78	\$ 35.01	\$ 62.35	\$ 40.98	\$ 31.39
Operating Cost per Passenger Mile	\$ 1.50	\$ 2.13	\$ 7.89	\$ 3.54	\$ 2.20
Passenger Trips per Vehicle Revenue Mile	0.8	0.7	0.3	0.5	0.7
Investment Per Passenger Mile (IPPM) = (Cost - Fare/ Passenger Miles)	\$ 1.27	\$ 1.90	\$ 7.66	\$ 3.38	\$ 2.07
Fare Revenues	\$ 4,094,540	\$ 3,090,457	\$ 706,938	\$ 1,283,112	\$ 1,800,747
Farebox Recovery (Fare Revenues/Operating Expense)	15%	11%	3%	5%	6%
Average Fare (Fares/ Boardings)	\$ 5.71	\$ 5.45	\$ 5.75	\$ 3.62	\$ 2.81
Cost per Boarding (Operating Expense/ Boardings)	\$ 38.35	\$ 50.71	\$ 202.15	\$ 78.56	\$ 47.78
Subsidy per Boarding [(Cost - Fare)/ Boardings]	\$ 32.64	\$ 45.00	\$ 196.39	\$ 74.93	\$ 44.97

Note: Fiscal Years 2020, 2021, and 2022 were impacted by COVID and had reduced or curtailed service.

¹ <https://www.transit.dot.gov/ntd>

Budget Cycle

The Administrative Code of SMART, as adopted by the Board of Directors in July 2013, provides that the Board of Directors will adopt an annual budget no later than the District's June meeting for the ensuing fiscal year.



The budget outlines the expected revenues and expenditure amounts needed for salaries, benefits, services, supplies, capital and other necessary spending throughout the fiscal year. The budget limits the amount of total expenditures that can be incurred without further Board approval.

In the event that total expenditures need to be increased, a budget amendment can be presented to the Board of Directors for approval.

Mid-year, an amended budget will be presented to the Board of Directors for approval. The amended budget will include the most recent expectations for revenues and expenditures projected through fiscal year end.

Budget adjustments can be made and approved by the Chief Financial Officer as long as total expenditures in the Board-adopted budget are not exceeded.

At the end of each fiscal year, once the financial audit has been finalized, a comparison of the previous year's budget to actual expenditures will be generated and presented to the Board of Directors for information.

Basis of Budgeting

The District's financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of related cash flows. Sales taxes are recorded when earned and reported as non-operating revenue. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The District's budget is prepared on a modified accrual basis with the following exceptions:

- Inclusion of capital outlays and debt principal payments as expenditures
- Inclusion of asset sale proceeds and debt issuance proceeds
- Exclusion of gains and losses on disposition of property and equipment
- Exclusion of the non-cash portion of long-term unfunded pension accruals

Fund Structure

SMART reports its financial activity as an enterprise. We have two funds, the General Fund (01), with several sub funds for purposes of segregating expenditures, and the Freight Fund (60).

Fund	Description
01	General Fund
02	Bond Fund
03	Bond Reserve Fund
08	General Reserve Fund
15	Self-Insurance Fund
18	OPEB Pension Fund
20	Equipment Replacement Fund
30	Landing Way Replacement Fund
50	Capital Engineering Projects Fund
60	Freight

BUDGET OVERVIEW

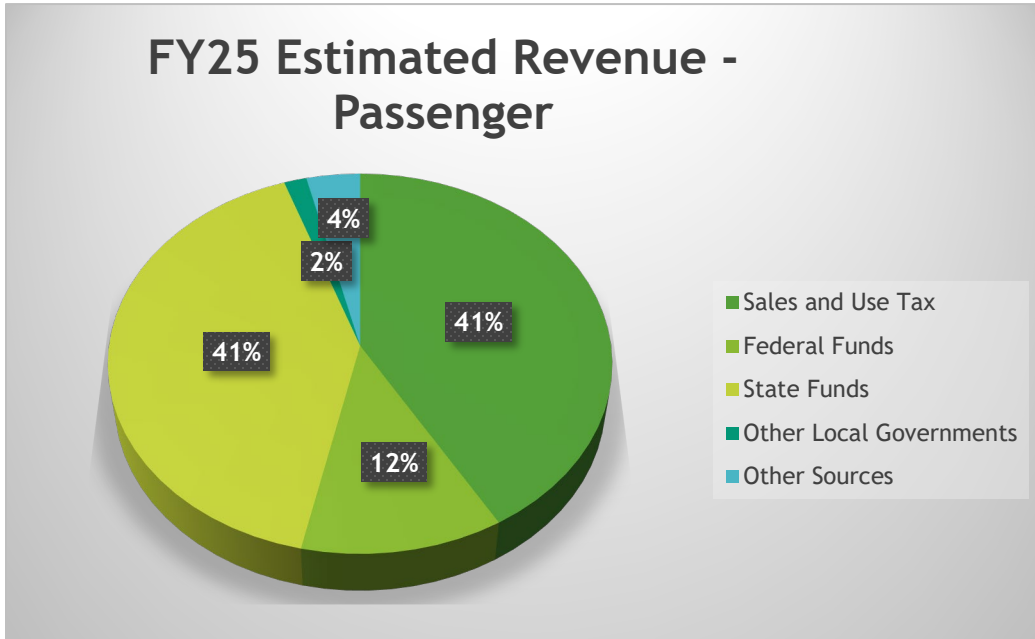
Passenger

The Fiscal Year 2025 revenue estimate for passenger rail and pathways totals \$121.3 million compared to \$114.8 million in Fiscal Year 2024. Of the \$121.3 million, \$40 million is anticipated for federal and state project specific capital grants for construction. Fiscal Year 2025 will be the first year we receive 5337 funds from the Federal Transit Administration for State of Good Repair projects estimated at \$6.35 million. These 5337 funds are in addition to the State and Federal grants which provide \$12.8 million support to the Fiscal Year 2025 operating budget.

Overall expenditures are expected to increase in Fiscal Year 2025 due to the large capital construction program and projects slated for completion. The capital engineering projects (pathways and extensions) are budgeted to come in \$20.7 million higher than in Fiscal Year 2024.

Revenues	FY24 Amended Budget	FY25	Difference
SMART S&U Tax	\$ 50,031,000	\$ 50,426,000	\$ 395,000
Federal Funds	\$ 5,749,081	\$ 14,224,841	\$ 8,475,760
State Funds	\$ 47,746,437	\$ 49,255,697	\$ 1,509,260
Other Sources	\$ 3,021,327	\$ 4,503,447	\$ 1,482,120
Regional Funds	\$ 8,221,921	\$ 2,884,632	\$ (5,337,289)
Total Revenues	\$ 114,769,766	\$ 121,294,617	\$ 6,524,851
Expenditures	FY24 Amended Budget	FY25	Difference
Debt Service	\$ 16,296,220	\$ 16,904,116	\$ 607,896
Salaries & Benefits	\$ 27,157,564	\$ 28,822,096	\$ 1,664,532
- Reduction for Salaries Charged to Projects	\$ (1,130,258)	\$ (1,655,611)	\$ (525,353)
- Reduction for Admin Salaries and Services to Freight	\$ -	\$ (32,895)	\$ (32,895)
Services & Supplies	\$ 20,381,904	\$ 19,671,720	\$ (710,184)
Contribution to OPEB/CalPERS Liability Fund	\$ 500,000	\$ 1,000,000	\$ 500,000
Vehicle/Equipment Capital Reserve	\$ 1,000,000	\$ 2,000,000	\$ 1,000,000
Operating Reserve	\$ 1,278,617	\$ 450,346	\$ (828,271)
Projects			\$ -
Information Systems	\$ 501,422	\$ 813,910	\$ 312,488
Planning	\$ 1,068,684	\$ 895,403	\$ (173,281)
Environmental Mitigation	\$ 263,398	\$ 1,338,666	\$ 1,075,268
Train Control	\$ -	\$ 2,500,000	\$ 2,500,000
Equipment	\$ 69,500	\$ 1,200,000	\$ 1,130,500
Non-Revenue Vehicles	\$ 1,037,906	\$ 921,654	\$ (116,252)
Shuttle	\$ -	\$ 100,000	\$ 100,000
Maintenance of Way, Track, Facilities	\$ 291,333	\$ 475,827	\$ 184,494
Vehicle Maintenance (DMUs)	\$ 2,037,000	\$ 1,331,218	\$ (705,782)
Pathways	\$ 16,375,801	\$ 27,363,418	\$ 10,987,617
Extensions	\$ 37,095,913	\$ 37,955,872	\$ 859,959
Other Construction	\$ -	\$ 1,108,632	\$ 1,108,632
Miscellaneous	\$ -	\$ 1,715,357	\$ 1,715,357
Total	\$ 124,225,004	\$ 144,879,729	\$ 20,654,725

Revenues



Ticket Vending Machine (TVM)

Fiscal Year 2025 Estimated Revenues

Revenues	FY 25
SMART S&U Tax	
Measure Q	\$ 50,426,000
Total Sales and Use Tax	\$ 50,426,000
Federal Funds	
5307 - Urbanized Area Formula Funds (Preventative Mtce)	\$ 3,770,292
5337 - Federal State of Good Repair Funds	\$ 6,350,000
Discretionary Earmark	\$ 1,800,000
FTA Quick Strike Funds (CMAQ)	\$ 789,308
FRA CRISI - Santa Rosa to Windsor	\$ 1,499,298
Suicide Prevention Grant	\$ 15,943
Total Federal Funds	\$ 14,224,841
State Funds	
AHSC - Petaluma North Station (Petaluma/ Danco)	\$ 2,549,485
AHSC - Windsor (Kashia Tribe/ Windsor/ Burbank Housing)	\$ 750,000
AHSC - Windsor (City of Santa Rosa/ Mid-Pen)	\$ 2,263,161
ATP - Sonoma County Pathway	\$ 8,104,983
Clean California Transit Grant	\$ 881,316
ITIP - Windsor Systems	\$ 3,230,381
LCTOP - Low Carbon Transit Operating	\$ 543,086
LCTOP - Population Marin Allocation	\$ 23,270
LPP - Local Partnership Program Funds	\$ 789,308
Caltrans Sustainability Communities Competative Planning Grant	\$ 400,000
SCC - Windsor	\$ 13,341,386
STA - State of Good Repair (SGR)	\$ 340,634
STA - State Transit Assistance (Revenue)	\$ 2,451,807
STA - State Transit Assistance (Population)	\$ 1,162,223
SB1 - SRA - State Rail Assistance	\$ 3,700,000
State Funds - Shuttle Service	\$ 500,000
TIRCP - Petaluma North	\$ 6,774,657
TIRCP - Windsor to Healdsburg	\$ 1,450,000
Total State Funds	\$ 49,255,697
Other Local Governments	
City of Windsor - Utility Crossing Work	\$ 307,100
City of Santa Rosa	\$ 13,987
Town of Windsor	\$ 500,000
City of Petaluma	\$ 787,545
SCTA- RM3	\$ 1,276,000
Total Local Governments	\$ 2,884,632
Other Sources	
Fare Revenues	\$ 2,215,290
Parking	\$ 11,400
Shuttle Revenues	\$ 1,200
Interest Earning	\$ 1,500,000
Advertising	\$ 132,100
Rent - Real Estate	\$ 479,636
Misc.	\$ 54,257
Charges for Services	\$ 109,564
Total Other Sources	\$ 4,503,447
Total Revenues	\$ 121,294,617

Sales Tax

On November 4, 2008, more than two-thirds of the voters in Sonoma and Marin counties approved Measure Q implementing the 2008 Measure Q Sales Tax. The 2008 Measure Q Sales Tax is a sales and use tax of one quarter of one percent (1/4%) imposed for a period of 20 years beginning April 1, 2009, on the gross receipts from all tangible personal property sold at retail businesses in the counties and a use tax at the same rate on the storage, use, or other consumption in the counties of such property purchased from any retailer, subject to certain exceptions. While we saw a decrease of revenues in Fiscal Year 2020, subsequent growth was in the double digits for Fiscal Year 2021 and 2022. While Fiscal Year 2023 finished out a little over a percentage point above Fiscal Year 2022, in Fiscal Year 2024 growth slowed even further. Based on current projections, Fiscal Year 2025 appears to be flat.

SMART HISTORICAL SALES TAX COLLECTIONS

	Sales Tax	Growth Rate	
2009	\$ 4,976,687		
2010	\$ 24,059,929	383.45%	Actual
2011	\$ 26,826,843	11.50%	Actual
2012	\$ 28,303,501	5.50%	Actual
2013	\$ 30,435,753	7.53%	Actual
2014	\$ 32,473,329	6.69%	Actual
2015	\$ 33,845,426	4.23%	Actual
2016	\$ 34,776,012	2.75%	Actual
2017	\$ 36,061,895	3.70%	Actual
2018	\$ 37,135,476	2.98%	Actual
2019	\$ 41,241,140	11.06%	Actual
2020	\$ 38,978,630	-5.49%	Actual
2021	\$ 44,002,410	12.89%	Actual
2022	\$ 49,074,830	11.53%	Actual
2023	\$ 49,649,375	1.17%	Actual
2024	\$ 50,031,000	0.77%	Estimated
2025	\$ 50,426,000	0.79%	Estimated
	\$ 612,298,236		

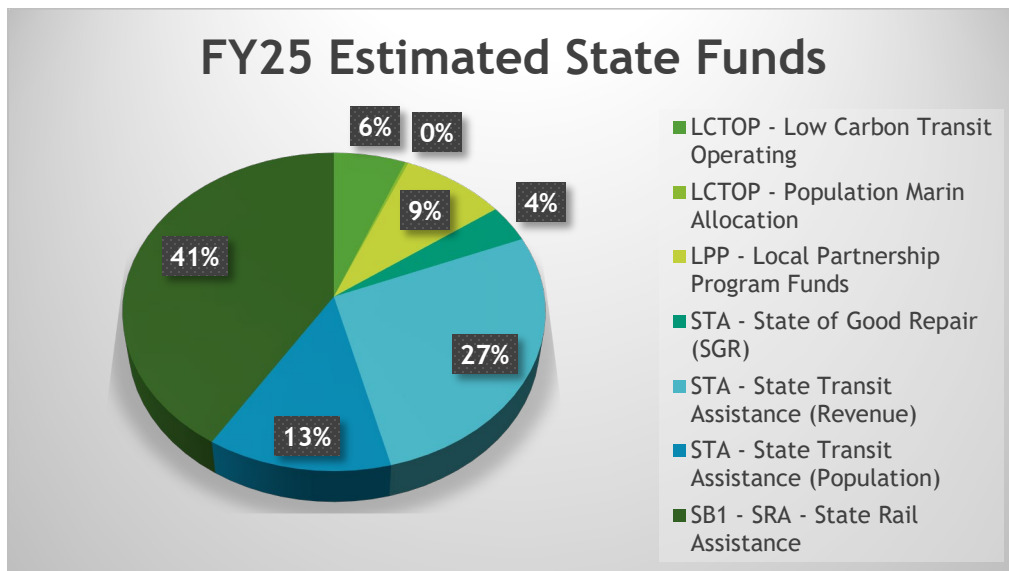
State Revenues

SMART receives formula allocation from four (4) state revenue programs itemized below. SMART may receive other state grants but those are allocated on an application basis, are project specific, and are typically one-time allocations.

- **State Transit Assistance:** A portion of the revenues derived from the sales tax on diesel fuel purchases and registration fees is appropriated by the State Legislature to the State Transit Assistance Program (“STA”) for public transportation purposes. These STA revenues are allocated to public transit agencies throughout the State based on population and operating revenues by

formula. This fund source increased through 2017 Senate Bill 1, the Road Repair and Accountability Act. SB1 created an additional STA program, the STA State of Good Repair (SGR) Program to provide annual funding to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects.

- **State Rail Assistance:** Another new funding source created by SB 1 is the State Rail Assistance (SRA) program. SRA directs a 0.5% portion of new diesel sales tax revenue for allocation: half to the five (including, Altamont Corridor Express Authority (ACE), North County Transit Development Board (Coaster), Peninsula Corridor Joint Powers Board (Caltrain), Sonoma-Marín Area Rail Transit District (SMART), Southern California Regional Rail Authority (Metrolink)) commuter rail providers and half to intercity rail corridors.
- **State Local Partnership Program:** SB 1 created the Local Partnership Program Formula fund source. This program continuously appropriates funding annually from the Road Maintenance and Rehabilitation Account to local and regional transportation agencies that have sought and received voter approval of taxes or that have imposed fees, which taxes or fees are dedicated solely for transportation improvements. The funds are managed by the California Transportation Commission, which also manages a Competitive portion of the Local Partnership Program.
- **Low Carbon Transit Operations Program (LCTOP):** LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Funds for this program come from State Cap and Trade auctions. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

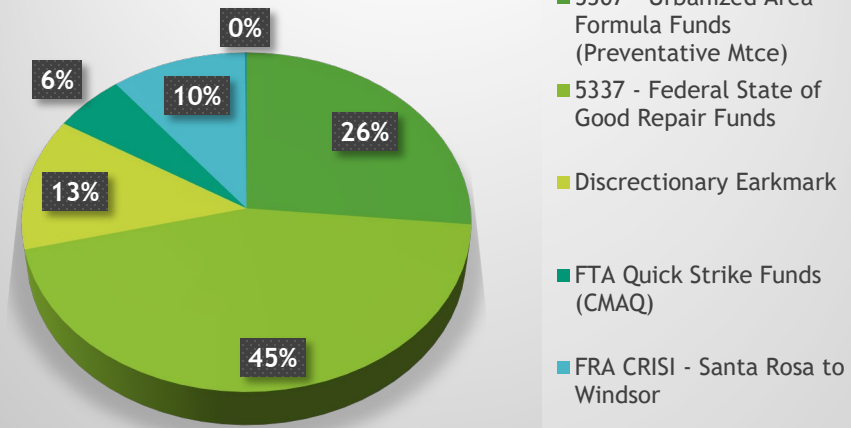


Federal Revenues

SMART is a direct recipient of Federal Transit Administration (FTA) and Federal Rail Administration (FRA) Funds.

- 5337 Funds: FTA Formula funds providing capital assistance for maintenance, replacement, and rehabilitation projects of fixed guideway systems to help transit agencies maintain assets in a state of good repair in urbanized areas. Fiscal Year 2025 is the first year that SMART is eligible for this funds source, and we have budgeted the amount based on information provided by the FTA, though we have not received updated information about when the funds will be available or their exact amount.
- 5307 Funds: FTA Urbanized Area Formula Funds that can be used for capital projects, operating assistance, job access, reverse commute projects, and transportation related planning. SMART became eligible for these funds in Fiscal Year 2020.
- FTA/Quick-Strike Funds: The Safe and Seamless Mobility Quick-Strike program is a one-time, competitive grant program established by the Metropolitan Transportation Commission. Federal funding was made available to support local and regional projects that could be implemented quickly to benefit communities responding and adapting to the COVID-19 environment. The program emphasizes bicycle/pedestrian safety and mobility, connections to transit, and projects that advance equitable mobility. SMART was awarded these funds and transferred them to the FTA for execution into a grant.
- Community Project Funds (Discretionary Earmark): The Consolidated Appropriations Act, 2023 appropriated \$360.46 million in Community Project Funding (CPF), also known as Congressionally Directed Spending (CDS). The SMART Rail Extension to Healdsburg - Preliminary Design was nominated by U.S. Congressman Jared Huffman.
- FRA CRISI Funds: Consolidated Rail Infrastructure and Safety Improvements Program, which provides funding for projects that improve safety, efficiency, and reliability of intercity passenger and freight rail. These grant funds are specifically to fund the Windsor Systems project to implement positive train control (PTC) on the extension.

FY25 Estimated Federal Funds



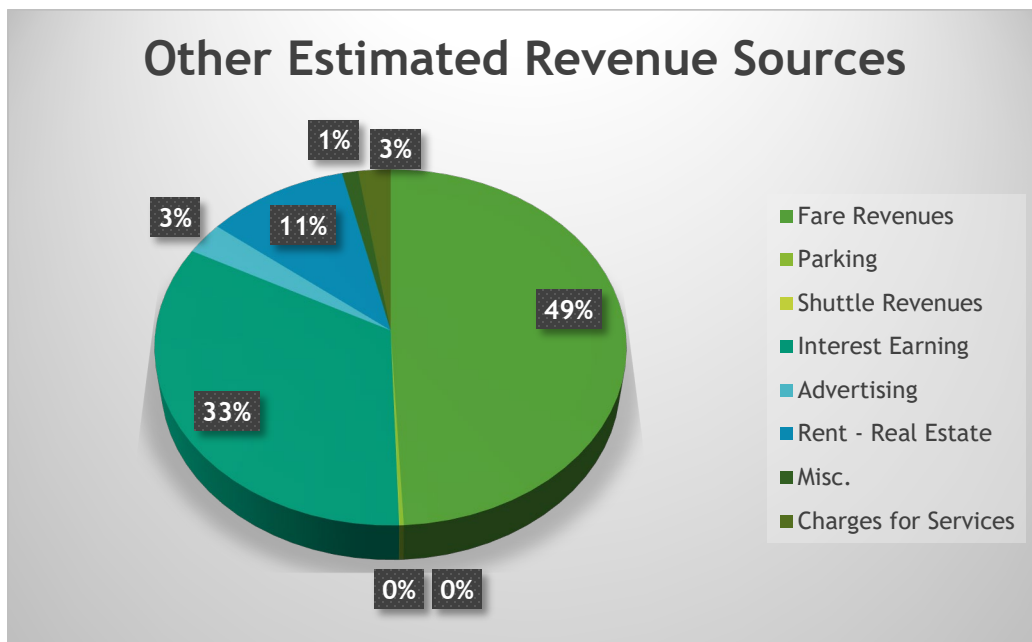
State Funds - Project Specific

- Windsor Extension
 - AHSC - Affordable Housing & Sustainable Communities
 - Two grants for a total in FY25 of \$2,788,161
 - SCC - Solutions for Congested Corridors
 - \$13,341,386 budgeted in FY25
 - ITIP - Interregional Transportation Improvement Program
 - \$3,230,381 budgeted in FY25
- Windsor to Healdsburg
 - TIRCP - Transit and Intercity Rail Capital Program
 - \$1,450,000 budgeted in FY25
- Petaluma North Station
 - TIRCP - Transit & Intercity Rail Capital Program
 - \$6,774,657 budgeted in FY25
 - AHSC - Affordable Housing Sustainable Communities Program
 - \$895,000 budgeted in FY25
- McDowell Crossing
 - AHSC - Affordable Housing Sustainable Communities Program
 - \$1,654,485 budgeted in FY25
- Sonoma County Pathway
 - ATP - Active Transportation Program
 - \$8,104,983 budgeted in FY25
- Joe Rodota to Third Street Pathway Construction
 - AHSC - Affordable Housing Sustainable Communities Program
 - \$225,000 budgeted in FY25
- Quality of Life & Economic Impact Assessment
 - RMRA - Road Repair and Accountability Act funded Caltrans Sustainable Transportation Planning Grant
 - \$400,000 budgeted in FY25
- Shuttle Service
 - Funded by State of California General Fund Budget Act of 2023
 - \$500,000 budgeted to FY25
- Real Time Signage at Stations
 - Clean California Transit Grant - \$300,000 budgeted in FY25
- Pathway Wayfinding Fabrication and Implementation
 - Clean California Transit Grant - \$581,316 budgeted in FY25

Local Governments - Project Specific

- Joe Rodota to 3rd Street Traffic Signal Design
 - City of Santa Rosa
 - \$13,987 budgeted in FY25
- Windsor Pedestrian Undercrossing
 - Town of Windsor
 - \$500,000 budgeted in FY25
- Region Measure 3 (RM3) funding through Sonoma County Transportation Authority
 - \$1,276,000 rolling to FY25
- Windsor Utility Crossings
 - Town of Windsor
 - \$307,100 rolling to FY25
- McDowell Paving Project
 - City of Petaluma
 - \$787,545 rolling to FY25

Other SMART Revenues



- Farebox Revenues: SMART passengers pay for their rides using the fare structure approved by the SMART Board in 2015 and 2016. SMART participates in the regional Clipper fare system that allows riders to transfer seamlessly among Bay

Area operators using one fare media card. SMART also has its own mobile ticket app that provides easy purchasing of multiple or discounted tickets without purchasing a Clipper card. The fares are based on the distance travelled by a rider, like other commuter rail services. In May of 2021, fares were lowered by approximately 40%. SMART also provides several discounts to SMART riders.

- In May 2021, a new “Weekend Day Pass” was implemented. The Weekend Day Pass is \$10.00 for adults and \$5.00 for seniors, youth, passengers with disabilities and START customers. The Weekend Day Pass offers unlimited rides for the entire day.
- In September 2021, the 31-day pass was lowered to \$135.00 for adults and \$67.50 for youth, seniors, and passengers with disabilities. In July 2023, the 31-day pass was lowered again and was priced based on a 3-day work week and an average of 3-zones travelled. This reduced the price to \$117.00 for adults and \$58.50 for seniors, youth, and passengers with disabilities.
- In April 2024, the Youth and Seniors Ride Free Program was implemented, and is planned to continue through June 2025.
- Advertising Revenues: Revenues from advertising space sold onboard trains and station platform shelter panels.
- Charges for Services: Includes flagging services.
- Interest Earnings: Interest earnings are budgeted to increase in Fiscal Year 2025 due to the current interest rates.
- Lease Revenues: Revenues generated by real estate holdings
- Miscellaneous Revenues: Vary each year, but are assumed to be like Fiscal Year 2024
- Parking Revenue: Parking fees are suspended during the hours of 4:00 am and 11:59 pm. Effective July 1, 2023, those wishing to park overnight pay a fee of \$5.00 between the hours of 12:00 am and 3:59 am.
- Shuttle Revenue: Fiscal Year 2024 marked the first full year of shuttle service, budgeting for Fiscal Year 2025 based on that information

RIDERSHIP

Expenditures by Objectives - Ridership

- Finish construction and open Petaluma North Station
- Complete Windsor Extension and open Windsor Station
- Implement two additional round trips
- Continue “Youth and Seniors Ride Free” program
- Public information sign design and implementation
- Additional shuttle service location(s)
- Work with transit providers to improve bus/ferry connections
- Undertake Quality of Life Study
- Continuation of enhanced marketing plan
- Continue monitoring the system/ridership and adjusting where necessary
- Ridership estimate: 904,200 (nearly 10% increase from FY24)

Ridership	FY25
First/ Last Mile Connections - Microtransit at Airport Station, Implement other location(s)	\$ 1,000,000
Continue Enhanced Marketing Plan	\$ 200,000
Quality of Life & Economic Impact Assessment	\$ 436,403
Public Information Display Signs at Platforms	\$ 450,000
Website Redesign	\$ 500,000
Automated Station Announcements	\$ 34,000
Direct Operations	\$ 20,054,643
- Additional Weekday Service	
- Additional Event Service Based on Demand	
- Additional Operations Cost to extend to Windsor	
Administration	\$ 18,528,887
Operations	\$ 11,161,054
Total	\$ 52,364,988

PATHWAYS

Expenditures by Objectives - Pathways

- Construct funded segments of the pathway
 - Santa Rosa to Windsor Pathway (part of Windsor Extension)
 - Segments 2 and 3 of the Sonoma County Pathway (part of Petaluma North Project)
 - Complete McInnis to Smith Ranch Road
- Seek out grant funding to construct further segments of pathway
 - Hanna Ranch Rd to Vintage Way
 - Guerneville Rd to Airport Blvd
- Complete design and permitting of pathways
- Implement wayfinding program

Pathways	FY25
Construct Funded Segments of the Pathway	
- McInnis to Smith Ranch Pathway	\$ 1,945,233
- Sonoma County Pathways	\$ 17,556,937
- Joe Rodota to Third Street	\$ 465,986
- Hanna Ranch to Vintage Way Pathway	\$ 200,000
- Guerneville Road to Airport Blvd. Pathway	\$ 200,000
Design and Permit Pathways	
- Marin- Sonoma Pathways	\$ 1,304,423
- Marin Pathways	\$ 4,038,421
- Puerto Suello to San Pedro Road	\$ 708,227
Wayfinding Program	\$ 828,990
Pathway Specific Maintenance	\$ 145,700
Administration	\$ 1,638,363
Operations	\$ 1,243,341
Total Pathways	\$ 30,275,621

EXTENSIONS

Expenditures by Objectives - Extensions

- Open Petaluma North Station
- Complete Windsor Extension and open Windsor Station
- North Extension to Cloverdale
 - Design and build portions that are funded
 - Extension to Healdsburg partially funded - design and partial construction
- Continue effort to get Extensions into Plan Bay Area
- East/ West Rail
 - Continue participation in Highway 37 corridor activities
 - Work with partners to incorporate rail into the project
 - Complete Caltrans rail service plan analysis
 - Partner with Caltrans and FRA Corridor ID Program through SMART East-West project development and subsequent phases

Extensions	FY25
Santa Rosa to Windsor	\$ 23,715,963
Windsor Pedestrian Undercrossing	\$ 1,776,000
Windsor to Healdsburg	\$ 3,250,000
Petaluma North Station	\$ 7,549,424
McDowell Crossing	\$ 1,664,485
Total	\$ 37,955,872

FREIGHT

Expenditures by Objectives - Freight

- Increase annual revenue
- Secure funding for capital/ SGR improvement (\$10 million)
- Market freight and storage opportunities at SMART
- Leverage storage track at Schellville and Burdell
- Promote transload opportunities at Victory Station (Schellville)
- Acquire new business
- Examine freight tariffs and consider increasing fees
- Manage maintenance requirements
 - Bridges, tracks, crossings, equipment, etc.

Freight	FY25
Operations	\$ 767,290
Capital	\$ 167,920
Salary and Benefits	\$ 870,099
Total Freight	\$ 1,805,309

Expenditures

Passenger Rail Operations

Passenger Rail Operations has three (3) major divisions that work together to move people in a safe, reliable, and affordable way.

The Transportation Division is responsible for operating the trains, checking fares, assisting passengers, ensuring onboard passenger safety, and guaranteeing compliance with FRA regulations related to train operations and passenger service. In addition, the Operations Control Center monitors the status of the entire system, dispatches passenger and freight trains, and is the emergency point of contact for outside first responder agencies.

The Vehicle Maintenance Division is responsible for preventative maintenance work, inspections, cleaning, and repairs of the Diesel Multiple Units (DMUs), along with interior inspections and cleaning.

The Maintenance of Way Division is responsible for track and right of way inspection and maintenance, train control and grade crossing warning device maintenance and regulatory required inspections, and maintenance of all SMART owned facilities (pathway, stations, moveable bridge electronics and mechanics, buildings, and right of way fencing.)

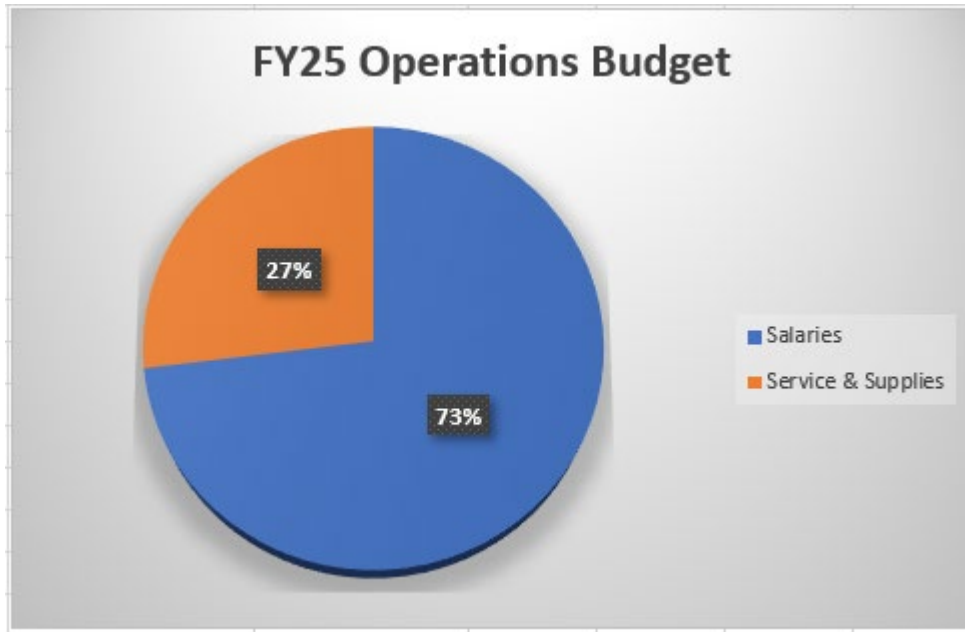
In addition to Transportation, Vehicle Maintenance and Maintenance of Way two additional functions are under the operations budget.

Public Safety

The Public Safety Department coordinates with Federal, State, and local jurisdictions to provide incident response, facility safety, and keep the public and our customers safe.

Train Control Systems

The Train Control Systems is responsible for monitoring and managing SMART's train control systems. The train control systems perform such functions as: safely route trains, safely separate trains, track and report the location of trains, detect and report broken rail, detect and report misaligned switches, detect and report misaligned bridges, and detect and report faults. In addition, other integral parts of the train control systems include positive train control (PTC), traffic signal interconnection, and grade crossing warning systems.



The Operations Department has 121 full-time equivalent (FTE) employees, including one limited time position, with an estimated budget for salaries and benefits of \$19,733,665. Salaries and Benefits make up 73% of the total Operations budget, see above.

Operations	FY25
Operations General	\$ 1,147,654
Maintenance of Way	\$ 4,558,980
Transportation	\$ 8,963,208
Vehicle Maintenance	\$ 4,040,950
Safety	\$ 1,022,872
Total	\$ 19,733,665

This budget funds one (1) new Lead Facility Maintenance Engineer, one (1) new Superintendent of Maintenance of Way, two (2) new Operations Communications Specialist positions, and one (1) limited-term Code Compliance Officer. It also converts one (1) Inventory and Parts Clerk position to one (1) newly created Materials Sourcing Specialist position.

Operations Salaries and Benefits are increasing by \$1,001,428 or 5.2%. This is a result of the four (4) new positions and one (1) limited-term position, implementation of raises in accordance with the collective bargaining agreements, and an estimated increase of 10% in benefits.

SMART has been operating 38 weekday trips since October 2022. In Fiscal Year 2023 added evening service on Friday and Saturdays, consisting of two additional trips on Friday and Saturday and allowed for additional service for special events as warranted. This budget anticipates adding 2 roundtrip weekday trips in Fiscal Year 2025, for a total of 42 weekday trips. The Windsor Extension is planned to open in this fiscal year, and this budget accounts for those additional operations costs for the increased distance and maintenance requirements. This budget features a new account for consumables, which consolidates items previously lumped into miscellaneous expenses and small tools. The increase in Contracted Services is generated by the need to procure a new service to test the Auxiliary Power Supply (APS) units on the trains. Overall, this results in a 5.3% increase from Fiscal Year 2024.



Account	Account Description	FY 24 Amended Budget	FY 25 Requested Budget
51061	Maintenance of Equipment	\$ 474,904	\$ 480,404
51063	Maintenance of Signals	\$ 137,675	\$ 167,500
51064	Maintenance of Revenue Vehicles	\$ 347,000	\$ 411,000
51071	Maintenance of Facilities	\$ 275,375	\$ 263,345
51074	Maintenance of Railway	\$ 455,158	\$ 186,600
51075	Maintenance of Pathway	\$ 19,500	\$ 30,500
51225	Training & Travel Expense	\$ 58,500	\$ 66,660
51252	Fare Collection Fees	\$ -	\$ -
51401	Rental/ Leases - Equipment	\$ 50,160	\$ 57,960
51605	Mileage Reimbursement & Auto Tolls	\$ 1,000	\$ 1,000
51802	Contract Services - Administrative	\$ 604,850	\$ 1,141,602
51804	Contract Services - Transportation	\$ 1,092,500	\$ 872,337
51902	Communications	\$ 50,260	\$ 50,996
52021	Uniform Expense	\$ 84,000	\$ 92,400
52061	Fuel and Lubricants	\$ 2,018,363	\$ 1,993,363
52091	Memberships	\$ 2,500	\$ 1,100
52101	Miscellaneous Expense	\$ 53,000	\$ 10,000
52111	Office Expense	\$ 60,000	\$ 54,000
52117	Postage	\$ 14,000	\$ 55,000
52135	Consumables	\$ -	\$ 73,000
52141	Small Tools and Equipment	\$ 124,500	\$ 111,500
52142	Computer Hardware	\$ 7,000	\$ -
52143	Software	\$ 32,200	\$ 77,823
52162	Public Relations Expense	\$ -	\$ 75,000
52161	Marketing and Promotional Items	\$ 48,902	\$ 48,902
52191	Utilities	\$ 890,120	\$ 955,980
	Grand Total	\$ 6,901,466	\$ 7,277,972

Administration

The Administration budget funds the day-to-day business functions of the organization such as finance, human resources, planning, legal, real estate, information technology, and government/ legislative relations.

Communications and Marketing Department

The Communications Department consists of three different areas of focus: Media and Public Relations, Marketing, and Customer Service.

Media and Public Relations is responsible for keeping SMART's external audiences informed and engaged about the agency's services, programs, and projects. Some examples are:

- Digital and Social Media Platforms

- Websites
- Media relations
- Community presentation, construction outreach, and events
- Rail Safety Education

Marketing is responsible for outreach and marketing. Some examples are:

- Digital, Print, On-Board Train, and Platform Advertising
- Marketing Collateral

Customer Service is responsible for responding to customer inquiries through phone calls and emails received.

Finance and Procurement Department

The Finance Department includes the following functions:

- Accounting
- Budget
- Finance
- Grants Budgeting and Reporting
- Payroll
- Procurement
- Treasury

Human Resource Department

Human Resources is responsible for personnel issues, recruitment and selection of employees, employee compensation, labor negotiations, and performance management.

Information Systems (IS) Department

The IS Department develops, operates, and maintains SMART's information and telecommunications systems.

- Maintains the cybersecurity of all SMART IT systems
- Administrative Information Systems for 4 offices including email, servers, and printers
- Railroad Information Systems such as CCTV, radio, platform equipment, and fare collection devices

- 1,300 devices consisting of computers, cell phones, vehicle locators, printers, radios, cameras, and network devices

Legal Department

The Legal department is responsible for the following:

- Transactional Matters
- Litigation
- Risk Management

Planning Department

Planning is responsible for the following functions:

- Rail and multiuse pathway planning and service delivery studies
- Ridership and service planning analyses and recommendations
- Capital planning studies
- Local and regional agency planning coordination
- First-last mile solutions planning

Real Estate

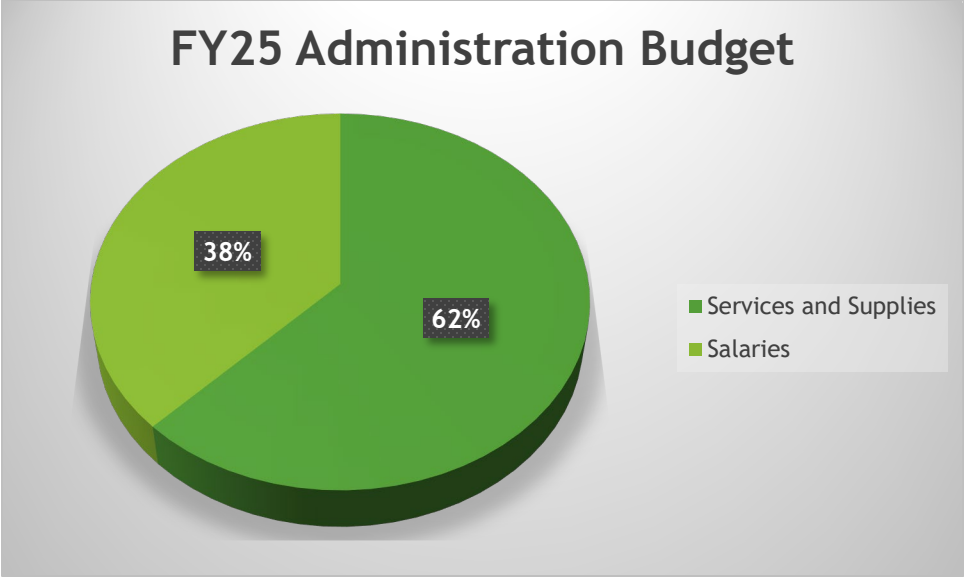
The Real Estate Department is responsible for managing SMART's Right-of-Way and processing all third-party requests for access to the Right-of-Way. It also handles property sales and acquisitions and supports all departments with title research and boundary information.

Engineering

Engineering is responsible for planning and managing the expansion of the rail and pathway systems, managing SMART's existing infrastructure, supporting grant applications, and coordinating with local jurisdictions. Most of the staff time in engineering is charged to projects, but time associated with leave, training, and non-project related activities are included in the chart below.

SMART's District Administration has 46 full-time equivalent (FTE) employees, two (2) limited-term employees, and interns with an estimated budget for salaries and benefits of \$7,560,469. There are two new positions - Grants & Budget Analyst and an Administrative Assistant for Real Estate, as well as a limited term position and intern in Marketing and Communications have been added in Fiscal Year 2025 to accommodate the additional workload. A three percent (3%) cost of living increase has been included for all non-bargaining unit employees. These additions lead to a 9.1% increase over Fiscal Year 2024.

Administration	FY25
General Administration	\$ 3,255,482
Information Systems	\$ 485,659
Human Resources	\$ 504,038
Legal	\$ 1,035,728
Marketing and Communications	\$ 629,385
Board Office	\$ 179,136
Real Estate	\$ 564,674
Planning	\$ 524,377
Engineering (Non-Project Specific)	\$ 381,990
Total	\$ 7,560,469



The Administrative Budget has increased by \$1.1 million (9%) over Fiscal Year 2024. Much of this increase is related to the following:

- Transferring the cost of fare collection from operations to administration.
- Contracted Services increasing with necessary implementations in software for Finance and IT, as well as the cost to engage a recruiting firm to help with hard-to-fill positions.
- Legal expenses decreased in this fiscal year, due to fewer active cases.
- A significant increase in insurance costs, even after large increases in previous fiscal years. We have not received our final insurance quotes but are anticipating an overall 20% increase.

Account	Account Description	FY 24 Amended Budget	FY 25 Requested Budget
51042	Insurance	\$ 2,606,570	\$ 3,184,605
51045	Provisions for Claims	\$ 500,000	\$ 500,000
51062	Maintenance of Radios	\$ 156,200	\$ 196,910
51206	Auditing/ Accounting Services	\$ 58,500	\$ 61,110
51207	Fiscal Accounting Services	\$ 10,609	\$ 6,300
51211	Legal	\$ 1,071,000	\$ 775,000
51214	Agency Extra Help	\$ 155,000	\$ 155,000
51225	Training & Travel Expense	\$ 328,535	\$ 325,000
51226	Contracted Services	\$ 217,000	\$ 225,000
51241	Printing Services	\$ 57,300	\$ 62,800
51242	Fiscal Agent Fees	\$ 5,000	\$ 5,000
51244	Permits/ Fees	\$ 30,500	\$ 20,300
51252	Fare Collection Fees	\$ 216,000	\$ 306,500
51301	Public/ Legal Notices	\$ 54,800	\$ 64,000
51401	Rental/ Leases - Equipment	\$ 61,218	\$ 56,000
51421	Rental/ Leases - Buildings	\$ 460,867	\$ 460,867
51605	Mileage Reimbursement & Auto Tolls	\$ 40,560	\$ 54,600
51802	Contract Services - Administrative	\$ 2,186,707	\$ 2,586,697
51803	Contract Services - Personnel	\$ 229,375	\$ 270,500
51902	Communications	\$ 369,350	\$ 354,500
51918	Claims Processing Payroll	\$ 42,200	\$ 50,000
52021	Uniform Expense	\$ 5,000	\$ 5,600
52091	Memberships	\$ 35,895	\$ 62,290
52101	Miscellaneous Expense	\$ 1,000,000	\$ 1,000,000
52111	Office Expense	\$ 49,600	\$ 53,600
52115	Books/ Periodicals	\$ 3,500	\$ 3,500
52117	Postage	\$ 5,000	\$ 5,000
52141	Small Tools and Equipment	\$ 1,000	\$ 1,000
52142	Computer Hardware	\$ 163,500	\$ 182,500
52143	Computer Software	\$ 758,200	\$ 1,067,570
52161	Marketing/ Promotional Items	\$ 30,000	\$ 30,000
52162	Public Relations Expense	\$ 363,800	\$ 262,000
	Grand Total	\$ 11,272,786	\$ 12,393,748

Environmental Projects

As part of SMART’s expansions and pathway projects, riparian mitigation projects are often required by the environmental permits to compensate for temporary and permanent construction impacts. These projects entail restoring creeks and rivers by planting native trees and scrubs, removing invasive plant species, and removing trash. There are performance and monitoring criteria for each project for periods of 5 to 10 years to confirm success of the mitigation efforts.

Department	Project	Total FY25 Amount
Environmental/Mitigation		
	San Rafael Creek Riparian Construction & Monitoring (Larkspur Mitigation)	\$ 31,641
	Las Gallinas Riparian Enhancement & Monitoring	\$ 19,225
	Mira Monte Resortation	\$ 9,000
	Petaluma Riparian Construction & Monitoring (SoCo NMP Seg 1 & 2)	\$ 43,287
	Crane Creek Riparian Monitoring (SoCo NMP Seg 3 and Guerneville NMP)	\$ 618,798
	Helen Putnam Riparian Monitoring (McInnis NMP)	\$ 601,398
	Windsor Riparian Mitigation Monitoring	\$ 15,318
Total		\$ 1,338,666



Riparian Mitigation in Petaluma for Pathway Projects

State of Good Repair and Capital Projects

49 CFR 625.5 defines State of Good Repair (SGR) as the condition in which a capital asset can operate at a full level of performance. Per FTA, “having well maintained, reliable transit infrastructure - track, signal systems, bridges, tunnels, vehicles and stations - will help ensure safe, dependable and accessible services.”

SMART has broken our costs into State of Good Repair and Capital Projects. State of Good Repair expenditures are those costs that keep our assets in a condition where the asset can operate at a full level of performance. This requires regular repairs and replacement of those assets.

Department	Project	Total FY25 Amount
Engineering		
Expansion		
	Santa Rosa Airport Station to Windsor Station	\$ 23,715,963
	Windsor Station to Healdsburg Station	\$ 3,250,000
	Windsor Pedestrian Undercrossing	\$ 1,776,000
	Petaluma North Station	\$ 7,549,424
	N. McDowell Boulevard Crossing Reconstruction	\$ 1,664,485
Total		\$ 37,955,872
Miscellaneous		
	Joe Rodota Trail to 3rd St Traffic Signal Design (City of Santa Rosa)	\$ 13,987
	Town of Windsor Utility Crossings (CNPA)	\$ 307,100
	N. McDowell Blvd Paving Project (City of Petaluma - CNPA)	\$ 787,545
Total		\$ 1,108,632

Department	Project	Total FY25 Amount
Admin		
Information Systems	Petaluma Voicemail Server	\$ 6,000
	6 UPSs in Petaluma	\$ 33,000
	Petaluma Print Server	\$ 5,000
	Access Control Server	\$ 14,000
	PET Internet Routers (Primary & Secondary)	\$ 37,000
	PET Firewalls and Switches (Active and Standby)	\$ 37,000
	PET Internal Routers (Primary and Secondary)	\$ 37,000
	PET CCTV Network PoE Switches (2)	\$ 10,000
	PET VPN Concentrator	\$ 11,550
	PET Access Control / Security Camera Network Switch	\$ 6,000
	Roblar Cisco Switches - C&D, S&U, CCTV POE	\$ 15,750
	Roblar Avaya Phone System and switch	\$ 10,000
	OMF Server	\$ 6,000
	Bridge/Tunnel CCTV Servers and Video Appliance	\$ 81,060
	ROC Avaya Phone System and switch	\$ 10,500
	ROC VPN Concentrator	\$ 11,550
	ROC IPsec Router to Marin County AVL	\$ 26,000
	ROC IPsec Router to Sonoma County AVL	\$ 26,000
	ROC Fiber Switch CDC to MPOE; CDC to IDF (2 switches)	\$ 12,000
	ROC Point-of-Entry Routers (Primary & Secondary)	\$ 50,000
	ROC Point-of-Entry Switches (Primary & Secondary)	\$ 10,000
	2 Backup Servers - ROC and PET	\$ 14,000
	Station Network Platform Switches (48)	\$ -
	Radio System Upgrade	\$ 287,500
	Board Meeting AV Equipment (Cameras, Audio Mixer, Video Board)	\$ 23,000
	Automated Station Announcements	\$ 34,000
Total		\$ 813,910
Planning		
	Platform Real-Time Signage	\$ 450,000

Department	Project	Total FY25 Amount
Operations		
Non-Revenue Vehicles	F-350 Hi-Rail	\$ 144,565
	Ram Truck	\$ -
	Ram Truck	\$ 50,000
	F350 Extended Cab XL (Hi-Rail)	\$ 107,385
	F250 Crew Cab w/ Harbor Body	\$ 75,000
	F350 Extended Cab XL (Hi-Rail)	\$ 75,000
	Transit Connect Van	\$ 49,352
	F250 W/ Harbor Body (2 axle)	\$ 75,000
	F150 Crew Cab XL (2 axle)	\$ 49,352
	F150 Crew Cab XL (2 axle)	\$ 48,000
	F150 Crew Cab XL	\$ 48,000
	F450 (2 axle)	\$ -
	Ford Interceptor	\$ -
	Used Hyrail boom Truck	\$ 200,000
Total		\$ 921,654
Shuttle	Larkspur Train & Ferry Shuttle Electrification Project	\$ 100,000
Total		\$ 100,000
Train Control	Dispatch Software	\$ 2,500,000
Total		\$ 2,500,000
Track, MOW, & Facilities	Joints (Insulated/ Welded)	
	Train Control Systems & Communications	
	FY25 Guideway & Trackwork - Mainline (Surfacing)	\$ 345,338
	Power drop - Fulton	\$ 30,000
	Fabric Building - Scrubber storage, garage	\$ 30,000
	Backup generator at Roblar	\$ 50,000
	Generator Plug Retrofit at all Platforms	\$ 20,489
Total		\$ 475,827
Equipment & Machinery	New DMU Cameras	\$ 1,200,000
Total		1,200,000.00
Revenue Vehicles (DMUs)	Purchase spare Auxillary Power Supply (Parts)	\$ -
	Master Control Overhaul	\$ 175,804
	Shift Cylinders / Valve Blocks (parts)	\$ -
	FY25 DMU Air Brake Overhaul and Air Supply Unit- Fleet Material Lead Time	\$ 701,414
	Energy Cushion Device Crash System	\$ 150,000
	Truck sus. Replacement (Parts)	\$ -
	Fire Sup. System, PKP	\$ -
	Engineer Seat Replacement	\$ 50,000
	Placeholder (LED's) (Parts vs Project)	\$ 200,000
	Event Recorder Overhaul	\$ 54,000
Total		\$ 1,331,218.00

The Fiscal Year 2025 Budget completes several sections of pathway. The budget will complete the construction of 9.26 miles of pathway (Airport to Windsor, Golf Course to Bellevue, Petaluma to Penngrove, McInnis to Smith Ranch, Joe Rodota Trail to W. 3rd) as well as begin initial construction on Hanna Ranch Road to Vintage Way and Guerneville Road to Airport Boulevard. The budget also funds the design work for over 15 miles of pathway in both Marin and Sonoma County. Progressing the design on this pathway will bring these segments closer to shovel-ready, which will allow SMART to pursue additional grant funds and support their near-term completion.

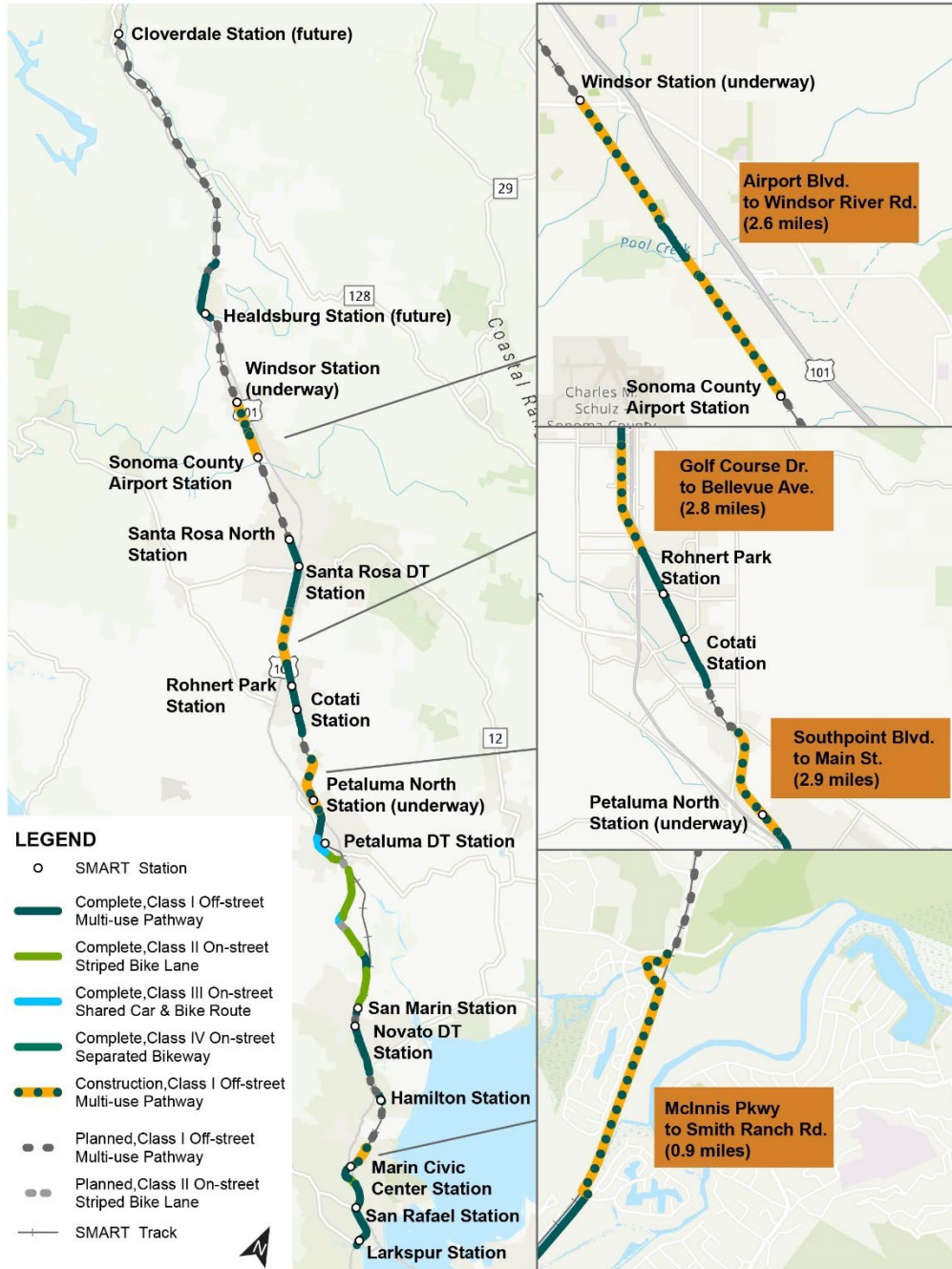
See the following link for pathway interactive maps, and below for a map featuring the sections of pathway currently under construction:

https://sonomamarintrain.org/smart_pathway

Department	Project	Total FY25 Amount
Pathways		
	Marin - Sonoma Pathway Design & Permitting	\$ 1,304,423
	Marin Pathway Design & Permitting	\$ 4,038,421
	McInnis Pkwy to Smith Ranch Rd NMP Permitting	\$ 41,617
	McInnis Pkwy to Smith Ranch Rd NMP Construction	\$ 1,578,616
	Joe Rodota Trail to 3rd St NMP Design and Construction	\$ 465,986
	Hanna Ranch Rd to Vintage Wy NMP Construction	\$ 200,000
	Guerneville Rd to Airport Blvd NMP Construction	\$ 200,000
	SoCo NMP Gap Closure Construction (Segments 2 & 3)	\$ 17,556,937
	Puerto Suello Tunnel NMP Design	\$ 708,227
	Pathways - Slurry seal 2 miles	\$ 115,200
	Pathway Wayfinding - Fabrication & Installation	\$ 731,316
Total		\$ 26,940,744

Pathway Segments Under Design	Length (in miles)
Marin-Sonoma Pathways - \$1,304,423	6.2
- Main Street to East Railroad Avenue	1.48
- Joe Rodota Trail 3rd Street	0.06
- Santa Rosa Downtown Station to 6th Street	0.04
- Guerneville Road to West Steele Lane	0.32
- West Steele Lane to San Miguel Boulevard	1.2
- San Miguel Boulevard to Airport Boulevard	3.1
Marin Pathways - \$4,038,421	5.95
- Smith Ranch Road to Main Gate Road/ Novato - Hamilton Station	2.65
- State Access Road to Bay Trail	1.4
- Hanna Ranch Road to South Side of Novato Creek	1.26
- Grant Avenue to Olive Avenue	0.26
- Olive Avenue to Rush Creek Place	0.38
Puerto Suello to San Pedro Road - \$708,277	

SMART PATHWAY MAP

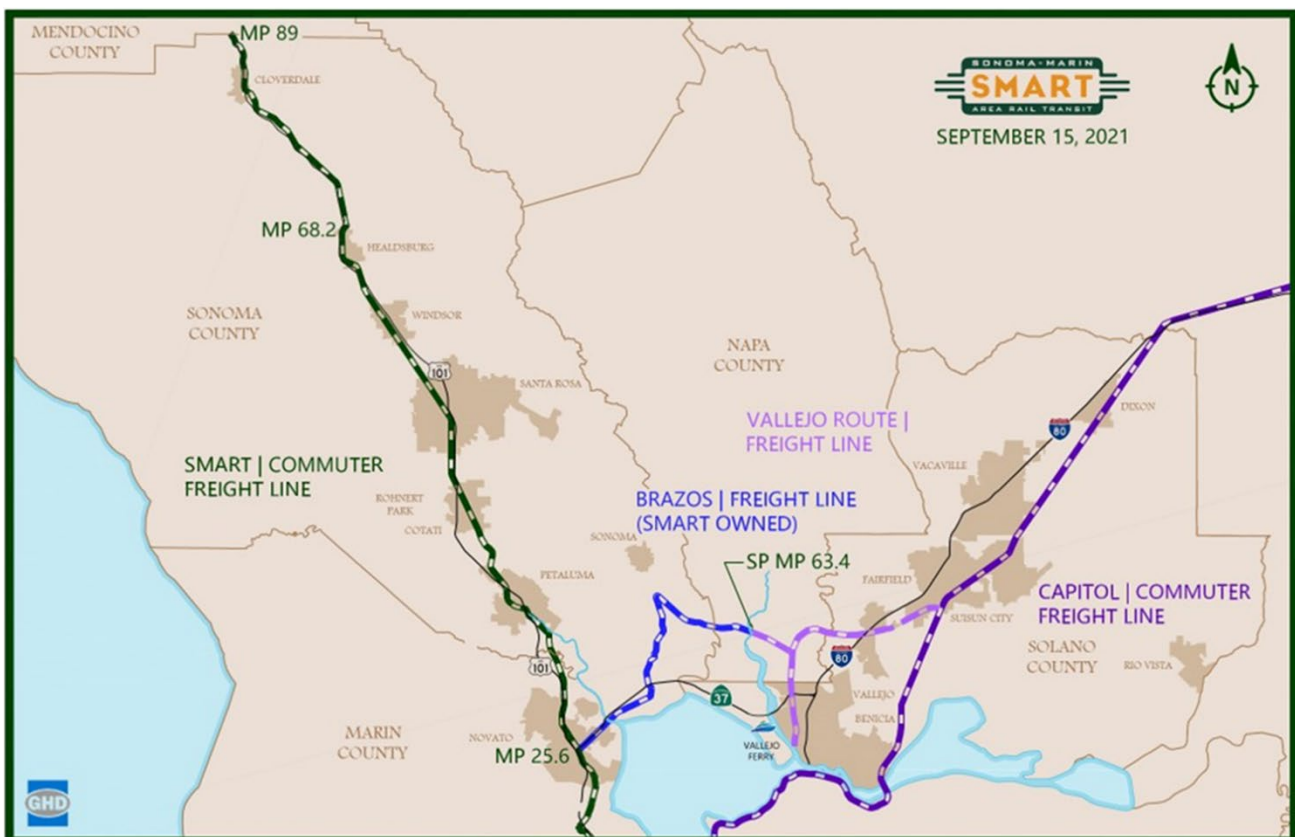


FREIGHT

Freight

In July of 2022, SMART began in-house operations of freight services. Revenues for freight operations in Fiscal Year 2025 are estimated at \$1.8 million. We anticipate spending \$870,099 on salaries and benefits, \$767,290 on operations, and \$167,920 on capital repairs and replacements in Fiscal Year 2025.

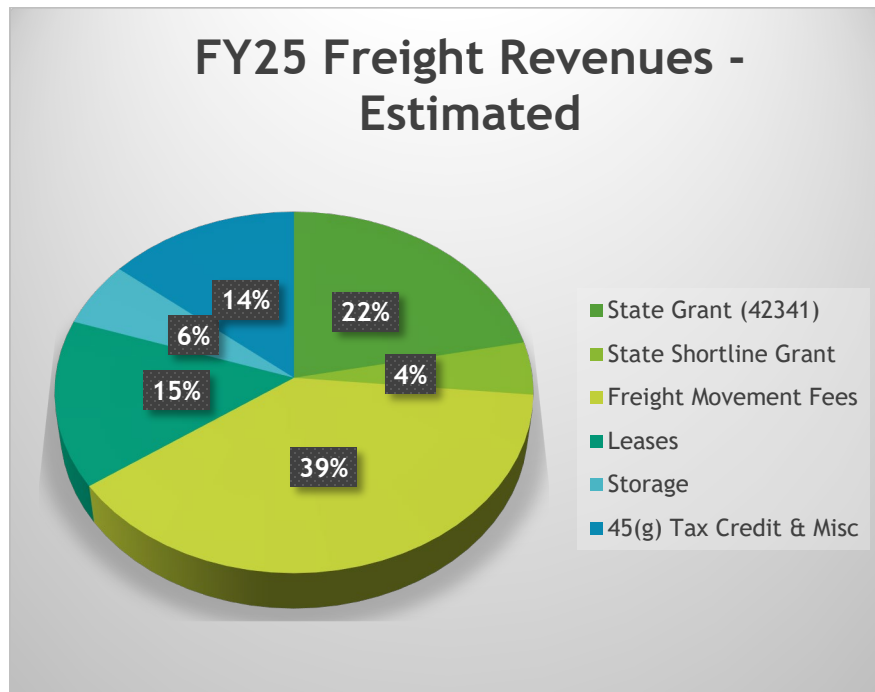
In March of 2022, SMART assumed the freight operations from the Northwestern Pacific Railroad Company (NWPCo) which had been operating service from Napa County to Petaluma since 2011. SMART began in-house operations on July 1, 2022. Currently there are three customers that receive primarily feed grain. In addition, there is a freight car storage location at the Schellville yard, currently storing rail cars for one customer. Service consists of two round trips a week to Petaluma customers as well as two round trips to the California Northern Railroad to receive and deliver rail cars to and from the interchange.



Revenues and expenditures for freight operations are being tracked separately in Fund 60. Administrative expenses are allocated based on a ratio of total passenger miles freight operated versus total passenger miles commuter rail operated, with a passenger mile for freight defined as cars multiplied by miles.

The SMART Board of Directors previously approved six (6) FTE to operate the Freight Division for the organization. The FY 25 budget for salaries and benefits for freight operations is estimated at \$870,099. This budget funds one (1) freight manager, four (4) freight utility workers, and a half-time administrative assistant. The other authorized half-time freight utility worker is not budgeted due to funding constraints. The details regarding these positions can be found in Appendix C. A three percent (3%) cost of living increase is included for Fiscal Year 2025.

The SMART Freight Division has been evaluating and prioritizing the work that needs to be performed to run the service and comply with all Federal Railroad Administration requirements. Work to clean up Schellville Depot and repairs to high priority bridges were completed in previous fiscal years. Further maintenance on the bridges and infrastructure will be considered based on acquiring additional funding. The Fiscal Year 2025 Budget includes the purchase of bridge timbers for future bridge repairs as well as funds for the Grade Crossing Repair. The Freight Manager continues to reach out to potential new customers to increase revenues.



Revenue Source	FY25 Estimated
State Grant (42341)	\$ 393,549
State Shortline Grant	\$ 83,960
Freight Movement Fees	\$ 700,000
Leases	\$ 270,000
Storage	\$ 104,800
45(g) Tax Credit & Misc	\$ 253,000
Total	\$ 1,805,309



Account	Account Description	FY 24 Amended Budget	FY 25 Requested Budget
	Salaries and Benefits	\$ 920,876	\$ 870,099
50995	Freight Cost Allocation - Administration	\$ 120,000	\$ 32,895
51042	Insurance	\$ 73,704	\$ -
51061	Maintenance of Equipment	\$ 35,250	\$ 36,150
51062	Maintenance of Radios	\$ 2,034	\$ -
51063	Maintenance of Signals	\$ 15,000	\$ 15,000
51064	Maintenance of Revenue Vehicles	\$ 95,000	\$ 45,000
51071	Maintenance of Facilities	\$ 25,000	\$ 5,000
51074	Maintenance of Railway	\$ 60,000	\$ 87,000
51225	Training & Travel Expense	\$ 10,000	\$ -
51244	Permits and Fees	\$ 70,000	\$ 72,690
51401	Rental/ Leases - Equipment	\$ 55,000	\$ 57,947
51605	Mileage Reimbursement & Auto Tolls	\$ 1,389	\$ 2,500
51802	Contract Services - Administrative	\$ 235,683	\$ 220,481
51902	Communications	\$ 15,050	\$ 15,000
52021	Uniform Expense	\$ 3,957	\$ 5,000
52061	Fuel and Lubricants	\$ 114,111	\$ 115,000
52091	Memberships	\$ 2,043	\$ 1,100
52101	Miscellaneous Expense	\$ 14,374	\$ 2,887
52117	Postage	\$ -	\$ 5,000
52141	Small Tools and Equipment	\$ 15,000	\$ 18,000
52143	Software	\$ 8,640	\$ 8,640
52191	Utilities	\$ 15,000	\$ 22,000
	Total	\$ 1,907,111	\$ 1,637,389
	Projects		
	Brazos Branch - Phase I	\$ 660,696	\$ -
	Tie Replacement	\$ 50,000	\$ -
	Brazos Branch - Phase II	\$ 95,000	\$ 67,920
	Grade Crossing Repair	\$ 100,000	\$ 100,000
	Total	905,696.00	\$ 167,920
	Grand Total	\$ 2,812,807	\$ 1,805,309

The freight fund does not have reserves and the fund balance will be dependent on the amount budgeted but not spent in Fiscal Year 2024. Likely that fund balance will be very low.



Freight Repairs



Reserves

SMART has several reserves that have been established for various purposes.

Pension & OPEB Liability Reserve

This reserve is to ensure that we have funds set aside for future pension costs. We have set aside \$1,000,000 for Fiscal Year 2025 for a Fiscal Year 2025 balance of \$5,574,676.

Vehicles & Equipment Reserve

This reserve is used to accumulate funds for future capital equipment needs such as DMU replacement. The Fiscal Year 2024 balance is \$10,625,000. We are adding an additional \$2,000,000 for a total reserve of \$12,625,000 in Fiscal Year 2025.

Corridor Completion Reserve

This reserve was established in the FY 2020/2021 amended budget to set aside funds for design, environmental, or leveraging grants. The current balance is \$7,000,000.

Operating Reserve

The Fiscal Year 2024 operating reserve was \$11,278,617. We have calculated 25% of the operating costs for Fiscal Year 2025 which would result in a reserve of or an increase of \$450,346 for a total of \$11,728,963.

Fund Balance

The estimated fund balance for Fiscal Year 2025 year-end is \$55,820,510.

Debt

In October of 2020, SMART pursued a successful taxable advance refunding of the 2011A bonds. The refunding matched the existing March 1, 2029, final maturity of the 2011A bonds. These bonds are secured by a gross lien of SMART's ¼ cent sales tax. The bonds were rated "AA" by Standard & Poor's. The debt service schedule is listed below.

Fiscal Year	Series 2020 Bonds Principal	Series 2020 Bonds Interest	Debt Service
2021	\$3,365,000.00	\$566,576.35	\$3,931,576.35
2022	13,280,000.00	1,656,755.80	14,936,755.80
2023	14,015,000.00	1,581,192.60	15,596,192.60
2024	14,765,000.00	1,479,443.70	16,244,443.70
2025	15,580,000.00	1,324,115.90	16,904,115.90
2026	15,860,000.00	1,136,844.30	16,996,844.30
2027	16,105,000.00	893,869.10	16,998,869.10
2028	16,385,000.00	614,930.50	16,999,930.50
2029	13,615,000.00	284,281.20	13,899,281.20
Total	\$122,970,000.00	\$9,538,009.45	\$132,508,009.45

APPENDIX A - PASSENGER RAIL OVERVIEW OF SOURCES & USES

FISCAL YEAR 2024-2025 DRAFT BUDGET - SOURCES AND USES				
		A	B	C
		FY24 Amended Budget	FY25 Budget	Difference
1	Beginning Fund Balance *	\$ 90,529,548	\$ 81,342,877	\$ (9,186,671)
2	Revenues			
3	SMART S&U Tax			
4	Measure Q	\$ 50,031,000	\$ 50,426,000	\$ 395,000
5	Federal Funds			
6	5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 3,997,642	\$ 3,770,292	\$ (227,350)
7	5337 - Federal State of Good Repair Funds	\$ -	\$ 6,350,000	\$ 6,350,000
8	Discretionary Earmark	\$ -	\$ 1,800,000	\$ 1,800,000
9	FRA - Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$ 250,000	\$ 1,499,298	\$ 1,249,298
10	FRA Suicide Prevention Grant	\$ 78,902	\$ 15,943	\$ (62,959)
11	Quick Strike (CMAQ) McInnis to Smith Ranch Rd)	\$ 1,422,537	\$ 789,308	\$ (633,229)
12	State Funds			
13	AHSC - Roseland Village (Round5)	\$ 2,038,161	\$ 2,263,161	\$ 225,000
14	AHSC - Kashia Tribe (Round 7)	\$ 750,000	\$ 750,000	\$ -
15	AHSC - Petaluma (Danco)	\$ 645,515	\$ 2,549,485	\$ 1,903,970
16	ATP - SoCo Pathway - CTC/Caltrans/MTC	\$ 4,138,101	\$ 8,104,983	\$ 3,966,882
17	Caltrans Sustainability Communities Competative Planning Grant	\$ 400,000	\$ 400,000	\$ -
18	Clean California Transit Grant	\$ 1,000,000	\$ 881,316	\$ (118,684)
19	LCTOP - Low Carbon Transit Operating	\$ 520,218	\$ 566,356	\$ 46,138
20	LPP - Local Partnership Program	\$ 1,422,537	\$ 789,308	\$ (633,229)
21	ITIP - Windsor Systems	\$ 6,966,677	\$ 3,230,381	\$ (3,736,296)
22	SCC - Windsor	\$ 16,658,614	\$ 13,341,386	\$ (3,317,228)
23	SRA - State Rail Assistance	\$ 5,026,754	\$ 3,700,000	\$ (1,326,754)
24	STA - State Transit Assistance (Population)	\$ 653,792	\$ 1,162,223	\$ 508,431
25	STA - State Transit Assistance (Revenue)	\$ 3,170,013	\$ 2,451,807	\$ (718,206)
26	STA - SGR (State of Good Repair)	\$ 330,712	\$ 340,634	\$ 9,922
27	State Funds - Shuttle Service	\$ 500,000	\$ 500,000	\$ -
28	TIRCP - Petaluma North and McDowell Crossing	\$ 3,325,343	\$ 6,774,657	\$ 3,449,314
29	TIRCP - Windsor to Healdsburg	\$ 200,000	\$ 1,450,000	\$ 1,250,000
30	Regional Funds			
31	Measure M - SCTA	\$ 974,254	\$ -	\$ (974,254)
32	Other Governments	\$ 4,447,667	\$ 1,401,532	\$ (3,046,135)
33	Regional Measure 3 (RM3)	\$ 2,800,000	\$ 1,276,000	\$ (1,524,000)
34	Other Sources			
35	Advertising	\$ 70,000	\$ 132,100	\$ 62,100
36	Charges for Services	\$ 75,637	\$ 109,564	\$ 33,927
37	Fare Revenues	\$ 1,803,384	\$ 2,215,290	\$ 411,906
38	Interest Earning	\$ 627,926	\$ 1,500,000	\$ 872,074
39	Misc.	\$ 5,659	\$ 54,257	\$ 48,598
40	Parking	\$ 15,000	\$ 11,400	\$ (3,600)
41	Rent - Real Estate	\$ 423,721	\$ 479,636	\$ 55,915
42	Shuttle Revenues	\$ -	\$ 1,200	\$ 1,200
43	Total Revenues	\$ 114,769,766	\$ 121,087,517	\$ 6,317,751
44	Total Revenues + Fund Balance	\$ 205,299,314	\$ 202,430,394	\$ (2,868,920)

45				
46		FY24 Amended Budget	FY25 Budget	Difference
47	Debt Service	\$ 16,296,220	\$ 16,904,116	\$ 607,896
48	Salaries & Benefits	\$ 27,157,564	\$ 28,822,096	\$ 1,664,532
49	Reduction for Salaries Charged to Projects	\$ (1,130,258)	\$ (1,655,611)	\$ (525,353)
50	Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (120,000)	\$ (32,895)	\$ 87,105
51	Service & Supplies	\$ 20,381,904	\$ 19,671,720	\$ (710,184)
52	Total Salaries, Benefits, Service, & Supplies	\$ 46,289,210	\$ 46,805,310	\$ 516,100
53	Contribution to OPEB/ CalPERS Liability Fund	\$ 500,000	\$ 1,000,000	\$ 500,000
54	Contribution to Capital Sinking Fund	\$ 1,000,000	\$ 2,000,000	\$ 1,000,000
55	Operating Reserve	\$ 1,278,617	\$ 450,346	\$ (828,271)
56	Total Reserve Contributions	\$ 2,778,617	\$ 3,450,346	\$ 671,729
57	Total Debt Service, Operating, Reserves	\$ 65,364,047	\$ 68,867,484	\$ 3,503,437
58	Balance	\$ 139,551,992	\$ 133,562,910	\$ (5,989,082)
59				
60		FY24 Amended Budget	FY25 Budget	Difference
61				
62	State of Good Repair and Projects			
63	Bridges	\$ 136,458	\$ -	\$ (136,458)
64	DMU	\$ 2,037,000	\$ 1,331,218	\$ (705,782)
65	Equipment	\$ 69,500	\$ 1,200,000	\$ 1,130,500
66	Information Technology	\$ 501,422	\$ 813,910	\$ 312,488
67	Non-Revenue Vehicles	\$ 1,037,906	\$ 921,654	\$ (116,252)
68	Safety and Security	\$ 78,902	\$ 15,943	\$ (62,959)
69	Track, MOW, and Facilities	\$ 291,333	\$ 475,827	\$ 184,494
70	Train Control	\$ -	\$ 2,500,000	\$ 2,500,000
71	Total State of Good Repair	\$ 4,737,401	\$ 7,258,552	\$ 3,106,031
72	Environmental and Mitigation	\$ 263,398	\$ 1,338,666	\$ 1,075,268
73	Planning - Studies	\$ 119,877	\$ 445,403	\$ 325,526
74	Planning - Capital	\$ -	\$ 450,000	\$ 450,000
75	Shuttle	\$ -	\$ 100,000	\$ 100,000
76	Other Construction	\$ 584,880	\$ 1,108,632	\$ 523,752
77	Miscellaneous	\$ -	\$ 1,715,357	\$ 1,715,357
78	Total Planning, Environmental, Other Construction, Shuttle	\$ 968,155	\$ 5,158,058	\$ 4,189,903
79				
80		FY24 Amended Budget	FY25 Budget	Difference
81				
82	Capital Projects			
83	Expansion	\$ 37,095,913	\$ 37,955,872	\$ 859,959
84	Pathways - Design and Permitting	\$ -	\$ 6,051,072	\$ 6,051,072
85	Pathways - Capital	\$ 16,375,801	\$ 21,312,346	\$ 4,936,545
86	Total Capital Expenditures	\$ 53,471,714	\$ 65,319,290	\$ 11,847,576
87	Ending Fund Balance	\$ 81,342,877	\$ 55,827,010	\$ (25,132,592)
	* Excludes Reserves			

APPENDIX B - FREIGHT OVERVIEW OF SOURCES & USES

Appendix B - Freight Sources and Uses				
Fiscal Year 2024-2025 Draft Budget		A	B	C
		FY24 Amended Budget	FY25 Budget	Difference
1	Beginning Fund Balance	\$ 393,549		\$ (393,549)
2	Revenues			
3	State Grant (42341)	\$ 1,363,606	\$ 393,549	\$ (970,057)
4	State Shortline Grant	\$ 115,000	\$ 83,960	\$ (31,040)
5	Freight Movement Fees	\$ 800,000	\$ 700,000	\$ (100,000)
6	Leases	\$ 270,000	\$ 270,000	\$ -
7	Storage	\$ 26,200	\$ 104,800	\$ 78,600
8	45(g) Tax Credit & Misc. Revenues	\$ 253,000	\$ 253,000	\$ -
9	Total Revenues	\$ 2,827,806	\$ 1,805,309	\$ (1,022,497)
10	Total Revenues + Fund Balance	\$ 3,221,355	\$ 1,805,309	\$ (1,416,046)
11				
		FY24 Amended Budget	FY25 Budget	Difference
12				
13				
14	Salaries & Benefits	\$ 920,876	\$ 870,099	\$ (50,777)
15	Service & Supplies	\$ 1,021,234	\$ 767,290	\$ (253,944)
16	Total Salaries, Benefits, Services, & Supplies	\$ 1,942,110	\$ 1,637,389	\$ 304,721
17	Balance	\$ 1,279,245	\$ 167,920	\$ (1,111,325)
18				
		FY24 Amended Budget	FY25 Budget	Difference
19				
20				
21	Brazos Branch Bridge Repairs (High Priority)	\$ 660,696	\$ -	\$ (660,696)
22	Brazos Branch Bridge Repairs - Phase II	\$ 75,000	\$ 67,920	\$ (7,080)
23	Tie Replacement	\$ 50,000	\$ -	\$ (50,000)
24	Grade Crossing Repair	\$ 100,000	\$ 100,000	\$ -
25	Total Capital & State of Good Repair	\$ 885,696	\$ 167,920	\$ (717,776)
26	Balance	\$ 393,549	\$ -	\$ (393,549)

APPENDIX C - POSITION AUTHORIZATION

# of Positions	Position Title	New Title	Hourly		Annual	
			Min	Max	Min	Max
Administrative						
1	Accountant I		\$ 37.27	\$ 46.54	\$ 77,517	\$ 96,809
1	Accounting Manager		\$ 65.76	\$ 82.13	\$ 136,788	\$ 170,830
1	Accounts Payable Technician		\$ 31.35	\$ 39.15	\$ 65,213	\$ 81,442
3	Administrative Assistant		\$ 32.14	\$ 40.13	\$ 66,843	\$ 83,478
1	Assistant General Counsel		\$ 90.66	\$ 113.22	\$ 188,564	\$ 235,491
1	Assistant Planner		\$ 40.13	\$ 50.12	\$ 83,478	\$ 104,252
1	Budget and Finance Manager		\$ 65.76	\$ 82.13	\$ 136,788	\$ 170,830
1	Chief Financial Officer		\$ 118.88	\$ 148.60	\$ 247,271	\$ 309,089
1	Clerk of the Board/ Executive Assistant		\$ 46.54	\$ 58.13	\$ 96,809	\$ 120,901
1	Communications and Marketing Coordinator		\$ 40.13	\$ 50.12	\$ 83,478	\$ 104,252
1	Communications and Marketing Manager		\$ 74.41	\$ 92.92	\$ 154,763	\$ 193,278
1	Communications and Marketing Specialist		\$ 59.54	\$ 74.42	\$ 123,838	\$ 154,798
1	Communications and Marketing Specialist - Limited Term		\$ 55.32	\$ 69.09	\$ 115,075	\$ 143,713
1	General Counsel		\$ 118.95	\$ 148.55	\$ 247,412	\$ 309,084
1	General Counsel - Limited Term Position		\$ 118.95	\$ 148.55	\$ 247,412	\$ 309,084
1	General Manager		\$ 152.35	\$ 176.37	\$ 316,878	\$ 366,843
2	Grants and Budget Analyst		\$ 52.66	\$ 65.76	\$ 109,530	\$ 136,788
1	Grants and Legislative Affairs Manager		\$ 76.23	\$ 95.29	\$ 158,562	\$ 198,203
1	Human Resources Manager		\$ 74.41	\$ 92.92	\$ 154,763	\$ 193,278
1	Human Resources Specialist		\$ 38.20	\$ 47.71	\$ 79,455	\$ 99,229
1	Information Systems Analyst		\$ 46.54	\$ 58.13	\$ 96,809	\$ 120,901
1	Information Systems Manager		\$ 76.27	\$ 95.25	\$ 158,632	\$ 198,110
1	Information Systems Technician		\$ 41.14	\$ 51.37	\$ 85,565	\$ 106,859
1	Legal Administrative Assistant		\$ 37.27	\$ 46.54	\$ 77,517	\$ 96,809
1	MMIS Analyst		\$ 58.09	\$ 72.62	\$ 120,837	\$ 151,046
1	Payroll Technician		\$ 33.08	\$ 41.35	\$ 68,813	\$ 86,016
1	Planning Manager		\$ 74.41	\$ 92.92	\$ 154,763	\$ 193,278
1	Procurement and Contracts Analyst		\$ 48.90	\$ 61.07	\$ 101,710	\$ 127,021
1	Procurement and Contracts Manager		\$ 69.09	\$ 86.29	\$ 143,713	\$ 179,478
1	Procurement Technician		\$ 32.14	\$ 40.13	\$ 66,843	\$ 83,478
1	Real Estate Manager		\$ 82.09	\$ 102.61	\$ 170,744	\$ 213,429
1	Risk Manager		\$ 64.16	\$ 80.13	\$ 133,452	\$ 166,663
1	Senior Buyer		\$ 53.98	\$ 67.41	\$ 112,278	\$ 140,208
1	Senior Management Analyst		\$ 59.54	\$ 74.42	\$ 123,838	\$ 154,798
1	Senior Planner		\$ 55.32	\$ 69.09	\$ 115,075	\$ 143,713
1	Senior Real Estate Officer		\$ 55.29	\$ 69.11	\$ 114,994	\$ 143,743
	Interns (Multiple)		\$ 18.00		\$ 37,440	\$ -
39						
# of Positions	Position Title	New Title	Hourly		Annual	
Capital			Min	Max	Min	Max
2	Assistant Engineer		\$ 48.90	\$ 61.07	\$ 101,710	\$ 127,021
1	Associate Engineer		\$ 56.71	\$ 70.82	\$ 117,952	\$ 147,306
1	Chief Engineer		\$ 97.54	\$ 121.93	\$ 202,890	\$ 253,613
2	Junior Engineer		\$ 42.17	\$ 52.66	\$ 87,704	\$ 109,530
1	Manager Train Control Systems		\$ 97.54	\$ 121.93	\$ 202,890	\$ 253,613
1	Principal Engineer		\$ 76.27	\$ 95.25	\$ 158,632	\$ 198,110
1	Senior Engineer		\$ 65.76	\$ 82.13	\$ 136,788	\$ 170,830
9						

# of Positions	Position Title	Hourly		Annual	
		Min	Max	Min	Max
Operations					
1	Administrative Services Specialist	\$ 46.53	\$ 58.16	\$ 96,776	\$ 120,969
3	Bridge Tender		\$ 35.83		\$ 74,526
1	Chief Operating Officer	\$ 102.57	\$ 128.09	\$ 213,343	\$ 266,436
1	Chief of Police	\$ 88.39	\$ 110.48	\$ 183,843	\$ 229,803
3	Code Compliance Officer	\$ 36.36	\$ 45.41	\$ 75,627	\$ 94,448
1	Code Compliance Officer - Limited Term	\$ 36.36	\$ 45.41	\$ 75,627	\$ 94,448
6	Conductor *		\$ 45.52		\$ 94,682
	Conductor Trainee*		\$ 38.70		\$ 80,496
28	Engineer *		\$ 54.73		\$ 113,838
	Engineer Trainee*		\$ 46.52		\$ 96,762
1	Facilities Maintenance Supervisor	\$ 52.80	\$ 64.18	\$ 109,824	\$ 133,494
3	Facilities Maintenance Technician		\$ 44.81		\$ 93,205
2	Inventory and Parts Clerk	\$ 33.08	\$ 41.35	\$ 68,813	\$ 86,016
1	Materials Sourcing Specialist	\$ 36.36	\$ 45.41	\$ 75,627	\$ 94,448
1	Inventory Manager / Asset Management Specialist	\$ 56.71	\$ 70.82	\$ 117,952	\$ 147,306
1	Lead Facility Maintenance Engineer		\$ 49.29		\$ 102,523
1	Maintenance of Way Manager	\$ 78.17	\$ 97.63	\$ 162,598	\$ 203,063
1	Maintenance of Way Superintendent	\$ 65.76	\$ 82.13	\$ 136,788	\$ 170,830
2	Operation Communication Specialist	\$ 37.27	\$ 46.54	\$ 77,517	\$ 96,809
1	Safety & Compliance Officer	\$ 67.38	\$ 84.22	\$ 140,150	\$ 175,188
1	Senior Administrative Assistant	\$ 35.47	\$ 44.30	\$ 73,782	\$ 92,144
2	Signal Supervisor	\$ 56.31	\$ 68.43	\$ 117,125	\$ 142,334
8	Signal Technician **		\$ 59.34		\$ 123,427
	Signal Technician Trainee (2) **		\$ 44.50		\$ 92,560
2	Track Maintenance - Laborers		\$ 33.50		\$ 69,680
5	Track Maintainer I		\$ 44.38		\$ 92,310
1	Track Maintainer II		\$ 48.82		\$ 101,546
2	Track Maintenance Supervisor	\$ 52.67	\$ 64.03	\$ 109,554	\$ 133,173
1	Transportation Manager	\$ 78.17	\$ 97.63	\$ 162,598	\$ 203,063
1	Transportation Superintendent	\$ 65.76	\$ 82.13	\$ 136,788	\$ 170,830
12	Transportation Supervisor	\$ 58.13	\$ 72.59	\$ 120,901	\$ 150,989
10	Vehicle Maintenance - Laborers		\$ 34.31		\$ 71,365
1	Vehicle Maintenance Manager	\$ 78.17	\$ 97.63	\$ 162,598	\$ 203,063
5	Vehicle Maintenance Supervisor	\$ 58.13	\$ 72.59	\$ 120,901	\$ 150,989
12	Vehicle Maintenance Technician ***		\$ 54.23		\$ 112,798
	Vehicle Maintenance Tech Trainee (2) ***		\$ 40.67		\$ 84,594
121					
Freight					
0.5	Administrative Assistant	\$ 32.14	\$ 40.13	\$ 66,843	\$ 83,478
1	Freight Manager	\$ 78.17	\$ 97.63	\$ 162,598	\$ 203,063
4.5	Freight Utility Worker	\$ 36.36	\$ 45.41	\$ 75,627	\$ 94,448
6					
Total FTE	175				
*	Total positions cannot exceed 34.				
**	Total positions cannot exceed 8.				
***	Total positions cannot exceed 12.				

APPENDIX D - STATISTICAL INFORMATION

SMART is a special district established by the California Legislature through the enactment of AB 2224 in 2002, which created the Sonoma-Marín Area Rail Transit (SMART) District and established a comprehensive set of powers and duties regarding the formation, governance, organization, maintenance, and operation of the District. The SMART District includes both Sonoma and Marin Counties and was created for the purpose of providing unified and comprehensive structure for the ownership and governance of the passenger and freight rail system within Sonoma and Marin Counties and to provide passenger and freight train service along the existing publicly owned railroad right-of-way.

Marin County

Marin County is in the northwestern part of the San Francisco Bay Area, with its county seat located in San Rafael. Marin County is across the Golden Gate Bridge from San Francisco, and is included in the San Francisco-Oakland-Berkeley, CA Metropolitan Statistical Area. The county is governed by the Marin County Board of Supervisors. According to the 2020 Census, Marin County had the second highest income per capita of all U.S. counties.

San Quentin State Prison is located in the county, as is George Lucas' Skywalker Ranch. The Marin County Civic Center was designed by Frank Lloyd Wright and draws thousands of visitors a year to guided tours of its arch and atrium design. Marin County's outdoor attractions include the Muir Woods redwood forest, the Marin Headlands, Stinson Beach, the Point Reyes National Seashore, and Mount Tamalpais.

Sonoma County

Sonoma County is in the northwestern part of the San Francisco Bay Area, with its county seat and largest city being Santa Rosa. It is positioned to the north of Marin County and the south of Mendocino County. It is the northernmost county in the nine-county San Francisco Bay Area region. Sonoma County includes the Santa Rosa and Petaluma Metropolitan Statistical Areas.

In California's Wine Country region, which also includes Napa, Mendocino, and Lake counties, Sonoma County is the largest producer. It has thirteen approved American Viticultural Areas and more than 350 wineries. According to Visit California, tourism spending in 2023 was \$2.3 billion which exceeded the pre-pandemic number of \$2.24 billion.

POPULATION OF MARIN COUNTY AND INCORPORATED CITIES

Area	2016	2017	2018	2019	2020	2021	2022	2023	2024
Marin County	263,010	262,313	262,234	260,969	258,956	259,512	255,470	252,959	252,844
Belvedere	2,129	2,131	2,148	2,139	2,124	2,103	2,078	2,045	2,043
Corte Madera	9,631	9,625	10,043	10,138	10,114	10,147	9,967	9,885	9,882
Fairfax	7,528	7,533	7,714	7,443	7,399	7,496	7,410	7,354	7,371
Larkspur	12,312	12,325	12,588	12,331	12,253	12,963	12,728	12,571	12,655
Mill Valley	15,024	14,956	14,669	14,743	14,674	14,002	13,817	13,664	13,635
Novato	54,593	54,516	54,151	54,062	53,702	53,008	51,936	51,392	51,140
Ross	2,538	2,536	2,528	2,548	2,550	2,330	2,280	2,267	2,272
San Anselmo	13,017	12,982	12,908	12,845	12,757	12,772	12,515	12,405	12,426
San Rafael	60,551	60,661	60,020	60,207	59,807	61,179	60,237	59,681	59,585
Sausalito	7,227	7,234	7,421	7,301	7,252	7,159	6,955	6,865	6,856
Tiburon	9,644	9,647	9,366	9,581	9,540	9,065	8,903	8,798	8,809
Remainder of County	68,816	68,167	68,678	67,631	66,784	67,288	66,644	66,032	66,170

Source: County/City estimates as of January 1, 2023 and January 1, 2024
State of California, Department of Finance, Demographic Research Unit

POPULATION OF SONOMA COUNTY AND INCORPORATED CITIES

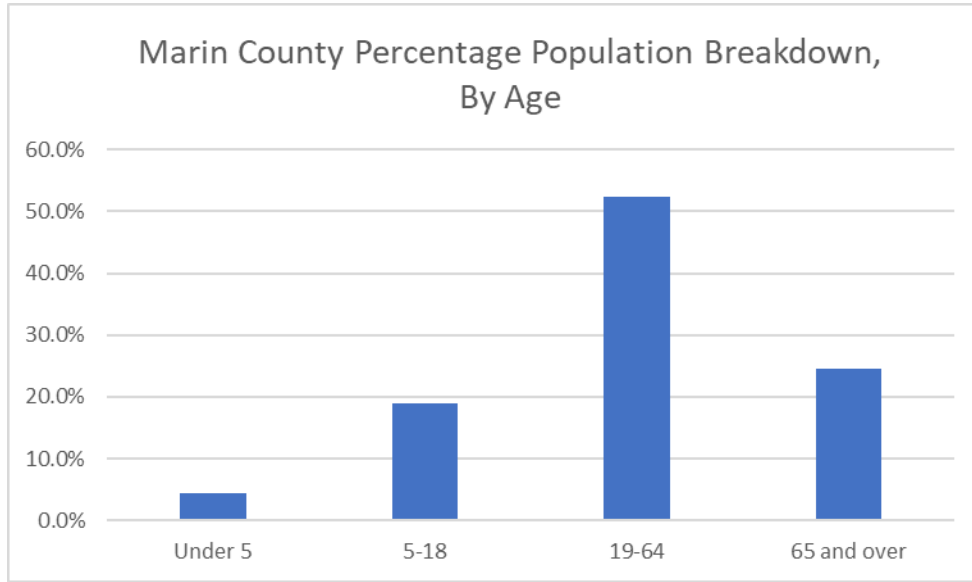
Area	2016	2017	2018	2019	2020	2021	2022	2023	2024
Sonoma County	503,322	502,758	498,849	495,058	491,134	484,674	480,623	478,174	478,152
Cloverdale	8,927	8,988	9,141	9,279	9,213	9,029	8,869	8,787	8,710
Cotati	7,376	7,453	7,739	7,628	7,533	7,512	7,410	7,360	7,303
Healdsburg	11,734	11,757	12,232	12,166	12,089	11,174	10,993	10,914	10,985
Petaluma	61,488	61,657	62,251	62,195	61,873	59,756	58,552	58,321	58,445
Rohnert Park	42,586	42,490	43,178	43,134	43,069	44,287	43,701	43,693	43,821
Santa Rosa	176,937	178,064	177,017	175,183	173,628	177,396	175,351	174,523	174,890
Sebastopol	7,648	7,650	7,795	7,830	7,741	7,477	7,418	7,366	7,295
Sonoma	10,929	11,072	11,423	11,164	11,050	10,755	10,804	10,677	10,532
Windsor	27,445	27,492	28,356	28,596	28,248	26,134	25,836	25,560	25,394
Remainder of County	148,252	146,135	139,717	137,883	136,690	138,631	131,674	130,991	130,777

Source: County/City estimates as of January 1, 2023 and January 1, 2024
State of California, Department of Finance, Demographic Research Unit

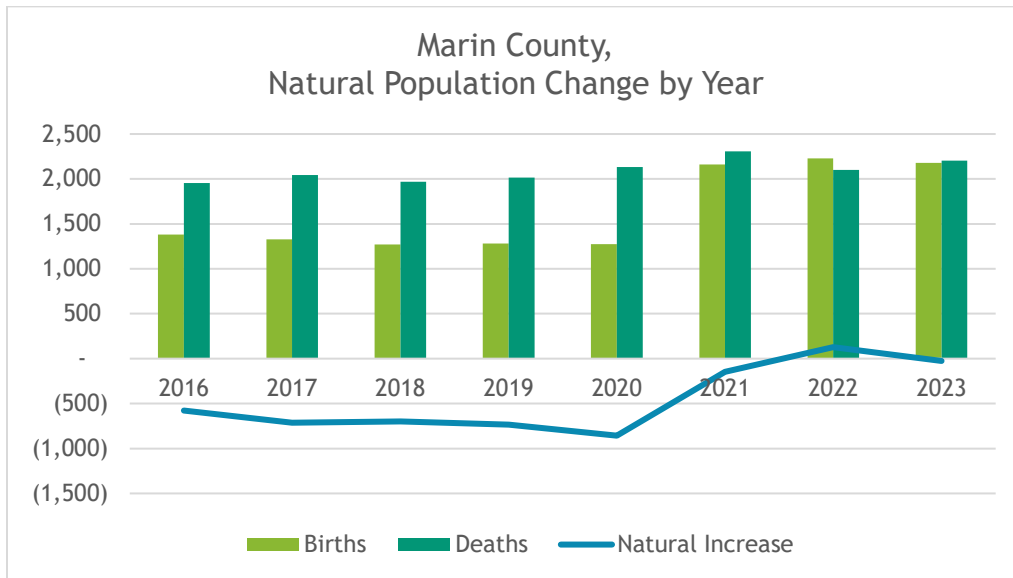
DEMOGRAPHICS OF MARIN AND SONOMA COUNTIES

MARIN COUNTY

The average age in Marin County is 44.1 years with 62.6% of the population having a bachelor's degree. The life expectancy is 85.2 years which is over six years longer than the average American.



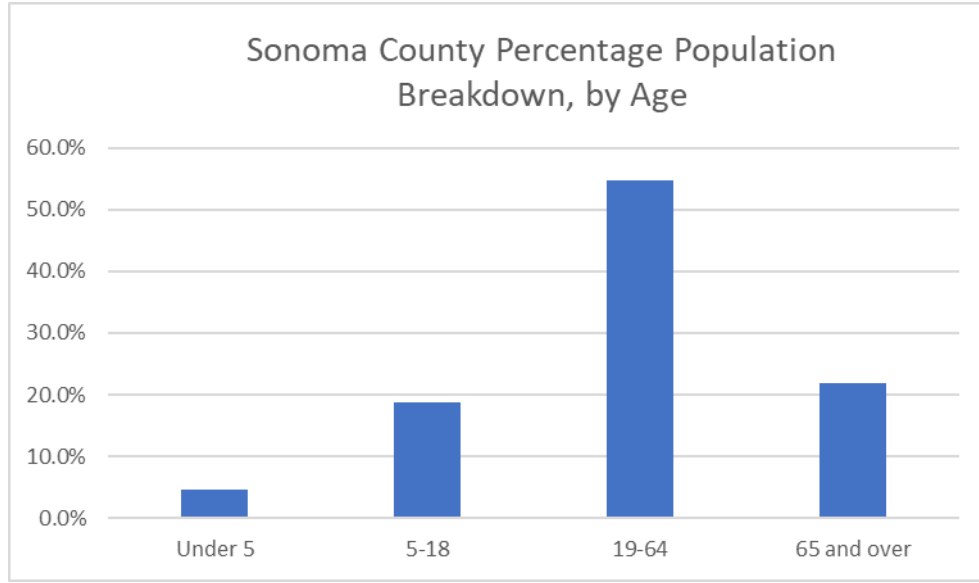
Source: State of California Department of Public Health and State of California Department of Finance, Demographic Research Unit



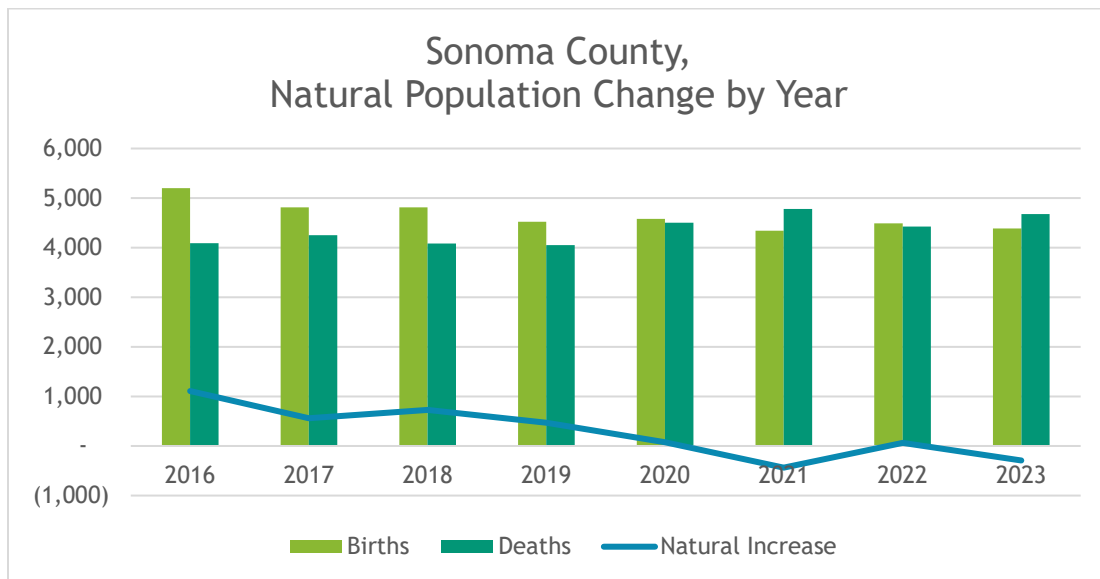
Source: State of California Department of Public Health and State of California Department of Finance, Demographic Research Unit

Sonoma County

The average age in Sonoma County is 42.7 years with 38.3% of the population having a bachelor’s degree. The life expectancy is 82.2 years which is over four years longer than the average American.



Source: State of California Department of Public Health and State of California Department of Finance, Demographic Research Unit



Source: State of California Department of Public Health and State of California Department of Finance, Demographic Research Unit

APPENDIX E - STATEMENT OF INVESTMENT POLICY

SMART's 2024-2025 Investment Policy

1.0 Policy:

This investment policy is intended to outline the guidelines and practices to be used in effectively managing the SMART District (District's) available cash and investment portfolio. District monies not required for immediate cash requirements will be invested in compliance with the California Government Code Section 53600, et seq. **Investment of Surplus.**

2.0 Scope:

This policy applies to all the financial assets accounted for in the District's Annual Comprehensive Financial Report and any new fund created by the District, unless specifically exempted. The investment of bond proceeds will be governed by the provisions of relevant bond documents.

3.0 Prudence:

The Board of Directors and Chief Financial Officer **shall** adhere to the guidance provided by the "prudent investor rule," California Government Code Section 53600.3, which obligates a fiduciary to ensure that "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

4.0 Objectives:

In accordance with California Government Code Section 53600.5, and in order of importance, the Chief Financial Officer shall adhere to the following three criteria:

- (a) Safety of Principal – Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- (b) Liquidity – Investments shall be made whose maturity date is compatible with cash flow requirements and which will permit easy and rapid conversion into cash without substantial loss of value.
- (c) Return on Investment – The District's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the District's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 Delegation of Authority:

The authority of the Board to purchase or sell securities for the District's portfolio, may be delegated by the Board to the Chief Financial Officer, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked. The Chief Financial Officer shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

The oversight responsibility for the investment program is hereby delegated to the Chief Financial Officer who shall monitor and review all investments for consistency with this Investment Policy.

The Chief Financial Officer may delegate investment decision making and execution authority to an independent SEC-registered investment advisor. The advisor shall comply with this Policy and such other written instructions as are provided by the Chief Financial Officer.

6.0 Investment Procedures:

The Chief Financial Officer shall establish written operational procedures pertaining to the investment of District funds. These procedures shall be compliant with the parameters and limits set forth by this investment policy. The procedures should regulate actions regarding: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer.

7.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business to the Chief Financial Officer. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District.

8.0 Authorized Financial Dealers and Institutions:

For brokers/dealers of government securities and other investments, the Chief Financial Officer shall select only brokers/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations. Before engaging in investment transactions with a broker/dealer, the Chief Financial Officer shall obtain a signed verification form that attests the individual has reviewed the District's Investment Policy, and intends to present only those investment recommendations and transactions to the District that is appropriate under the terms and conditions of the Investment Policy.

If an Investment Advisor is authorized to conduct investment transactions on the District's behalf, the Investment Advisor may use their own list of approved broker/dealers and financial institutions for investment purposes.

9.0 Authorized and Suitable Investments:

The District is governed by the California Government Code, Sections 53600, *et seq.* Within the context of these limitations, the investments listed below are authorized. Those investments not identified are considered to be ineligible.

1. **U.S. Treasury Obligations.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **U.S. Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. **California State and Local Agency Obligations.** Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency.
4. **Other State Obligations.** Registered treasury notes or bonds of any of the other forty-nine (49) United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other forty-nine (49) United States, in addition to California.
5. **Bankers' Acceptances.** Time drafts or bills of exchange that are drawn on and accepted by a commercial bank and brokered to investors in the secondary market. The maximum maturity of an issue will be one hundred eighty (180) days. Securities eligible for investment under this subdivision shall be rated in the highest letter and number category by nationally recognized statistical-rating organization. The maximum exposure shall be no more than 40% of the portfolio value. However, no more than 30% of the agency's money may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.
6. **Commercial Paper.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph a or paragraph b:
 - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or its equivalent or higher by a nationally recognized statistical-rating organization.
 - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of two hundred seventy (270) days or less. The District may invest no more than 25% of its money in eligible commercial paper. The District may purchase no more than 10% of the outstanding commercial paper of any single issuer.

7. **Medium-Term Notes.** Medium-term notes are defined in Government Code Section 53601 as all corporate and depository institution debt securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or its equivalent or better by a nationally recognized statistical-rating organization. Purchases of medium-term notes shall not include other instruments authorized by section 53601 and may not exceed 30% of the portfolio value. No more than 10% of SMART's total investment assets may be invested in the commercial paper and medium-term notes of any single issuer.
8. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Securities eligible for investment under this subdivision shall be rated in the highest letter and number category by a nationally recognized rating service for short-term ratings (A-1/P1/F-1) and AA or better for longer-term ratings. Purchases of negotiable certificates of deposit may not exceed 30% of the District's aggregate portfolio.
9. **Time Deposits.** The District may invest in non-negotiable time deposits (CDs) that are FDIC insured or fully collateralized in a state or national bank, savings association or federal association, federal or state credit union located in California, including U.S. branches of foreign banks licensed to do business in California. To be eligible to receive local agency deposits, a financial institution must receive a minimum overall "satisfactory rating" for meeting the credit needs of California Communities in its most recent evaluation. CDs are required to be collateralized as specified under Government Code Section 53630 et seq. The District, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The District shall have a signed agreement with any depository accepting District funds per Government Code Section 53649. No deposits shall be made at any time in CDs issued by a state or federal credit union if a member of the Governing Council or the Finance Director serves on the board of directors or any committee appointed by the board of directors of the credit union. In accordance with Government Code Section 53638, any deposit shall not exceed that total shareholder's equity of any depository bank, nor shall the deposit exceed the total net worth of any institution.
10. **Local Agency Investment Fund (LAIF)** is a pooled investment fund through the State Chief Financial Officer. Deposits for the purpose of investment in the Local Agency Investment Fund of the State Treasury may be made up to the maximum amount permitted by State Treasury policy.
11. **Money Market Funds.** The Chief Financial Officer may invest in shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (Government Code Section 53601(k).)

The following criteria will be used in evaluating companies:

- a. Attain the highest ranking letter and numerical rating provided by not less than two nationally recognized rating services; or
- b. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five (5) years' experience managing money market mutual funds and with assets under management in excess of five hundred million dollars (\$500,000,000).
- c. The maximum purchase price of shares shall not exceed 20% of the portfolio. However, no more than 10% of the agency's funds may be invested in shares of beneficial interest of any one mutual fund.

12. Local Government Investment Pools. Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (o) of Government Code Section 53601, inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- b. The adviser has not less than five (5) years of experience investing in the securities and obligations authorized in subdivisions (a) to (o) Government Code Section 53601, inclusive.
- c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

Credit criteria and sectors and issuers percentages for investments listed in this section will be determined at the time the security is purchased. A decline in the overall investment balances that causes the percent to any investment above its maximum policy limit will not be considered out of compliance. The District may from time to time be invested in a security whose rating is downgraded. In the event a rating drops below the minimum allowed rating category for that given investment type, the Chief Financial Officer shall notify the District General Manager and District Council and recommend a plan of action.

10.0 Prohibited Investments:

Under the provisions of California Government Code Sections 53601.6 and 53631.5, the District shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, mortgage-derived, interest-only strips or any investment that may result in a zero interest accrual if held to maturity.

11.0 Collateralization:

Collateralization is required on Certificates of Deposit as per California Government Code section 53601. The collateralization level for certificates of deposit is 100% of market value of principal and accrued interest.

The entity chooses to limit collateral to the following: U.S. Treasuries and Federal Agency Obligations. Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

12.0 Safekeeping and Custody:

All securities purchased may be delivered versus payment (“DVP”) basis, and held in safekeeping pursuant to a safekeeping agreement.

13.0 Maximum Maturities:

To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. For certain instruments, the term of the investment is limited by market convention or as otherwise prescribed herein. No investments may be acquired that exceed five (5) years, unless approved by the Board at least ninety (90) days in advance of the purchase.

14.0 Internal Control:

The Chief Financial Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. The Chief Financial Officer may, at any time, further restrict the securities approved for investment as deemed appropriate.

15.0 Performance Standards:

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the District’s investment risk constraints and cash flow needs.

16.0 Reporting:

In accordance with Government Code Section 53607, the Chief Financial Officer shall submit an annual report to the Board indicating the types of investment by fund, institution, date of maturity, and amount of deposit, and shall provide the current market value of all securities with a maturity of more than twelve (12) months, rates of interest, and expected yield to maturity.

17.0 Investment Policy Adoption:

The Chief Financial Officer may, at any time, further restrict the securities approved for investment as deemed appropriate.

Additionally, the Chief Financial Officer shall annually send a copy of the current Investment Policy to all approved dealers. Each dealer is required to return a signed statement indicating receipt and understanding of the District’s investment policies.

APPENDIX F: APPROPRIATION CALCULATION

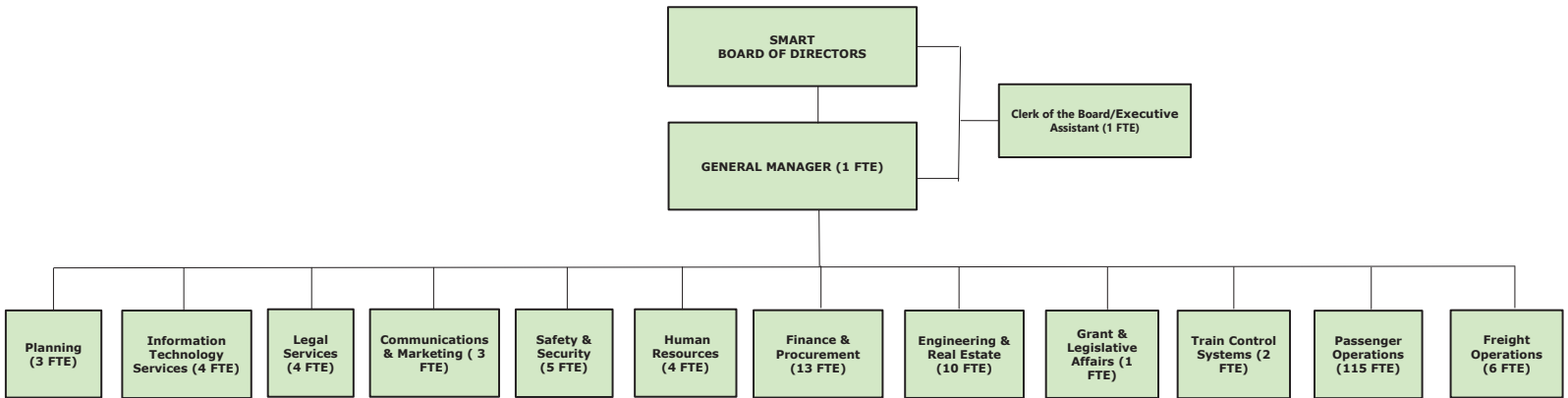
	FY23	FY24	FY25
Beginning Limit	\$ 152,544,355	\$ 163,175,521	\$ 169,517,286
Per Capita Increase in Cost of Living	1.0755	1.0444	1.0362
Population Change	0.9946	0.9947	0.9973
County Used for Population Change	Sonoma	Sonoma	Sonoma
Total	\$ 163,175,521	\$ 169,517,286	\$ 175,179,546

* Per Government Code §7901, special districts located in two or more counties, such as SMART, may choose to use the change in population for the portion of the district which has the highest assessed valuation.

APPENDIX G - ORGANIZATION CHART



ORGANIZATION CHART



Updated: June 3, 2024



June 18, 2024

Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

Rachel Farac
Transportation Authority of Marin

Debora Fudge
Sonoma County Mayors' and Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and Councilmembers Association

Mary Sackett
Marin County Board of Supervisors

Eddy Cumins
General Manager

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

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

SUBJECT: Portola Systems Contract Amendment No. 2

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Contract Amendment No. 2 to Contract No. OP-PS-21-002 with Portola Systems in an amount of \$622,540 for a total not-to-exceed amount of \$1,319,000 to extend ongoing management and maintenance support for the existing SMART Station Network by two additional one-year extensions.

SUMMARY:

SMART has an existing contract with Portola Systems for ongoing management and maintenance support for the existing SMART Station Network. This contract contains two optional one-year extensions. To ensure continued operation of the station network, SMART recommends extending the term of the agreement for the two option years.

BACKGROUND:

SMART's station network encompasses the configuration of the communication transmission system and network equipment necessary to allow for data, voice, and video transmission from station devices to the SMART Data Center. Station devices that are included in the station network include, but are not limited to:

- Ticket Vending Machines
- Clipper Interface Devices
- Security Cameras and Access Control
- Emergency Telephones
- Wi-Fi
- Public Address systems

SMART's station network must be monitored and maintained 24 hours a day, 7 days per week, and 365 days per year to ensure that SMART maintains connectivity to all station network resources required for running a safe and efficient operation. We contract with a third-party consultant to monitor and maintain the network, as well as manage SMART's Cisco SmartNet licensing and contracts for the SMART equipment tied to the network.

The existing contract for station network monitoring and maintenance is set to expire June 30, 2024, and includes two optional one-year extensions. In anticipation of the contract expiration, SMART is requesting to amend the contract to issue one-year options for extension.

Staff recommends authorizing the General Manager to execute Contract Amendment No. 2 with Portola Systems Inc. for ongoing management and maintenance support for the existing SMART Station Network for an optional term extension of two years with a total not-to-exceed amount of \$1,319,000.

FISCAL IMPACT: The Fiscal impact of the amendment is \$622,540. The funds are assumed in Fiscal Year 2025 and future Fiscal Year 2026 budgets.

REVIEWED BY: [x] Finance /s/ [x] Counsel /s/

Respectfully,

 /s/
Bryan Crowley
Information Systems Manager

Attachment(s): Portola Systems Contract Amendment No. 2

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND PORTOLA SYSTEMS, INC.**

This Second Amendment dated as of June 18, 2024 (the “Second Amendment”), to the Agreement for Consultant Services by and between Portola Systems, Inc. (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of July 1, 2021 (the “Original Agreement,” as amended and supplemented by the First Amendment and now this Second Amendment, the “Agreement”).

RECITALS

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement on July 1, 2021 to provide management, maintenance and configuration support of the SMART Station Network (“SSN”); and

WHEREAS, SMART and CONSULTANT previously entered into the First Amendment on July 26, 2023 to increase the not-to-exceed amount by \$45,000 for a total not-to-exceed amount of \$767,460.00; and

WHEREAS, SMART desires to amend the Agreement to extend the term of the Agreement through June 30, 2026 exercising both one-year options to extend available in the Agreement and increase the not-to-exceed amount by \$622,540.00 for a total not-to-exceed amount of \$1,319,000.00; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **“ARTICLE 5. PAYMENT”**. Section 5.02 is hereby deleted and replaced with the following:

“Section 5.02 Section 5.02 Consultant shall be paid in accordance with the rates established in Exhibit B; provided, however, that total payments to Consultant shall not exceed \$1,319,000.00, without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the names and classifications of the persons performing the work; (iii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) copies of SmartNet receipts; and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART’s Travel Guidelines and must receive prior approval. Consultant’s reimbursement for materials/expenses shall not include items already included in Consultant’s overhead as may be billed as a part of its labor rates

set forth in Exhibit B. SMART does not reimburse Consultant for travel time.”

2. **“ARTICLE 6. TERM OF AGREEMENT”**. Section 6.01 is hereby deleted and replaced in its entirety with the following:

“Section 6.01. The term of this Agreement shall remain in effect through June 30, 2026, unless terminated earlier in accordance with the provisions of Article 7 below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first set forth above.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Eddy Cumins, General Manager

PORTOLA SYSTEMS, INC.

Dated: _____

By _____
Ryan Miller, Executive Vice President

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel



June 18, 2024

Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

Rachel Farac
Transportation Authority of Marin

Debora Fudge
Sonoma County Mayors' and Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and Councilmembers Association

Mary Sackett
Marin County Board of Supervisors

Eddy Cumins
General Manager

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

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

SUBJECT: Intelligent Technology Solutions, LLC (ITS) Contract Amendment No. 1

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Contract Amendment No. 1 to Contact No. OP-IS-20-002 with Intelligent Technology Solutions, LLC (ITS) in an amount of \$428,000 for a total not-to-exceed amount of \$1,211,000. This amendment provides an optional two-year extension for Maximo Software as a Service (SaaS) and associated support services.

SUMMARY

SMART maintains an existing contract with ITS for ongoing maintenance support and development of the IBM Maximo Maintenance Management System. To ensure continued operation of the system, SMART recommends executing the optional two-year extension. SMART Also recommends increasing the contract not-to-exceed amount by \$428,000 for a new not-to-exceed amount of \$1,211,000 for the term of the Agreement.

BACKGROUND:

The Federal Railroad Administration ("FRA") requires each railroad to ensure compliance with maintenance of both fixed and mobile assets. SMART uses Maximo reports to help maintain compliance with these requirements.

ITS, LLC collaborates with SMART staff to procure, and maintain SMART's existing Maximo SaaS. ITS performs system maintenance as well as consulting services for continuous improvement. Under the existing contract, ITS develops, needed training materials for new processes, develop requested reports, and provide related services as needed. Multiple SMART departments use Maximo. Below is a brief overview of how each department uses the system:

- Operations: FRA Required reports, dispatch log, preventive and corrective maintenance (work orders), asset tracking, and inventory.

- IT: Service Requests, inventory tracking, asset tracking, preventive maintenance
- Finance and Procurement: Inventory and asset financial reporting

Staff recommends authorizing the General Manager to execute Contract Amendment No. 1 to Contract No. OP-IS-20-002 with ITS for IBM Maximo Software as a Service (SaaS) and associated support services.

FISCAL IMPACT: The Fiscal impact of the amendment is \$428,000. The funds are assumed in Fiscal Year 2025 and future Fiscal Year 2026 budgets.

REVIEWED BY: [x] Finance /s/ [x] Counsel /s/

Respectfully,

/s/

Bryan Crowley
Information Systems Manager

Attachment(s): ITS Contract Agreement Amendment No. 1

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND INTELLIGENT TECHNOLOGY SOLUTIONS, LLC**

This First Amendment dated as of June 18, 2024 (the “First Amendment”), to the Agreement for Consultant Services by and between Intelligent Technology Solutions, LLC (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of April 1, 2021 (the “Original Agreement,” as amended and supplemented by this First Amendment, the “Agreement”).

RECITALS

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement on April 1, 2021 to provide ongoing maintenance support and development of SMART’s existing IBM Maximo Maintenance Management System; and

WHEREAS, SMART desires to amend the Agreement to extend the term through June 30, 2026 utilizing the available two-year option to extend in the Agreement and increase the not-to-exceed amount by \$428,000.00 for a total not-to-exceed amount of \$1,211,000.00; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **“ARTICLE 5. PAYMENT”**. Section 5.02 is hereby deleted and replaced with the following:

“Section 5.02 Consultant shall be paid in accordance with the rates established in Exhibit B; provided, however, that total payments to Consultant shall not exceed \$1,211,000.00 without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis for hourly support services in a form approved by the Chief Financial Officer. The annual SaaS license fees shall be prepaid in advance for each licensing term. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART’s Travel Guidelines and must receive prior approval. Consultant’s reimbursement for materials/expenses shall not include items already included in Consultant’s overhead as may be billed as a part of its labor rates set forth in Exhibit B. SMART does not reimburse Consultant for travel time.

2. **“ARTICLE 6. TERM OF AGREEMENT”**. Section 6.01 is hereby deleted and replaced in its entirety with the following:

“Section 6.01. The term of this Agreement shall remain in effect through June 30, 2026, unless terminated earlier in accordance with the provisions of Article 7 below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first set forth above.

**SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT**

Dated: _____

By _____
Eddy Cumins, General Manager

**INTELLIGENT TECHNOLOGY SOLUTIONS,
LLC**

Dated: _____

By _____
Richard Minnigh, Vice President of Operations

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel



Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

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www.SonomaMarinTrain.org

June 18, 2024

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

SUBJECT: Adopt a Resolution Authorizing the General Manager to Execute Change Order 004 to Contract No. CV-BB-23-002 with Ghilotti Brothers, Inc. in the amount of \$827,571.48 and a contract time extension to March 31, 2025

Dear Board Members:

RECOMMENDATION:

Adopt Resolution No 2024-21 Authorizing the General Manager to execute Change Order 004 to Contract No. CV-BB-23-002 with Ghilotti Brothers, Inc. in the amount of \$827,571.48 for a total-not-exceed contract amount of \$4,385,345.80 and a contract time extension to March 31, 2025. This change order revises the type of retaining walls to account for poor soil conditions.

SUMMARY:

The McInnis Parkway to Smith Ranch Road bicycle and pedestrian pathway project in San Rafael constructs a 0.7-mile multi-use class I pathway and upgrades 0.2 miles of class III pathway.

Construction began in September of 2023. The project team quickly discovered how challenging the environment was when a very large tractor partially sank into the mud. As construction progressed, it became apparent that different types of retaining walls might be required in order to adjust to the site conditions. The bay mud proved to be a formidable challenge as well as the tidal nature of the Gallinas Creek. The project team paused construction to evaluate alternative types of retaining walls and to redesign portions of the project.

SMART provided the contractor with a revised design in March of this year. The contractor evaluated and priced the revised design. SMART staff negotiated a fair and reasonable change order price with the contractor that addresses the changed design, different retaining wall design, and time to complete the work.

Staff recommends approving Resolution Number 2024-21 authorizing the General Manager to execute Change Order 004 to Contract No. CV-BB-23-002 with Ghilotti Brothers, Inc. in the amount of \$827,571.48 for a total-not-exceed contract amount of \$4,385,345.80 and a contract time extension to March 31, 2025.

FISCAL IMPACT: Expenditure authority and funding are included in the Fiscal Year 2023-24 budget.

REVIEWED BY: [x] Finance /s/ [x] Counsel /s/

Very truly yours,

 /s/
Bill Gamlen, P.E.
Chief Engineer

Attachment(s): Resolution No. 2024-21

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CHANGE ORDER 004 TO CONTRACT NO. CV-BB-23-002 WITH GHILOTTI BROTHERS, INC. FOR THE CONSTRUCTION OF NON-MORTORIZED PATHWAY BETWEEN MCINNIS PARKWAY AND SMITH RANCH ROAD IN SAN RAFAEL

WHEREAS, The Sonoma-Marín Area Rail Transit District (SMART) executed construction contract CV-BB-23-002 with Ghilotti Brothers, Inc. on July 19, 2023 to construct a non-motorized pathway between McInnis Parkway and Smith Ranch Road; and

WHEREAS, Field conditions proved to be more challenging to construct due to extensive bay mud and tidal waters of the adjacent Gallinas Creek; and

WHEREAS, SMART redesigned the project to incorporate a different type of retaining wall to better handle the site conditions; and

WHEREAS, SMART and Ghilotti Brothers, Inc. negotiated a mutually agreeable price and time extension for the revised project; and

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF SMART HEREBY FINDS, DETERMINES, DECLARES, AND ORDERS AS FOLLOWS:

1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The Change Order 004 to Contract No. CV-BB-23-002 with Ghilotti Brothers, Inc. in the amount of \$827,571.48 for a total not-to-exceed contract amount of \$4,385,345.80 and time extension to March 31, 2025, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby awarded.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 18th day of June 2024, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eric Lucan, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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

Contract No.: CV-BB-23-002
 Contract Title: McInnis Parkway to Smith Ranch Road Non-Motorized Pathway
 Change Order No: 004
 Title: Eco-Block Wall

**Issued to:**

Ghilotti Brothers, Inc.
 525 Jacoby Street
 San Rafael, California 94901

CO Title: Eco-Block Wall**Change Notice References:** 005.1**The original Contract Price due to this CO will be changed by:** \$827,571.48**The Contract Time due to the CO will be extended by:** 112 Working 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:

Remove the mechanically stabilized embankment wall from the scope of work and replace it with an ecology block wall, adjusting bid quantities to match scope needs, and extending time of the contract. The details of the revised scope of work are included in Change Notice 005.1 which is incorporated into this Change Order 004. Change Order 004 is summarized as follows:

1. Remove remaining mechanically stabilized embankment block wall from the scope of work.
2. Replace mechanically stabilized embankment block wall with Ecological Block wall as identified in the CN 005.1 drawings.
3. Adjust certain contract bid items per Table 1 on the next page to address the revised scope of work.
4. Replace the contract bid item sheet with the revised bid item sheet as described in Table 2.
5. All field work shall be completed by January 15, 2025.

EXHIBIT "A"

Contract No.: CV-BB-23-002
 Contract Title: McInnis Parkway to Smith Ranch Road Non-Motorized Pathway
 Change Order No: 004
 Title: Eco-Block Wall



Table 1: Bid Item Changes

Pay Item No.	Description	Current Quantity*	Change in Quantity	Updated Quantity	Unit	Unit Price	Change Amount
Bid Item Adjustments Per CO No. 004							
Bid Item 3	Erosion Control	1.0	-0.28	0.72	LS	\$100,000.00	\$(28,333.00)
Bid Item 9	Remove Bollard	3	-2	1	EA	\$175.00	\$(350.00)
Bid Item 10	Remove Tree	18	1	19	EA	\$1,200.00	\$1,200.00
Bid Item 25	Vegetated Swale	400	-400	0	LF	\$11.00	\$(4,400.00)
Bid Item 26	Rock Outfall	1	-1	0	CY	\$800.00	\$(800.00)
Bid Item 27	Ballasted Swale	680	-680	0	LF	\$13.00	\$(8,840.00)
Bid Item 28	Pathway Earthwork – Cut	900	-398	502	CY	\$75.00	\$(29,850.00)
Bid Item 29	Pathway Earthwork - Fill	1,900	-634	1,266	CY	\$22.00	\$(13,948.00)
Bid Item 48	Mechanically Stabilized Embankment	4,984.95	-3,843.62	1,141.33	SF	\$122.00	\$(468,921.41)
Bid Item 50	Structure Backfill	22	21	43	CY	\$300.00	\$6,300.00
Bid Item 52	Structural Concrete	26	9.75	35.75	CY	\$1,300.00	\$29,250.00
CO-001	Salt Marsh Harvest Mouse Fencing	1	-0.52	0.48	LS	\$53,475.00	\$(27,838.80)
Subtotal Amount							\$(546,531.21)
Change Order 004							
CO-004	Block Wall Changes	New		1	LS	\$1,374,102.69	\$1,374,102.69
Total Change Order CO 004 Amount							\$827,571.48

* Current Quantities reflect changes in Change Order 002 – Sheet Pile Wall

EXHIBIT "A"

Contract No.: CV-BB-23-002
 Contract Title: McInnis Parkway to Smith Ranch Road Non-Motorized Pathway
 Change Order No: 004
 Title: Eco-Block Wall



Table 2: Revised Bid Item Table

Bid Item	Description	Qty.	Unit Cost	Amount
1	Mobilization	1.00	\$211,489.00	\$211,489.00
2	Signs and Traffic Control	1.00	\$15,000.00	\$15,000.00
3	Erosion Control / Water Pollution Control	1.00	\$71,667.00	\$71,667.00
4	Temporary Construction Fencing	1.00	\$20,000.00	\$20,000.00
5	Clearing and Grubbing	1.00	\$172,000.00	\$172,000.00
6	Remove Asphalt Concrete	1.00	\$4,000.00	\$4,000.00
7	Remove Rip Rap	1.00	\$500.00	\$500.00
8	Roadway Excavation	1.00	\$5,000.00	\$5,000.00
9	Remove Bollard	1.00	\$175.00	\$175.00
10	Remove Tree	19.00	\$1,200.00	\$22,800.00
11	Remove Gate	2.00	\$330.00	\$660.00
12	Remove Fence	25.00	\$25.00	\$625.00
13	Hot Mix Asphalt	2,100.00	\$209.00	\$438,900.00
14	Class II Aggregate Base	555.00	\$375.00	\$208,125.00
15	Concrete Walkway	380.00	\$30.00	\$11,400.00
16	4' Chain Link Fence (Type CL-4, Blk. Vinyl Clad)	217.00	\$75.00	\$16,275.00
17	6' Chain Link Fence (Type CL-6, Standard)	5,686.00	\$29.00	\$164,894.00
18	6' Chain Link Fence (Type CL-4, High Security)	1,033.00	\$37.00	\$38,221.00
19	4' Wide Man Gate	3.00	\$3,020.00	\$9,060.00
20	6' Tall Sliding Gate (15' Width)	1.00	\$9,040.00	\$9,040.00
21	Replacement Double Leaf Swing Gate (20' Total Width)	1.00	\$9,480.00	\$9,480.00
22	Pedestrian Crossing Gate Foundation	2.00	\$8,650.00	\$17,300.00
23	Pedestrian Crossing Emergency Swing Gate	2.00	\$8,535.00	\$17,070.00
24	Removable Bollard	1.00	\$2,000.00	\$2,000.00
25	Vegetated Swale	0.00	\$11.00	\$0.00
26	Rock Outfall	0.00	\$0.00	\$0.00
27	Ballast Swale	0.00	\$13.00	\$0.00
28	Pathway Earthwork - Cut	502.00	\$75.00	\$37,650.00
29	Pathway Earthwork - Fill	1,266.00	\$22.00	\$27,852.00
30	Detectable Warning Surface	5.00	\$1,600.00	\$8,000.00
31	10' ADA Precast Grade Crossing Concrete Panel	1.00	\$20,000.00	\$20,000.00
32	Pedestrian and Cyclist Urban Multi Eco Counter	1.00	\$19,790.00	\$19,790.00
33	Relocate Sign	2.00	\$350.00	\$700.00
34	Roadside Sign and Post	41.00	\$350.00	\$14,350.00
35	Fence-Mounted Panel Sign	2.00	\$350.00	\$700.00
36	Solar-Powered Pedestrian Activated Crossing System	1.00	\$43,760.00	\$43,760.00
37	Pavement Striping	1,100.00	\$10.00	\$11,000.00

EXHIBIT "A"

Contract No.: CV-BB-23-002
 Contract Title: McInnis Parkway to Smith Ranch Road Non-Motorized Pathway
 Change Order No: 004
 Title: Eco-Block Wall



38	Pavement Marking	1,442.00	\$12.00	\$17,304.00
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Table 2 Continued: Revised Bid Item Table

Bid Item	Description	Qty.	Unit Cost	Amount
39	Watch for Train Stencils	10.00	\$400.00	\$4,000.00
40	4" Sch-80 PVC Culvert Pipe	37.00	\$130.00	\$4,810.00
41	6" Sch-80 PVC Culvert Pipe	122.00	\$133.00	\$16,226.00
42	24"x24" Precast Concrete Bottomless Culvert	1.00	\$7,000.00	\$7,000.00
43	Extend 42" RCP Culvert	1.00	\$15,000.00	\$15,000.00
44	18" Grate Inlet	2.00	\$4,000.00	\$8,000.00
45	Adjust Utility Box to Finished Grade	1.00	\$1,100.00	\$1,100.00
46	Adjust Cleanout to Finished Grade	1.00	\$1,100.00	\$1,100.00
47	Rock Slope Protection	10.00	\$475.00	\$4,750.00
48	Mechanically Stabilized Embankment (Retaining Wall)	1,141.33	\$122.00	\$139,242.75
49	Structure Excavation	32.00	\$200.00	\$6,400.00
50	Structure Backfill	43.00	\$300.00	\$12,900.00
51	30" Cast-In-Drilled-Hole Concrete Piling	206.00	\$560.00	\$115,360.00
52	Structural Concrete	35.75	\$3,000.00	\$107,250.00
53	Structural Concrete with Polymer Fiber	17.00	\$1,300.00	\$22,100.00
54	Bar Reinforced Steel	1.00	\$70,000.00	\$57,015.00
55	Prefabricated Pedestrian Bridge	1.00	\$400,000.00	\$314,672.00
56	Structural Concrete, Approach Slab	6.00	\$1,900.00	\$11,400.00
57	Miscellaneous Metal, Bridge	1.00	\$15,000.00	\$15,000.00
58	Pull Boxes	4.00	\$3,010.00	\$12,040.00
59	4" Sch-80 PVC Signal Conduits (Bore)	164.00	\$150.00	\$24,600.00
60	4" Sch-80 PVC Signal Conduits (Trench)	34.00	\$145.00	\$4,930.00
61	Allowance - Unforeseen Site Conditions	1.00	\$100,000.00	\$100,000.00
			Total	\$2,671,682.75

EXHIBIT "A"

Contract No.: CV-BB-23-002
Contract Title: McInnis Parkway to Smith Ranch Road Non-Motorized Pathway
Change Order No: 004
Title: Eco-Block Wall



IN WITNESS WHEREOF, the Sonoma - Marin Area Rail Transit District and Ghilotti Brother, Inc, have executed this Change Order as of the last date written below.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:

Concurred By: _____
Alexandra Majoulet, Project Manager **Date**

Concurred By: _____
Bill Gamlen, Chief Engineer **Date**

Reviewed By: _____
Heather McKillop, Chief Financial Officer **Date**

The undersigned agrees to the terms and conditions described herein.

GHILOTTI BROTHER, INC.

Printed Name: _____

By: _____
Authorized Signatory for Contractor **Date**

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:

By: _____
Eddy Cumins, General Manager **Date**



Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

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www.SonomaMarinTrain.org

June 18, 2024

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

SUBJECT: Appointment of General Counsel and Approval of Employment Agreement

Dear Board Members:

RECOMMENDATION:

Appoint Jessica Sutherland to the position of General Counsel and approve employment agreement, effective July 8, 2024.

SUMMARY:

Following the announced retirement of SMART's General Counsel, Thomas Lyons, SMART's Assistant General Counsel, Jessica Sutherland, applied for the position.

Jessica has over 21 years of legal experience, including nearly eight years as the Assistant General Counsel for SMART. Jessica joined SMART in 2016 before SMART began to operate passenger service and has assisted the SMART team through the transition from implementation and construction to a fully operating railroad with continuous expansion. Jessica has been advising the Board, executive team and divisions within SMART on regulatory and legal matters and represents SMART in litigation matters. She has been working closely with the General Counsel in managing the Legal Department, developing legal strategy and budget.

In May, the Board interviewed Jessica for the General Counsel position. The Board Chair formed an Ad Hoc Committee comprised of Chair Lucan, Director Pahre, and Director Sackett to negotiate terms of the employment contract. The Ad Hoc Committee unanimously recommends approving the employment agreement appointing Jessica Sutherland as SMART's General Counsel effective July 8, 2024.

Employment agreement highlights include:

- Term of Employment: Five (5) years commencing July 8, 2024.
- Annual Salary: \$285,000
- Cell phone and car allowance of \$300 per pay period.
- Ability to participate in all benefits programs available to SMART employees as specified in SMART's personnel policies and benefits summary.

Very truly yours,
/s/
Eddy Cumins
General Manager

Attachment(s): Employment Agreement for General Counsel

EMPLOYMENT AGREEMENT FOR
GENERAL COUNSEL

This Agreement is made this 18th day of June 2024 by and between the Sonoma-Marín Area Rail Transit District, (hereinafter “SMART”) and JESSICA SUTHERLAND (hereinafter called “EMPLOYEE”).

WITNESSETH:

WHEREAS, SMART desires to retain EMPLOYEE as its General Counsel; and,

WHEREAS, EMPLOYEE acknowledges that by accepting the position of General Counsel, she will be an at-will employee.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Term of Employment.
SMART hereby employs EMPLOYEE in the position of General Counsel for a period of 5 (five) years, commencing on July 8, 2024, and ending on July 8, 2029, subject however, to termination as herein provided.
2. Duties.
EMPLOYEE shall perform the duties of General Counsel as set forth in the SMART job specification, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the General Manager or SMART Board of Directors.
3. Compensation, Benefits, and Leaves.
 - (a) EMPLOYEE's salary shall be \$285,000, per annum. SMART, in its sole discretion, may consider annual increase(s) of up to 5% to EMPLOYEE's salary within the employee's approved salary range. EMPLOYEE shall be entitled to the same Cost of Living Adjustments, (COLA) generally available to SMART unrepresented employees once employee has reached the top of the salary range.
 - (b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to SMART Management/Exempt unrepresented Employees as specified in SMART's personnel policies and Benefit Summary; However, EMPLOYEE shall accrue vacation leave at 19 days per annum. EMPLOYEE shall pay her portion of PERS TIER 3 retirement contributions, currently at 8.55%.
 - (c) EMPLOYEE shall receive a cell phone and car allowance of \$300 per pay period.
4. Performance Review.
The General Manager shall prepare an annual report of EMPLOYEE's performance and shall, upon request by the Board Chair, provide a copy of the performance evaluation to the Board. Should the Board wish to discuss the EMPLOYEE's

performance, the Board may do so at any time by scheduling a closed session meeting for such purposes. EMPLOYEE agrees that concerns that the SMART Board of Directors or the individual members of the Board have concerning EMPLOYEE's performance are not "specific complaints or charges brought against an employee by another person or employee" as that phrase is used in Government Code §54957 and that the notice requirement of that section is, under those circumstances, inapplicable.

5. Expiration and Non-renewal.

At the expiration of the term of this Agreement, EMPLOYEE 's employment shall automatically terminate. SMART agrees to give written notice of its intention of non-renewal at least 60-days in advance of the expiration of this Agreement; provided, however, that failure to give said notice of non-renewal shall cause this Agreement to be extended for an additional period of 60-days from date of notice of non-renewal and shall not result in an automatic renewal of the agreement. Upon expiration of the Agreement, EMPLOYEE shall be entitled to the same benefits as those described in Exhibit B paragraph 2. In no event shall this Agreement be construed to extend beyond the five-year term provided in Section 1 or the additional 60-days as provided herein.

6. Termination.

- (a) EMPLOYEE shall serve at the will and pleasure of the SMART Board of Directors and may be terminated at the will of the Board as provided in Exhibit B. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post termination notice (except as set forth in the first sentence of Section 3 of Exhibit B) and hearing.
- (b) EMPLOYEE may terminate her employment at any time by delivering to the SMART Board of Directors her written resignation. Such resignation shall be irrevocable and shall be effective not earlier than (60) calendar days following delivery. With the approval of the Board of Directors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Directors or with its approval, the originally scheduled date of resignation may be extended for any agreed upon period of time.
- (c) From the date upon which EMPLOYEE either resigns or is notified of SMART's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote her full time, attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist SMART in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to affect a smooth transition in the leadership of SMART.
- (d) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with SMART.

7. Nonassignability.
EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of SMART's General Manager.

8. Compliance with Law.
EMPLOYEE shall, during her employment hereunder comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor which materially impacts SMART, is a material breach of this Agreement relieving SMART of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination pursuant to this Agreement.

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

10. No Representations or Warranties on Tax or Retirement Issues.
EMPLOYEE acknowledges and agrees that SMART has not made any representation or warranties regarding tax consequences or retirement compensation pertaining to her salary and benefits.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: _____
Eric Lucan, Chair
Board of Directors

ATTEST:

By _____
Leticia Rosas, Clerk of the Board

EMPLOYEE

By: _____
Jessica Sutherland

EXHIBIT A: to Employment Agreement with Jessica Sutherland –
Job Description for the Position of General Counsel

DEFINITION

Under policy direction, provides a wide range of professional legal services, assistance, and advice to the Board of Directors, all District departments, the General Manager, and various boards, committees, and commissions; plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Legal Department; coordinates assigned activities with other District departments, officials, outside agencies, and the public; fosters cooperative working relationships among District departments, with intergovernmental and regulatory agencies, and various public and private groups; performs related work as assigned

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Board of Directors and General Manager. Exercises general supervision and direction over professional and legal support staff.

CLASS CHARACTERISTICS

This is an executive management position that is contracted with the District Board of Directors. Oversees, directs, and participates in all activities of the Legal Department, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the General Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy and program activities, District and role of an elected Board of Directors, and the ability to develop, oversee, and implement projects and programs in a variety of areas. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering District goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all Legal Department programs, services, and activities including civil litigation, prosecuting and defending matters in state and federal courts and before various tribunals, administrative hearings, legislative and court decisions, and legal contracts.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the Department; establishes, within District policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments, as necessary.

- Selects, trains, motivates, and directs Department personnel; evaluates and reviews work for acceptability and conformance with department standards; works with employees to correct deficiencies; implements discipline and termination procedures.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and District needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Monitors legal, regulatory, and technology changes and court decisions that may affect the work of the department.
- Renders opinions in writing and orally for Board of Directors, General Manager, boards, committees, commissions, and department staff regarding routine and complex matters; attends Board of Directors and committee meetings as requested.
- Prepares, reviews, and assists in the negotiation of proposed agreements; prepares and reviews ordinances, resolutions, bonds and financing papers, insurance policies, deeds, pleadings, contracts, and other legal documents relating to District affairs.
- Represents the department to other District departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Provides highly complex and professional staff assistance to the Board of Directors, General Manager, and other District departments.
- Prepares correspondence and legal opinions; monitors developments including proposed legislation and court decisions related to District activities and evaluates their impact on District operations.
- Reviews and determines the feasibility of legal contracts, MOUs, briefs, memoranda, opinions, resolutions, leases, conveyances, purchase and sale agreements, licenses, bylaws, and other legal documents.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of municipal law and other services as they relate to the area of assignment.
- Monitors changes in laws, regulations, and technology that may affect District or departmental operations; implements policy and procedural changes as required.
- Provides in-house training for the Board of Directors, boards, committees, commissions, and staff relating to various matters.
- Responds to public inquiries and complaints and assists with resolutions and alternative recommendations; serves as a spokesperson for the department at a variety of community events, meetings, and other public relations activities.
- Ensures staff observe and comply with all District and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development.
- Principles and practices of budget administration.
- General principles of risk management related to the functions of the assigned area.
- Functions, responsibilities, and limitations of an elected board.
- Federal and California civil and legislative law.
- Principles and practices of constitutional, civil, and administrative law and procedures.
- Rules of evidence and conduct of court proceedings in trial and appellate court, rules of evidence and conduct of court proceedings in trial and appellate court.
- Statutes and administrative rules of the California Public Utilities Commission, Federal Railroad Administration, OSHA, Surface Transportation Board, State and Federal Department of Labor and Public Employment Relations Board.
- Methods and techniques of developing technical and administrative reports, and business correspondence.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel, delegate District and responsibility.
- Advise on legal principles, practices and procedures related to contracts, MOUs, labor, real property, administrative, environmental, permits, construction, grants, compliance, ADA, tort, premise liability, passenger and freight operation matters, particularly as applied to public agencies.
- Advise on functions of a public agency, powers, duties, scope and District of public transit agencies.
- Respond to or appear in State and Federal Court Proceedings and Administrative Hearings, regulatory proceedings and regulatory oversight, particularly as they relate to the California Public Utilities Commission (CPUC), Federal Railroad Administration (FRA), Surface

Transportation Board (STB), Federal Transportation Administration (FTA), Department of Transportation (DOT).

- Analyze complex legal issues and apply relevant legal principles and practices.
- Prepare and present legal information in a clear and concise manner, both orally and in writing.
- Advise on project permitting, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) and other environmental clearance requirements.
- Effectively represent the District and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Juris Doctor Degree from an accredited college or university.

Experience:

- Eight (8) years of increasingly responsible experience in public agency or private law firm, or a related field, including five (4) years of management and administrative experience.
- Transit agency experience desired. Rail transit experience preferred.

Licenses and Certifications:

- Active membership in good standing in the State Bar of California and ability to gain admission to the Bar for the Federal District Court for the Northern District of California.
- Possession of a valid California Class C driver's license, to be maintained throughout employment.

PHYSICAL DEMANDS

- Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; drive between various District locations; ability to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification; may require prolonged periods in a stationary position, movement about the inside of an office, positioning self in various stances or postures in the performance of daily activities. This position may require repetitive

operation using a computer keyboard or calculator involving repetitive motion of the wrists, hands or fingers; This position may require the ability to perform activities such as preparing and analyzing data and figures, transcribing, viewing a computer terminal, and/or extensive reading; This position may require expressing or exchanging information by means of the spoken word when dealing with clients, customers, or other employees; This position may require perceiving the nature of sounds at normal speaking levels with or without correction and ability to receive detailed information through oral communication. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 pounds.

ENVIRONMENTAL CONDITIONS

- Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

SMART is an equal opportunity employer.

EXHIBIT B: to Employment Agreement with Jessica Sutherland
Termination and Administrative Leave Provisions

1. As provided in the Employment Agreement, to which this Attachment B is attached and incorporated, SMART may terminate EMPLOYEE's employment as set forth herein.

2. Termination with Severance Compensation.
Termination of EMPLOYEE's employment may be affected by SMART giving sixty (60) days' prior written notice to EMPLOYEE. Upon such termination, EMPLOYEE shall be entitled to additional salary and deferred compensation equal to that which would accrue during ninety (90) calendar days following termination and to be computed at the rate applicable on the date of termination plus the cash equivalent of all accumulated vacation and unused sick leave as of the day of termination. EMPLOYEE's health benefits and SMART's portion of the retirement and health premium contributions shall continue to remain in effect for a period of ninety (90) calendar days from the date of termination. EMPLOYEE's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against SMART arising out of her employment.

3. Termination without Severance Compensation.
SMART may terminate EMPLOYEE's employment without obligation to pay severance at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by SMART depositing a written notice in the United States mail that is addressed to EMPLOYEE at her last known address. After termination without severance pay has been affected, EMPLOYEE shall have no further rights under this agreement or to continued employment with SMART. Just cause for termination without severance pay includes, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; unauthorized use of SMART vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a SMART vehicle; unauthorized possession of weapons or explosives on SMART premises; violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to SMART property; sexual harassment of or unlawful discrimination against another employee or applicant for employment; violence or threatening behavior; stealing SMART money or property; dishonesty; loss of professional license; and failing a drug or alcohol test.

4. Statement of Reasons for Termination.
SMART and EMPLOYEE will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the SMART Board of Directors may, in its sole discretion, publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board at a regular or special meeting following the disclosure required by Section 54957.1 of the Government Code. A copy of the statement shall be made for EMPLOYEE and kept for employee in the office of the Board's Clerk. Within ninety (90) calendar days following the announcement of

termination, EMPLOYEE may present a written response to the Board which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning EMPLOYEE's termination without severance pay.

5. Administrative Leave.

Upon receiving a specific complaint or charge brought against EMPLOYEE by another person or employee, the General Manager for SMART may place EMPLOYEE on administrative leave when, in the sole opinion of the General Manager, EMPLOYEE's removal from office would be in the best interests of SMART. The General Manager's decision to place EMPLOYEE on administrative leave is subject to ratification by the Board of Directors at its next noticed Board closed session meeting. The administrative leave with compensation will commence on the General Manager's delivery to EMPLOYEE's office of a written notice to that effect. Upon the delivery of the notice to EMPLOYEE's office, performance of EMPLOYEE's job duties under this agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. SMART and EMPLOYEE agree that SMART will incur damages, if, during the period of administrative leave, EMPLOYEE performs or attempts to perform any of the duties of her position, or in any other way interferes with the administration or operation of SMART. SMART and EMPLOYEE agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if EMPLOYEE performs or attempts to perform any of the duties provided in the job specification for the position of General Counsel, or in any other way interferes with the administration or operation of SMART, SMART's duties to compensate EMPLOYEE under the Agreement are discharged for each day during which EMPLOYEE engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the General Manager's delivery to EMPLOYEE's office of a written notice to that effect.



Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Chris Coursey
Sonoma County Board of Supervisors

Rachel Farac
Transportation Authority of Marin

Debora Fudge
Sonoma County Mayors' and Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and Councilmembers Association

Mary Sackett
Marin County Board of Supervisors

Eddy Cumins
General Manager

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

June 18, 2024

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

SUBJECT: Award Fehr & Peers Contract No. PL-PS-24-002

Dear Board Members:

RECOMMENDATION

Authorize the General Manager to Award Contract No. PL-PS-24-002 with Fehr & Peers in an amount not-to-exceed \$438,311 to provide the technical services and support for the development of SMART's Quality of Life and Economic Impact Assessment.

SUMMARY

In March 2023, SMART applied to Caltrans' Sustainable Transportation Planning Grant Program to obtain grant funding for a Quality of Life and Economic Impact Assessment. On Wednesday, August 30, 2023, SMART was notified that the project was selected for \$400,000 in funding. In September 2023, the SMART board approved Resolution No. 2023-30, authorizing the General Manager to enter into a Restricted Grant Agreement (RGA) with Caltrans, which was executed in February 2024.

Upon receiving a notice to proceed from Caltrans, SMART issued a Request for Proposal on March 6, 2024, to solicit a Consultant to conduct SMART's Quality of Life and Economic Impact Study under Solicitation No. PL-PS-24-002. Five (5) Proposals were received from the following firms:

1. ECONorthwest
2. Economic & Planning Systems, Inc.
3. Fehr & Peers
4. Steer Davie & Gleave Inc.
5. STV Incorporated

The Proposals were evaluated by a Selection Committee using the criteria established in the RFP, which included the project approach, timeline for completion, demonstrated history of performing similar work, key personnel qualifications, and price.

The evaluation process also included interviews with the top two highest scoring proposers, and negotiations with the selected proposer. Following the evaluation process, the Selection Committee made the determination that the Proposal submitted by Fehr & Peers provides the overall best value to SMART and is recommending the firm for the award of this contract.

BACKGROUND

SMART began passenger rail service in 2017, with first five years of operations affected by numerous federally declared disasters including fires, floods, and a global pandemic. The effects of these events were far-reaching, including population relocation, community rebuilding, shifts across job sectors, and altered travel and commuting patterns. Despite these events, SMART’s ridership has recovered and surpassed pre-pandemic levels. As we approach our seventh year of passenger rail service, the timing is right for SMART to evaluate our impacts to date and develop a vision for the future.

The objective of the Quality of Life and Economic Impact Assessment is to examine SMART’s role in driving outcomes for key quality of life factors including mobility, the economy, land use, the environment, public health, safety, access to opportunity, and equity. The findings of this effort will guide decision-making to optimize our transit investment outcomes, including improved access to opportunity, sustainability, equity, economic vitality, and safety. Ultimately, the goal of the Quality of Life and Economic Impact Assessment is to provide SMART and its patrons, community members, and partners with a more comprehensive, data-driven picture of what benefits passenger rail service in Sonoma and Marin brings.

NEXT STEPS

Upon Board approval, SMART will execute the Agreement and issue a Notice to Proceed to Fehr & Peers to kick-off the project. Staff plans to return to the Board to provide a project overview and status updates as the project progresses.

FISCAL IMPACT: The total cost of the project is \$438,113 with \$400,000 of that total being funded through the Caltrans Sustainable Transportation Planning Grant. The remaining funds are Measure Q and are assumed in Fiscal Year 2025 budget.

REVIEWED BY: [x] Finance /s/ [x] Counsel /s/

Respectfully,

 /s/
Emily Betts
Planning Manager

Attachment(s): Fehr & Peers Contract Agreement

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of June 18, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Fehr & Peers (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in performing complex, data driven, quality of life and economic impact analysis; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to perform a comprehensive quality of life and economic impact assessment study for SMART; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

Section 2.01 The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: DOT Requirements

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Planning Manager or designee (hereinafter “SMART Manager”) will initiate all services through an Initiation Conference, which may be in person, by telephone, or by email.

Section 3.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 Scope of Work. Consultant shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the “Scope of Work”).

Section 4.02 Cooperation With SMART. Consultant shall cooperate with the SMART Manager in the performance of all work hereunder.

Section 4.03 Performance Standard. Consultant shall perform all work hereunder in accordance with the care, skill, and diligence ordinarily exercised by professionals providing similar services in the same or similar locale and under similar circumstances as to Consultant under this Agreement. If SMART reasonably determines that any of Consultant’s work is not in accordance with the standard of care set forth here in Section 4.03, SMART, in SMART’s reasonable discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SMART to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until the work conforms to the standard of care set forth here in Section 4.03; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement:

Bob Grandy, Principal-in-Charge
Matthew Ridgway, Project Director
Jess Sandoval, Project Manager
Taylor McAdam, Equity Lead
Gaby Aguilar, Planner for Mobility & Access

Melody Wu, Creative Studio
Cullen McCormick, Advisor for Creative Studio
Amy Deng, Creative Studio
Kelly Bond, Planner for Public Health
Rich Walter, AQ & GHG Lead
Mindy Flynn Craig, Outreach & Engagement Principal
Bianca Hutner, Outreach & Engagement Manager
Dena Belzer, Economic Feasibility Lead
Nate Conable, Advisor for Transit & Strategy
Bonnie Nelson, Advisor for Coalition Building & Expenditure Planning
Jeremy Klop, Advisor for Quality of Life Studies

ARTICLE 5. PAYMENT.

For all services required hereunder, Consultant shall be paid in accordance with the following terms:

Section 5.01 Consultant shall be paid for the work described in the Scope of Work (Exhibit A), in accordance with the rates identified in the “Schedule of Rates (Exhibit B). Consultant shall submit monthly invoices for work performed in the prior month. Each invoice shall include a narrative of progress made for each task. The not-to-exceed (NTE) amount of \$438,113.00 for this Agreement includes labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies; in no case shall Consultant be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement. SMART does not reimburse for travel time.

Section 5.02 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CFR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the Consultant that are determined by subsequential audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

Section 5.03 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the task is completed. SMART shall pay Consultant within 30 days after submission of accurate invoices. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2025, unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Consultant, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, the General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

ARTICLE 8. INDEMNIFICATION

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or

obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE 9. INSURANCE.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART.

Section 9.01 Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Section 9.05 Endorsements. Prior to commencing work, Consultant shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Consultant is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Consultant. Said policy shall protect Consultant and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Consultant hereby grants to SMART a waiver of any right to subrogation which any insurer of said Consultant may acquire against SMART by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

SMART reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section 9.06 Deductibles and Retentions. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

Section 9.07 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Consultant shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

- (c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Consultant shall purchase “extending reporting” coverage for a minimum of three (3) years after completion of the work.

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. At SMART’s request, Consultant shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to InsuranceRenewals@sonomamarintrain.org.

Section 9.09 Policy Obligations. Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.10 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 9.11 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 10. PROSECUTION OF WORK.

When work is requested of Consultant by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required

herein, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

ARTICLE 11. EXTRA OR CHANGED WORK.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

ARTICLE 12. REPRESENTATIONS OF CONSULTANT.

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standard of care as set forth in Section 4.03 of this Agreement, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Consultant agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” with SMART disclosing Consultant’s or such other person’s financial interests.

Section 12.06 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

Section 12.07 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications and work product, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant’s responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of

authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART. Notwithstanding the foregoing, any Pre-existing Works created by Consultant or any third parties outside of the Agreement but utilized in connection with the Agreement (the “Pre-existing Works”) shall continue to be owned by Consultant or any such third parties. Consultant agrees to notify SMART in writing of any Pre-existing Works used in connection with any work product produced under this Agreement and hereby grants to SMART and CALTRANS a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the work product.

ARTICLE 13. DEMAND FOR ASSURANCE.

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART’s right to terminate this Agreement pursuant to **Article 7**.

ARTICLE 14. ASSIGNMENT AND DELEGATION.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail or email. Notices, invoices, and payments shall be addressed as follows:

If to SMART Manager: Sonoma-Marine Area Rail Transit District
Attn: Zoe Unruh
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
zunruh@sonomamarintrain.org
707-285-8178

If to SMART Billing: Sonoma-Marine Area Rail Transit District
Attn: Accounts Payable
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
billing@sonomamarintrain.org
707-794-3330

If to Consultant: Fehr & Peers
Attn: Matthew Ridgway
140 Keller Street
Petaluma, CA 94952
m.ridgway@fehrandpeers.com
707-400-0821

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

ARTICLE 16. MISCELLANEOUS PROVISIONS.

Section 16.01 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. The

recycle logo or “chasing arrows” cannot be used on printed material unless the paper contains a minimum of 30 percent postconsumer material. If paper meets the 30 percent requirement, ask that the recycling logo be printed on the project.

Section 16.02 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.03 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.04 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.05 Drug-Free Workplace. Consultant certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 16.06 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties intend by this Agreement to establish a cooperative funding relationship, and do not intend to create a partnership, joint, venture, joint enterprise, or any other business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 16.07 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.08 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.09 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.10 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.11 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: FEHR & PEERS

By: _____
Matthew Ridgway, Vice President & Board Member

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SMART:

By: _____
Ken Hendricks, Procurement and Contracts Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with Fehr & Peers to perform SMART's Quality of Life and Economic Impact Assessment Study.

The objective of the Study is to examine the role of SMART's rail and pathway construction and operation in driving outcomes for key quality of life indicators including mobility, the economy, land use, the environment, public health, safety, accessibility, and equity. Looking at multiple time horizons, the study will quantify and contextualize SMART's contribution to the North Bay to date and the potential scale of impact that would result from securing funding to fully build out and operate SMART in the future.

Additionally, this project is to determine and demonstrate what continued investment in SMART will mean for the North Bay's mobility, economic vitality, and quality of life. The data and information generated from the study will be used to:

- a) Support SMART's community engagement with the residents and stakeholders of Marin and Sonoma County;
- b) Inform SMART's regional, state, and federal funding partners;
- c) Monitor SMART's progress and impact; and
- d) Guide future decision-making to maximize the benefits of the investment in this critical, multimodal asset in Sonoma and Marin Counties.

Consultant services will provide technical expertise to:

- a) Assess, calibrate and apply appropriate methodologies for quantitative analyses scaled accordingly to SMART's North Bay operating environment and context;
- b) Conduct the required quantitative and qualitative analyses for each of the quality of life indicators;
- c) Develop and execute targeted outreach that supports SMART's efforts to engage with diverse stakeholders and communities in the North Bay, and engagement strategies that help supplement the Study;
- d) Narratively and graphically communicate the assessment findings in the form of a visually engaging study document; and
- e) Develop an array of visual communication tools and/or products that allow the general population to engage with the data and findings generated by the study.

This Study is funded through the California Department of Transportation's (Caltrans) Sustainable Transportation Planning Grant Program. As such, Caltrans designated staff will participate throughout the life of the project to support the project development and adherence to conditions of the grant. SMART and the Consultant will be responsible for complying with the conditions of the grant and the Final Study deliverable will be given to Caltrans so that SMART meets its commitments as the grantee.

II. **Project Management**

All work shall be initiated, scheduled, and reviewed by SMART's Planning Manager, or designee (SMART Manager). Work may be initiated in writing or by teleconference. SMART and the Consultant shall work expeditiously to ensure the issuance of access permits when necessary to perform work activities.

III. **Scope of Work**

Consultant shall perform the following tasks under this Agreement:

A. Task 1: Study Methodology

a. Task 1.1: Project Initiation

The Consultant will prepare a kick-off meeting with SMART that includes the Caltrans-assigned project manager to initiate the project, discuss a project schedule and determine regular project coordination meetings. The Consultant shall provide meeting notes following the kick-off. Following the kick-off, the Consultant will deliver an initial project schedule to SMART for SMART's review and approval. The Consultant will update the project schedule based on SMART's input and will revise the schedule as necessary throughout the life of the project. All schedule updates will be subject to SMART's approval.

b. Task 1.2: Methodology

Consultant shall assess various data sources including existing data and forecasted data to estimate or interpolate the impact on economic and quality of life indicators due to the provision of rail service and multimodal pathway.

The Consultant shall identify and determine the appropriate methodologies for assessing impacts to mobility, land use, the economy, the environment, safety, public health, equity, and access to opportunity, using both

quantitative and qualitative methods based on industry best practices. Where applicable, the Consultant shall explore and propose appropriate ways to calibrate quantification methods that are scaled to SMART's operating context, geography and demographics.

The Consultant will need to document and explain the methodologies used and include relevant citations in a draft methodology memo. The methodology memo will need to document the limitations of the analysis. The consultant will deliver the draft memo and give a presentation of the proposed methodologies and quantification approaches to SMART for SMART's review, comment, and direction. The Consultant shall execute Tasks 2, 3, 4, 5, 6, 7 and 8 using the approved approach to the quantitative and qualitative analyses. The analyses in Tasks 2, 3, 4, 5, 6, 7, and 8 shall provide data outcomes at the local/jurisdictional scale, county scale and at the regional/multi-county scale.

With the implementation/completion of Tasks 2, 3, 4, 5, 6, 7 and 8, the methodologies, assumptions and source data may be refined or augmented, and if so, the methodologies memo will be updated to reflect these changes. The methodology memo's contents must be formatted and included as a chapter in Task 9 the draft and final Study.

The Consultant shall deliver all raw data files from Tasks 1, 2, 3, 4, 5, 6, 7, 8 and 9 to SMART.

- c. Task 1 Deliverables:
 - 1. Kick off meeting and preparation of meeting notes
 - 2. Project Schedule
 - 3. Draft Methodology Memo and Presentation
 - 4. Final Methodology Memo
 - 5. Raw data files from all tasks

B. Task 2: Mobility Impacts Assessment

- a. Task 2 - Scope of Work:

Consultant shall measure and forecast the mobility impacts resulting from SMART's pathway and rail network to date and project future impacts and outcomes under a completed SMART rail and pathway system. Using the methodologies determined in Task 1, the Consultant shall assess SMART's mobility impacts including, but not limited to, the following:

- Change in Vehicle Miles Traveled (VMT) to date.
- Future VMT impacts forecasted out to future year 2050.
- Fuel usage impacts, as it corresponds to trips shifted on to rail, to date.
- Fuel usage impacts that will result from a full build out of SMART rail and pathway in future year 2050.
- Current trips served by SMART Rail and Pathway, whether these trips are net new trips or trips shifted from other modes.
- Number of cars removed from the road due to SMART, to date and in the future.
- Projected future ridership in 2050 as it affects mobility impacts.
- Truckload equivalents handled by SMART's freight operation to date.
- Truckload equivalents forecasted through 2050.
- Active trips on the SMART Pathway to date.
- Future SMART Pathway travel projected through 2050.

The objective of this analysis is to answer how SMART has influenced travel behavior, and the associated impacts of that travel served by SMART in terms of reduced VMT and fuel saving. Additionally, this analysis will determine if there has been an increase in non-motorized modes such as walking and bicycling. Consultant shall conduct the analysis using various data sources and complemented by including sources/findings from SMART's 2023 Pathway Intercept Survey and a parallel MTC onboard survey effort.

The Consultant will organize the data and analysis into a visually engaging, narrative memo that includes charts and infographics to support the data representation and interpretation. Maps may also be prepared to interpret the geographic/locational mobility impacts. The draft memo will be presented to SMART staff for review and comment.

SMART's comments and revisions will be included in a revised memo. The revised memo will be incorporated as a study chapter as a part of Task 9.

b. Task 2 Deliverables:

1. Draft Mobility Impacts Memo and Presentation
2. Final Mobility Impacts Memo

C. Task 3: Land Use Impacts Assessment

a. Task 3 - Scope of Work:

Consultant shall measure and forecast the land use impacts resulting from the planned and constructed pathway and rail network to date and the potential future land use impacts and outcomes that would be possible with a completed SMART rail and pathway system. Using the approved methodologies determined in Task 1 and an appropriate travelshed/buffer, the Consultant shall assess SMART's impacts on land use including, but not limited to, the following:

- Changes in land use density that have occurred since the passage of Measure Q and from the commencement of operations in 2017. How has land use density changed around SMART relative to other parts of the counties?
- Changes in number of permits submitted for development adjacent to SMART, and how it compares to development outside SMART's travelshed in the counties, particularly for affordable housing.
- Changes in zoning and development intensity forecasted by zoning.
- Real estate assessment of property sales with good access to station areas since the start of SMART service compared to other properties further from station areas to determine if they have appreciated more as a result of the rail investment.
- Scenarios of the range of possible land use change achieved by 2050 with the build out of the SMART rail and pathway system.
- Regional Housing Needs Allocation targets and progress.

The Consultant will organize the data and analysis into a visually engaging, narrative memo that includes charts and infographics to support the data representation and interpretation. Maps may also be prepared to interpret the geographic/locational land use impacts. The draft memo will be presented to SMART staff for review and comment.

SMART's comments and revisions will be included in a revised memo. The revised memo will be incorporated as a study chapter as a part of Task 9.

b. Task 3 Deliverables:

1. Draft Land Use Impacts Memo and Presentation
2. Final Land Use Impacts Memo

D. Task 4: Economic Impacts Assessment

a. Task 4 - Scope of Work:

Consultant shall measure and forecast the economic impacts resulting from the existing pathway and rail network to date and the potential future economic impacts and outcomes expected with a completed SMART rail and pathway system. Using the approved methodologies determined in Task 1 and an appropriate travelshed/buffer, the Consultant shall assess SMART's impacts on the local and regional economy including, but not limited to, the following:

- Direct, indirect and induced job creation as a result of SMART, and the nature of those jobs.
- Tourism growth and transient occupancy tax trends since SMART's start of operations.
- How SMART's operations supports job sector health and growth as well as regional workforce development, and the nature of those sectors/jobs.
- How SMART influenced business decisions to locate near SMART, which could be evaluated through a survey.
- Economic output trends.
- Income trends.
- How has SMART helped leverage investment in the region and secure grants for SMART and other regional/local partners.

While a number of factors unrelated to SMART can contribute and influence economic outcomes, this economic impact assessment shall contextualize how SMART has shaped the economic outlook for the region and how SMART could continue to drive the economic vitality of Sonoma and Marin counties. The Consultant shall also calculate a multiplier that computes what each dollar invested in SMART generates for the local and regional economy. In addition to the multiplier, the analysis shall estimate economic recirculation effects stemming from SMART. The analyses shall provide data outcomes at the local/jurisdictional scale and at the regional/multi-county scale.

The Consultant will organize the data and analysis into a visually engaging, narrative memo that includes charts and infographics to support the data representation and interpretation. Maps may also be prepared to interpret the geographic/locational economic impacts. The draft memo will be presented to SMART staff for review and comment.

SMART's comments and revisions will be included in a revised memo. The revised memo will be incorporated as a study chapter as a part of Task 9.

b. Task 4 Deliverables:

1. Draft Economic Impacts Memo and Presentation
2. Final Economic Impacts Memo

E. Task 5: Access to Opportunity Impacts Assessment

a. Task 5 - Scope of Work:

Consultant shall measure and forecast the impacts of access to jobs, housing, educational and other opportunities resulting from the existing pathway and rail network to date and the potential future impacts and outcomes expected with a completed SMART rail and pathway system. Using the approved methodologies determined in Task 1 and an appropriate travelshed/buffer, the Consultant shall assess SMART's impacts on access to opportunities including, but not limited to, the following:

- Employment opportunities within .25 mile and .5 mile and 1 mile of SMART to date and the number that will be accessible with the future full buildout of SMART.
- Educational opportunities within .25 mile and .5 mile and 1 mile of SMART to date and the number that will be accessible with the future full buildout of SMART.
- Relevant research on behavioral change due to the establishment of a new rail stop or system, i.e., how this affects decision-making on jobs and housing, and how this may affect the SMART ridershed.
- Locational influence for businesses and residents assessed through survey(s) of employees/home buyers to find out if the availability of rail service was a factor in taking a job or buying a house in Sonoma or Marin County, compared to the availability of bus service. For example, surveying recent home buyers in Marin County to ask, "whether the availability of SMART rail service have a positive, negative, or neutral impact on your decision to buy a home," and asking the same for bus service to see the difference in perception.
- Health care accessibility expansion.
- Broadband access increased through SMART to date and into the future with the full build-out of SMART.
- Access to green space.

The Consultant will organize the data and analysis into a visually engaging, narrative memo that includes charts and infographics to support the data representation and interpretation. Maps may also be prepared to interpret the geographic/locational economic impacts. The draft memo will be presented to SMART staff for review and comment.

SMART's comments and revisions will be included in a revised memo. The revised memo will be incorporated as a study chapter as a part of Task 9.

b. Task 5 Deliverables:

1. Draft Accessibility Impacts Memo and Presentation
2. Final Accessibility Impacts Memo

F. Task 6: Environmental, Safety and Public Health Impacts Assessment

a. Task 6 - Scope of Work:

Consultant will look at the intersectional impacts related to the environment, safety and public health and the role SMART has played and will continue to play with complete buildout. Using the methodologies determined in Task 1 and an appropriate travelshed/buffer, the Consultant shall assess SMART's impacts on the environment, safety and public health including, but not limited to, the following:

- GHG emissions reductions achieved to date and forecasted based on the full buildout of SMART.
- Air quality improvements achieved to date and forecasted based on the full buildout of SMART.
- General statistics on GHG truck-load equivalents for rail freight compared to goods movement on trucks.
- Public health cost savings achieved to date and forecasted based on the full buildout of SMART.
- Public health benefits generated through active travel on SMART's Pathway.
- Public health benefits generated through active travel to SMART Rail stations.
- Reduced safety incidents and their related cost savings.
- How does SMART's existence help augment emergency response capabilities and improve resiliency.

The Consultant will organize the data and analysis into a visually engaging, narrative memo that includes charts and infographics to support the data representation and interpretation. Maps may also be prepared to interpret the geographic/locational economic impacts. The draft memo will be presented to SMART staff for review and comment.

SMART's comments and revisions will be included in a revised memo. The revised memo will be incorporated as a study chapter as a part of Task 9.

b. Task 6 Deliverables:

1. Draft Environmental, Safety and Public Health Impacts Memo and Presentation
2. Final Environmental, Safety and Public Health Impacts Memo

G. Task 7: Equity Impacts Assessment

a. Task 7 - Scope of Work:

This task will focus on equity and the role of SMART in both helping to remove barriers that impede equity and improving equitable outcomes. Using the methodologies determined in Task 1 and an appropriate travelshed/buffer, the Consultant shall assess SMART's impacts on equity including, but not limited to, the following:

- Affordable housing development and affordable housing accessible with SMART in a .5 mile travelshed.
- How SMART's benefits are distributed, looking both at SMART's riders and communities served.
- Share of transit dependent riders.
- Share of low-income riders.
- Combined burden of housing and transportation costs.
- The demographics of who is riding SMART and how that compares to the region.
- The demographics of who is using the SMART pathway and how that compares to the region.

- How equitable access is improved/enhanced with the existence of the SMART rail and pathway network to important resources/opportunities (e.g. schools, health care, green space, etc.)

Data from MTC’s Bay Area Transit Survey will be available to support parts of this assessment. This task will also make use of established tools that assess/measure impacts related to equity including but not limited to the CalEnviroScreen 4.0, USDOT Equitable Transportation Community Explorer, the Climate and Economic Justice Screening Tool.

The Consultant will organize the data and analysis into a visually engaging, narrative memo that includes charts and infographics to support the data representation and interpretation. Maps may also be prepared to interpret the geographic/locational economic impacts. The draft memo will be presented to SMART staff for review and comment.

SMART’s comments and revisions will be included in a revised memo. The revised memo will be incorporated as a study chapter as a part of Task 9.

b. Task 7 Deliverables:

1. Draft Equity Impacts Memo and Presentation
2. Final Equity Impacts Memo

H. Task 8: Outreach

a. Task 8.1: Technical Partner Engagement

SMART will engage various technical partners locally and regionally to guide and vet technical analyses in Tasks 1, 2, 3, 4, 5, 6 and 7. The Consultant is expected to support and facilitate no less than four (4), but up to eight (8) technical partner meetings. These discussions will be used to identify relevant local and regional data sources and resources, review, discuss, inform memo contents as part of Tasks 1, 2, 3, 4, 5, 6, and 7, and review, discuss, inform deliverables from Task 8.2 and 9.

b. Task 8.2: Community and Stakeholder Engagement

The Consultant shall provide an Outreach Plan no later than thirty (30) days from the kick-off meeting (Task 1.1). The Outreach Plan will be updated, as needed, throughout the life of the project. This outreach plan will be focused outreach around marginalized population segments to gain insights on SMART’s impact and to hear from community members about

their barriers to using the train and pathway. The objective of this outreach is to engage important segments of the population that historically/typically experience barriers to access and participation. These groups could include Spanish-only speakers, youth riders (who comprise 20% of SMART's riders), seniors, and tribes (all the land holding tribes in the Bay area are within Sonoma County).

The Consultant shall incorporate a variety of outreach methods into the Outreach Plan. Outreach methods may include, but are not limited to:

- Targeted outreach at community meetings/events.
- Direct engagement and coordination with human services organizations.
- Direct engagement and coordination with specific community-based organizations serving these communities.
- Focus groups and interviews organized around specific population segments and subject areas.
- Survey(s). On-board rider engagement (i.e. interviews or surveys)

The Consultant is expected to support and facilitate up to six (6) focus group meetings (2-6 attendees), attendance at up to 1 public outreach meetings.

The Consultant shall develop the format, materials and/or tools necessary to implement the engagement strategies included in the approved Outreach Plan. The Consultant may be required to assist with translation, where necessary. Additionally, surveys will be used to evaluate the effectiveness of the outreach format to ensure that the engagement tactics utilized by SMART are effective and have successfully captured the needs of the community.

The Consultant will be required to create and maintain a stakeholder database throughout the life of the project.

The Consultant will help create engagement tools, such as surveys, supporting information and materials such as fact sheets, graphics, infographics and other interactive information presentations. The public facing engagement tools may be in print or digital formats and must be customizable. The engagement tool(s) will be reviewed and approved by SMART before they are finalized by the Consultant.

The detailed feedback and information generated from these different engagement tactics will be summarized in an outreach chapter within the final study (Task 9).

c. Task 8 Deliverables:

1. Draft/Final Outreach plan
2. No less than (4), but up to eight (8) technical partner meetings
3. Up to six (6) focus group meetings (2-6 attendees), attendance at up to 1 public outreach meetings.
4. Draft/Final visual communication tool(s) to be prepared for up to 3 rounds of outreach.
5. Stakeholder database
6. Summary of outreach strategies and results

I. Task 9: Draft and Final Study

a. Task 9 - Scope of Work:

The Consultant will integrate the work from Tasks 1,2,3,4, 5, 6, 7, and 8 into a draft Quality of Life and Economic Impacts Assessment Study that will be prepared in non-technical, visually engaging format for public consumption. The Consultant shall provide SMART with an annotated outline for the Study for SMART's review and comments. The major themes will also be organized into an executive summary that will be included in the report. Based on SMART's direction on the annotated outline, the Consultant shall prepare an initiate draft of the Study. The draft will be reviewed by SMART and SMART's technical partners for one round of edits, and by SMART for a second round of edits. The final study will be delivered to SMART in Word, InDesign, and PDF formats, and include a spreads layout.

Consultant shall develop other supporting graphic materials to support information about the study that could include infographics, fact sheets, or a Storymap. SMART will review and comment on the draft visual communications tool(s) and/or materials and approve them for finalization.

All deliverables and graphic files associated with this task and prior tasks will need to be submitted to SMART in their native file format.

b. Task 9 Deliverables:

1. Draft study outline
2. First draft study
3. Second draft study
4. Final draft study
5. Draft/Final visual communication tool(s) to be formatted with limited interactive capabilities, or option for web-only deliverable with budget from task 9.1.

6. Project native files

J. Task 10: SMART Board of Director Engagement

a. Task 10 - Scope of Work:

SMART will prepare a staff report and presentation on the study's findings and outcomes for presentation to the SMART Board. In addition to summarizing the study findings and outcomes, the Board memo and presentation may detail potential future considerations and recommendations for improving outcomes, further community input, and general next steps. The Consultant will support SMART's preparation of the Board of Director materials and may be required to attend Board meetings to address questions by the Board. Consultant, if required to attend SMART's Board Meeting(s), will be able to participate remotely.

b. Task 10 Deliverables:

1. Presentation materials
2. Board Meeting remote attendance, as requested by SMART

K. Task 11: Post Project As-Needed Advisory and Support Services

a. Task 11 - Scope of Work:

Following project completion and SMART's acceptance of the report and project, SMART may require as-needed advisory and support services to provide additional data support, analysis, outreach, and/or visual/graphic materials and communication derived from the data gathered and the analysis conducted for Tasks 2 through 9. Any additional advisory and support service work will be mutually agreed to via the issuance of written task orders and will be on a Time and Materials basis.

The Task Order will include all work requirements, specifications, deliverables, not-to-exceed amounts, and timelines for completion. Pursuant to an authorized Task Order, the Consultant shall perform the services as directed.

Any work performed outside of a fully executed Task Order will not be reimbursed.

IV. Timeline for Each Requirement / Task

Tasks 1 through 10, including final report submission must be completed no later than twelve (12) months following the issuance of the Notice to Proceed.

Task 11 is only applicable if additional support services are needed following SMART's formal acceptance of the final report. This work will be issued on a task order basis as post support is required.

V. Acceptance Criteria

At the conclusion of each task, the SMART Manager shall review all deliverables for completeness and accuracy. Upon successful review, the SMART Manager shall provide written acceptance of the task. If work is defective and not in conformance with the requirements of the task, the Consultant shall fix the defective work at no additional cost to SMART.

**EXHIBIT B
SCHEDULE OF RATES**

The below table identifies the Not-to-Exceed Amount designated to each task:

Task Number	Task Description	Not-to-Exceed Amount
1	Study Methodology	\$44,890.00
2	Mobility Impacts Assessment	\$35,315.00
3	Land Use Impacts Assessment	\$26,660.00
4	Economic Impacts Assessment	\$30,983.00
5	Access to Opportunity Impacts Assessment	\$35,315.00
6	Environmental, Safety and Public Health Impacts Assessment	\$62,145.00
7	Equity Impacts Assessment	\$35,315.00
8	Outreach	\$94,780.00
9	Draft and Final Study	\$40,145.00
10	SMART Board of Director Engagement	\$7,565.00
11	Post Project As-Needed Advisory and Support Services	\$25,000.00
Total Project:		\$438,113.00

The not-to-exceed amounts listed above for each task include all labor, materials, supplies, all direct and indirect costs, travel, and any other cost associated with performing the services. These not-to-exceed amounts may only be adjusted by formal written amendment.

HOURLY RATE TABLE		
Firm	Classification	Hourly Rate
Fehr & Peers	Project Manager	\$230.00
	Project Director	\$340.00
	Principal-in-Charge	\$375.00
	Technical Expert	\$375.00
	Sr. Planner/Engineer	\$205.00
	Project Planner/Engineer	\$205.00
	Graphics/GIS/CAD	\$180.00
	Project Coordinator	\$155.00
Strategic Economics	President	\$348.00
	Associate	\$123.00
	Research Analyst	\$121.00
ICF Jones & Stokes, LLC	Project Director	\$335.00
	Sr. Consultant II, Field	\$175.00
	Associate Consultant II, Field	\$135.00
	Sr. Consultant II, Field	\$180.00
	Sr. Tech Analyst, On Call	\$165.00
	Consultant I	\$160.00
BluePoint Planning	Principal	\$250.00
	Senior Project Associate	\$155.00
	Project Associate	\$140.00

All other direct costs will be invoiced to SMART at cost with receipt documentation. All travel costs will be in compliance with SMART's Travel Guidelines for Contractors.

EXHIBIT C
CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. General.

In performance of its obligations pursuant to this Agreement or Purchase Order [Hereinafter “Agreement”], the Contractor, Seller, or Consultant [Hereinafter “Contractor”] agrees to comply with all applicable provisions of federal, state and local law, regulations, and Caltrans directives. The terms of the most recent amendment to any federal, state or local laws, regulations, Caltrans directives, and amendments to the grant or cooperative agreement providing funding for this Agreement that may be subsequently adopted, are applicable to the Agreement to the maximum extent feasible, unless Caltrans provides otherwise in writing. The Federal or State regulations set forth in this Agreement to be observed in the performance of the Agreement are subject to change, and such changed requirements will apply to this Agreement as required. Contractor shall include in its subcontracts, and require its subcontractors of every tier to include in their respective subcontracts, provisions incorporating the requirements of this Attachment. Contractor’s failure to comply with these requirements shall constitute a material breach of this Agreement and may result in the withholding of progress payments to the Contractor, in addition to other remedies.

It is the responsibility of the Contractor and its subcontractors to ensure that all clauses included in this Exhibit applicable to the work specified within the Agreement are adhered to by the Contractor and its subcontractors.

2. Access To Records and Reports.

Applicability: All Contracts

Contractor shall comply with the following requirements:

(a) Record Retention. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. All accounting records and supporting papers of Contractor and its subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of SMART, Caltrans, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by Contractors and its subcontractors upon receipt of any request made by Caltrans or its agents.

In the event of litigation or settlement of claims arising from the performance of this Contract, all case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(b) Access to the Site of Performance. The Contractor agrees to permit Caltrans, the California State Auditor, auditors representing the Federal government, and their contractors access to the sites of performance under this contract as reasonably may be required.

(c) State Audit, Inspection, Access to Records and Retention of Records Requirements. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor and its subcontractors' accounting systems shall conform to generally accepted accounting principles (GAAP) and all records shall provide a breakdown of total costs charged to the project, including properly executed payrolls, time records, invoices and vouchers as well as all accounting generated reports. Contractor and its subcontractors shall permit representatives of the State and State Auditor to inspect, examine, make excerpts or transcribe Contractor and its subcontractors' work, documents, papers, materials, payrolls, books, records, accounts, any and all data relevant to this Agreement at any reasonable time and to audit and verify statements, invoices or bills submitted by Contractor and its subcontractors pursuant to this Agreement, and shall provide copies thereof upon request and shall provide such assistance as may be reasonably required in the course of such audit or inspection.

The State, its representatives and the State Auditor further reserve the right to examine, inspect, make copies, or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to this Agreement and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Agreement and for the three (3) year period following the final payment under this Agreement, and Contractor and its subcontractors shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books, records, accounts and data in any manner whatsoever for three (3) years after final payment under this Agreement and all pending matters are closed.

Any costs for which Contractors and its subcontractors have received payment that are determined by subsequent audit to be unallowable under the terms of this agreement may be required to be repaid to SMART by the Contractors and its subcontractors. Should Contractor and its subcontractors fail to reimburse money due SMART within 30 days of demand, or within such other period as may be agreed between the parties hereto, SMART is authorized to withhold future payments due Contractor and its subcontractors from any source.

The Contractor agrees that the Contract Cost Principles and Procedures at least as restrictive as 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowability of individual items of costs.

The Contractor agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payments have been made to the Contractor, which are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Contractor to SMART.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this section.

3. **Lobbying**

Applicability: All Contracts > \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

4. **Civil Rights.**

Applicability: All Contracts

The following Federal Civil Rights laws and regulations apply to the Agreement:

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit

discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Sonoma-Marin Area Rail Transit District is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. Debarment and Suspension

Applicability: All Contracts > \$25,000

- (1) This contract is a covered transaction for purposes of 49 CFR Part 18. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) By signing the Agreement or accepting the Purchase Order, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

6. Disadvantaged Business Enterprise (DBE)

Applicability: All Contracts

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMART deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- (5) Termination of the Contract

The Contractor shall report its DBE participation obtained through race-neutral means through the period of performance with all invoices submitted.

The Contractor shall promptly pay any and all subcontractors by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The contractor shall include, in its monthly invoice submission to SMART, amounts to pay for all subcontractors' acceptable invoices, no later than 30 days after receipt of such invoices. Unless otherwise approved in writing by SMART, the contractor shall, within ten (10) days after receipt of the payment made by SMART, pay to each of its immediate subcontractors for satisfactory performance of its contract, the amounts to which they are entitled, after deducting any prior payments and any amount due and payable to the contractor by those subcontractors. Any delay or postponement of such payment may take place only for good cause and with SMART's prior written approval. If the contractor determines the work of the subcontractors to be unsatisfactory, the contractor must immediately notify in writing SMART (with a separate notice to the Liaison Officer if the subcontractor is a DBE) and state the reasons. Failure by the contractor to comply with this requirement will be construed to be breach of contract and may be subject to sanctions as specified in the contract.

Should SMART make incremental inspections and, upon approval of the contractor's work at various stages of the contract, pay a portion of the retainage, the contractor shall promptly, within 30 days after SMART has made such payment, pay to the subcontractor who has satisfactorily completed all of its work and whose work is covered by SMART's inspection and approval, all retainage owed to the subcontractor. SMART's incremental inspections, approval or release of a portion of the retainage under this section shall not constitute acceptance.

The Contractor must promptly notify SMART whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMART. In this situation, the prime contractor shall provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time period specified, SMART will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, SMART may issue a termination for default proceeding.

It is the policy of SMART and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

7. Exposure to Environmental Health Hazards.

Applicability: All Contracts

Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractor's employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies, in connection with the performance of this Agreement, to any and all environmental health hazards, local or otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents, and/or employees.

8. Domestic Preferences for Procurements

Applicability: All Contracts

Contractor shall make every effort to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This section must be included in all subcontracts.

For the purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Procurement of Recovered Materials.

Applicability: All Contracts > \$10,000

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials”, 40 CFR Part 247.

10. Prompt Payment.

Applicability: All Contracts

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify SMART, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMART.

11. Safe Operation of Motor Vehicles.

Applicability: All Contracts

- (a) Seat Belt Use. Contractor agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. §402 note, (62 Fed Reg. 19217), by:

Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

- (b) Distracted Driving, Including Text Messaging While Driving. Contractor agrees to comply with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 23 U.S.C. §402, U.S. DOT Order 3902.10, “Text Messaging While Driving”, and U.S. DOT Special Provision pertaining to Distracted Driving:

- a. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.
- b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

12. Privacy Act.

Applicability: All Contracts

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Applicability: All Contracts

Contractor certifies and confirms that no services provided or supplies installed or utilized under this contract constitute telecommunications services, equipment or systems prohibited under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), and as may be implemented by 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform SMART in writing. SMART may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost.

14. Ownership of Proprietary Property

Applicability: All Contracts

a. Definitions

1. **Work:** The work to be directly or indirectly produced by SMART or its third-party contractors.
2. **Work Product:** All deliverables created or produced from Work under this Agreement, including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship SMART, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
3. **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by SMART or jointly with SMART's contractor, subcontractor, and/or subrecipient, and/or SMART's contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of CALTRANS, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. Ownership of Work Product and Rights

1. **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by SMART, its employees, or by any of SMART's contractor's, subcontractor's, and/or subrecipient's employees under this Agreement, shall be owned by CALTRANS and SMART and shall be considered to be works made for hire by SMART and SMART's contractor, subcontractor, and/or subrecipient for CALTRANS and SMART. CALTRANS and SMART shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and SMART. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and SMART. All Rights Reserved.

2. **Vesting of Copyright Ownership:** SMART, its employees, and all of SMART's contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign,

and upon creation of each Work Product automatically assigns, to CALTRANS and SMART, its successors, and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by SMART's contractor, subcontractor, and/or subrecipient from CALTRANS. From time to time, CALTRANS and SMART shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as CALTRANS and SMART may request. CALTRANS and SMART, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. SMART shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

c. Inventions

1. **Vesting of Patent Ownership:** Contractors, subcontractors, and their respective employees shall assign to CALTRANS and SMART, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain CALTRANS' property regardless of whether such protection is sought. SMART's contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to CALTRANS of each Invention not otherwise clearly disclosed to CALTRANS in the pertinent Work Product, specifically pointing out features or concepts that SMART, its employees, and/or SMART's contractor, subcontractor, and/or subrecipient believes to be new or different. SMART, its employees, and SMART's contractor, subcontractor, and subrecipient shall, upon CALTRANS and SMART's request and at CALTRANS and SMART's expense, cause patent applications to be filed thereon, through solicitors designated by CALTRANS and SMART, and shall sign all such applications over to CALTRANS and SMART, its successors, and assigns. SMART, its employees, and SMART's contractor, subcontractor, and subrecipient shall give CALTRANS and SMART and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as CALTRANS and SMART may consider necessary or appropriate to carry out the intent on this Agreement.
2. **Agency:** In the event that CALTRANS and SMART are unable for any reason whatsoever to secure SMART's, its employees', and/or SMART's contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), SMART, its employees, and SMART's contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints CALTRANS and SMART and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on SMART, its employees, and SMART's contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by SMART, its employees, and SMART's contractor, subcontractor, and subrecipient.

CALTRANS and SMART shall have no obligations to file any copyright, trademark, or patent applications.

d. Additional Provisions

1. **Avoidance of Infringement:** In performing services under this Agreement, Contractor, subcontractors, and their employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Contractor, subcontractors, or their employees become aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor or its employees shall immediately notify SMART in writing.
2. **Pre-existing Works and License:** Contractors and their subcontractors, acknowledge that all Work Product shall be the sole and exclusive property of CALTRANS and SMART, except that any Pre-existing Works created by third parties outside of the Agreement but utilized in connection with the Agreement (the “Pre-existing Works”) shall continue to be owned by SMART or such parties. Contractor agrees to notify SMART in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to SMART and CALTRANS a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.
3. **Contractors, Subcontractor, and Subrecipients:** Contractors, subcontractors, subrecipients, and service vendors (hereinafter “SMART’s Contractor/Subcontractor/Subrecipient”) providing services under this Agreement shall conform to the provisions of this Exhibit. In performing services under this Agreement, SMART’s Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If SMART’s Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this Agreement, SMART’s Contractor/Subcontractor/Subrecipient shall immediately notify SMART in writing, and SMART will then immediately notify the Department in writing.

e. Ownership of Data

1. Upon completion of all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in CALTRANS and SMART and no further agreement will be necessary to transfer ownership to CALTRANS and SMART. SMART, its contractors, subcontractors, and subrecipients, shall furnish CALTRANS all necessary copies of data needed to complete the review and approval process.
2. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this Agreement has been entered into.
3. SMART’s contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by

CALTRANS of the machine-readable information and data provided by SMART, its contractors, subcontractors, and subrecipients, under this Agreement; further, SMART's contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by CALTRANS of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by SMART's contractors, subcontractors, and subrecipients.

4. Any sub-agreement in excess of \$25,000.00 entered into as a result of this Agreement shall contain all of the provisions of this clause.



Eric Lucan, Chair
Marin County Board of Supervisors

June 18, 2024

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

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

Kate Colin
Transportation Authority of Marin

SUBJECT: Approve SMART's participation in the No-Cost and Reduced Cost Interagency Transfer Pilot Program.

Chris Coursey
Sonoma County Board of Supervisors

Dear Board Members:

Rachel Farac
Transportation Authority of Marin

RECOMMENDATION:

Adopt Resolution No. 2024-18 Approving SMART's participation in the No-Cost and Reduced Cost Interagency Transfer Pilot Program.

Debora Fudge
Sonoma County Mayors' and Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

SUMMARY:

This pilot program offers all riders using the Next Generation Clipper system (C2) a discount of up to \$2.50 (or the highest local bus fare in the region at the time of implementation) each time they make an interagency transfer within a fixed time window of the first boarding (generally 120 minutes, except for 180 minutes on SMART, Sonoma County Transit, and Golden Gate). SMART will be responsible for the first \$0.50 of the discount. MTC will reimburse the remaining discount per a formula specified in the MOU through the pilot period.

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

FISCAL IMPACT: None. SMART passengers who pay with Clipper currently receive a \$1.50 discount (\$0.75 persons with a disability) when transferring to or from Golden Gate Transit, Marin Transit, Petaluma Transit, Santa Rosa CityBus or Sonoma County Transit.

Chris Rogers
Sonoma County Mayors' and Councilmembers Association

Mary Sackett
Marin County Board of Supervisors

REVIEWED BY: [] Finance _____ [x]Counsel /s/

Sincerely,

Eddy Cumins
General Manager

 /s/
Heather McKillop
Chief Financial Officer

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

Attachment(s):

- 1) Resolution No. 2024-18
- 2) No-Cost and Reduced Cost Interagency Transfer Pilot Program Memorandum of Understanding (MOU)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AUTHORIZING SMART’S PARTICIPATION IN THE CLIPPER NO-COST AND REDUCED COST TRANSFER PILOT PROGRAM

WHEREAS, in the fall of 2021 the Bay Area Transit Fare Coordination and Integration Study and Business Case found that implementing a no-cost and reduced cost transfer would drive an increase of 27,000 daily trips; and

WHEREAS, on March 27, 2023, the Fare Integration Task Force, a special committee of the Clipper Executive Board, endorsed a no-cost and reduced cost transfer pilot program which would begin with the launch of the Next Generation Clipper (C2) and would continue for at least 18 months with an automatic extension to a total of 24 months if sufficient funding is available; and

WHEREAS, the Pilot Program will provide a discount equivalent to the single-ride Clipper fare for the amounts up to the region’s highest local bus/light rail transit fare, currently \$2.50; and

WHEREAS, The Pilot Program is designed with a goal of strengthening, standardizing, and clarifying transfer discounts between Operators; and

WHEREAS, The Pilot Program is expected to generate new trips for Operators; and

WHEREAS, The Pilot Program is designed to mitigate negative impact to Operator revenues; and

NOW, THEREFORE, BE IT RESOLVED that Board of Directors approves SMART’s participation in the No-Cost and Reduced Cost Transfer Pilot Program.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 18th day of June 2024, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eric Lucan, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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

NO-COST AND REDUCED COST INTERAGENCY TRANSFER PILOT PROGRAM PARTICIPATION MEMORADUM OF UNDERSTANDING

This No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation Memorandum of Understanding (the “MOU”) is entered into as of the ____ day of _____, 2024 (the “Effective Date”), by and among the Metropolitan Transportation Commission (“MTC”) and the following transit operators participating in the No-Cost and Reduced Cost Interagency Transfer (referred to herein individually as an “Operator” or collectively as the “Operators”):

Alameda-Contra Costa Transit District (“AC Transit”); Golden Gate Bridge Highway and Transportation District (“GGBHTD”); the San Francisco Bay Area Rapid Transit District (“BART”); the City and County of San Francisco, acting by and through its Municipal Transportation Agency (“SFMTA”); the San Mateo County Transit District (“SamTrans”); the Santa Clara Valley Transportation Authority (“VTA”); the Peninsula Corridor Joint Powers Board (“Caltrain”); Central Contra Costa Transit Authority; City of Fairfield, as the operator of FAST; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa Valley Transportation Authority; Solano County Transit; Sonoma County Transit; Sonoma-Marín Area Rail Transit (“SMART”); Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; City of Santa Rosa; and City of Union City.

MTC and the Operators are referred to herein collectively as the “Parties” or individually as a “Party”.

ARTICLE I

No-Cost and Reduced Cost Interagency Transfer Pilot Program

1. The Bay Area Transit Fare Coordination & Integration Study & Business Case (FCIS), completed in September 2021, developed goals for a regional fare system that will improve the passenger experience and promote higher ridership across the region’s 22 different transit operators that participate in the Clipper® fare payment system. The FCIS found that implementing no-cost and reduced cost transfers would drive an increase of 27,000 daily trips.
2. On November 15, 2021, the Fare Integration Task Force, a special committee of the Clipper Executive Board, consisting of transit operators, MTC, and county transportation agencies, adopted a Bay Area Transit Fare Policy Vision Statement which called for “no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2024, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2.”
3. On March 27, 2023, the Fare Integration Task Force endorsed a No-Cost and Reduced Cost Interagency Transfer Pilot Program (“Pilot Program”), which would provide free and reduced-price transfers beginning with the launch of the Clipper® 2 account-based system in 2024 and continuing for at least 18 months, with an automatic extension to a total of 24 months if sufficient funding is available.
4. The Pilot Program would provide a discount equivalent to the single-ride Clipper fare for amounts up to the region’s highest local bus/light rail transit fare, currently \$2.50. When making a trip on fixed-route transit that requires transferring between participating Operators, riders would pay the full fare on the first Operator used. Any transfer to another Operator within two hours of the first boarding is free up to a per-transfer limit equal to the region’s

- highest local transit fare (currently \$2.50). Should the highest local bus/light rail transit fare increase above \$2.50 during the Pilot Program, the amount of the discount offered will increase to match the new highest local transit fare.
5. To ensure equitable benefits for paratransit users, the Pilot Program may be extended to a subset of cross-jurisdictional paratransit trips, to be determined by MTC and Operator staff at the earliest opportunity, which may occur after the Pilot Program has commenced.
 6. The Pilot Program is designed with a goal of strengthening, standardizing, and clarifying transfer discounts between Operators.
 7. The Pilot Program is expected to generate new trips for Operators.
 8. The Pilot Program is designed to mitigate negative impacts to Operator revenues.
 9. Project staff will continue to engage with Operators and executives to share Pilot Program findings, project updates, and to collect feedback from Operators about the program.
 10. MTC and project staff will proactively seek input from Operators prior to the conclusion of the 24 month pilot period in order to inform decision making by MTC and Operators regarding the continuation of the Pilot Program beyond the pilot period.

ARTICLE II

Transfer Rule Details

The Pilot Program would implement the following transfer rules for riders using Clipper on fixed-route transit:

1. For the purposes of the Pilot Program, an inter-agency transfer occurs when a rider boards a transit vehicle and then subsequently boards another transit vehicle operated by a different Operator within a two-hour (120 minute) period at a minimum (180 minutes if trips begin on Golden Gate Transit, SMART, or Sonoma County Transit).
2. When making an inter-agency transfer, full-fare Adult customers using Clipper will receive a fare discount in an amount that is the lesser of two values: (a) the value of the single-ride Clipper fare for each trip(s) taken after the first Operator, or (b) the value of a single-ride Clipper fare for the region's highest local transit fare, currently \$2.50 at the time of the execution of this agreement.
3. Clipper customers using discount fare categories (Senior, Youth, Clipper START, Disabled/Regional Transit Connection (RTC)) would be subject to a discount limit proportional to the fare charged. For example, a rider transferring to a service on which that rider is entitled to a 50% Senior discount would receive a free transfer for amounts up to \$1.25.
4. For customers taking trips with three or more Operators, discounts would be applied on each additional operator used during the 120-minute window (180 minutes on GG Transit, Sonoma County Transit, and WETA) as described in Article II. 1-3 above, so that the customer only pays the equivalent of one full fare during that period.
5. For customers transferring to or from the SFMTA's Cable Car service, no transfer discount will be offered.

6. The discount is applied to the fare paid *after* making the transfer and cannot result in a negative fare for that segment.

ARTICLE III Operator Responsibilities

Each Operator agrees to:

1. Participate in the Pilot Program for a minimum of 18 months, and for up to 24 months if sufficient funding is available to extend the Pilot Program.
2. Provide in-kind staff and administrative support needed to successfully deliver and administer the Pilot Program at the Operator, including marketing.
3. Facilitate the payment of an upfront allocation and up to two supplemental payments to offset fare revenue impacts to the Operator by MTC as described in Article IV.
4. Partner with MTC, other Operators, and/or their designated third-party consultants for the Pilot Program to organize evaluation and research activities such as surveys or similar research methods over the course of the Pilot.
5. Ensure compliance with any Operator obligations under the Federal Transit Administration's Title VI Circular and/or the Operator's own Title VI policies.
6. Work with MTC, other Operators, and/or their designated third-party consultants to identify additional funds (if needed) to extend the Pilot Program to at least 24 months.
7. Subject to Pilot Program findings, work with MTC, other Operators, and/or their designated third-party consultants to develop a funding model that can support continuation of the policies described in Article II on a permanent basis while continuing to maintain and expand transit service to customers.

ARTICLE IV MTC Responsibilities

MTC agrees to:

1. Administer the Pilot Program for a minimum of 18 months, and for up to 24 months if sufficient funding is available to extend the Pilot Program.
2. Provide in-kind staff and administrative support needed to successfully deliver and administer the Pilot Program, including customer support, financial management, fare rule implementation, public information, communications, marketing, and technology support/operations.
3. Prior to the launch of the Pilot Program, offset foregone fare revenue by making an upfront allocation to each Operator based on the Operator's share of FY 2018-19 Transit Fare Revenues as reported to State Controller's Office (SCO), amounting to a total of \$11 million across all Operators.

4. Prior to the launch of the program, work in partnership with Operators to support compliance with the Federal Transit Administration’s Title VI Circular and/or the Operator’s own Title VI policies
5. Provide regular updates to the Fare Integration Task Force on the status of the Pilot Program.
6. No later than 12 months following program launch, conduct an evaluation of the Pilot Program, including its effects on travel behavior, revenue, and customer experience. The evaluation will include an assessment of funding available to extend the Pilot Program beyond 18 months.
7. Work with Operators and/or their designated third-party consultants to identify additional funds (if needed) to extend the program to at least 24 months.
8. Provide each Operator with supplemental funds to offset foregone fare revenue, based on an estimate of each Operator’s “adjusted foregone fare revenue” as defined in subsection 9. MTC will allocate supplemental payments up to two times during the Pilot Program, amounting to a total of at least \$11 million. The first supplemental payment will occur 18 months after program launch. The second supplemental payment will occur at the conclusion of the Pilot Program or no later than 24 months after program launch, whichever is sooner.
9. Estimate “adjusted foregone fare revenue” for fixed-route services based on the number of actual inter-agency transfer trips in Clipper transaction data. Each Operator is responsible for the first \$0.50 discount of gross fare on each transfer, adjusted commensurately to discounted fare categories. The remaining foregone fare revenue will be adjusted to deduct an estimate of the increase in fare revenue generated by the Pilot Program. For each Operator, the percent increase in transfer trips, in excess of the growth of non-transfer trips, will be considered evidence of new trips generated by the Pilot Program. The percent of transfer trips and non-transfer trips in FY 2023-24 will be considered as the baseline. Supplemental data may be factored into the baseline or Pilot Program data for reasonable adjustments as needed on a case-by-case basis. If it is determined by an Operator that changes in a specific paratransit fare are required due to the Pilot Program’s changes to fixed-route fares, Operators will also be reimbursed at the same rate for foregone paratransit fare revenue, where applicable.
10. Subject to Pilot Program findings, work with Operators and/or their designated third-party consultants to develop a funding model that can support continuation of this policy on a permanent basis while continuing to maintain and expand transit service to customers.

ARTICLE V Indemnification

- A. Mutual Indemnification. No Party to this MOU (including any of its directors, commissioners, officers, agents or employees) shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with this Agreement. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold other Parties harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such indemnifying Party under or in connection with this MOU and for which such indemnifying Party would otherwise be liable.
- B. Operator Indemnification of MTC. Notwithstanding the provisions of Subsection A above, each Operator shall indemnify, hold harmless, and defend MTC (including any of its directors,

commissioners, officers, agents or employees) from any and all claims or liability resulting from any action or inaction on the part of such Operator relating to its responsibilities under or in connection with this MOU.

- C. MTC Indemnification of Operators. Notwithstanding the provisions of Subsection A above, MTC shall indemnify, hold harmless, and defend each Operator (including any of its directors, commissioners, officers, agents or employees) from any and all claims or liability resulting from any action or inaction on the part of MTC under or in connection with this MOU.

ARTICLE VI

Term

The term of the MOU shall begin upon the Effective Date and continue until June 30, 2027, unless terminated by written agreement of the Parties. The Pilot Program will launch concurrently with the launch of the Next Generation Clipper system. The 18-24 month Pilot Program period will commence when the Next Generation Clipper system launches.

ARTICLE VII

Changed Circumstances

Any Party may initiate informal discussions among the Parties concerning the provisions of this MOU, based on its assessment that changes in other factors external to the MOU indicate that it would be in the best interests of one or more Parties to consider revisions to the MOU. If a majority of Parties agree, the Parties will then jointly evaluate the changed circumstances to determine what, if any, revisions to the MOU are necessary or desirable. Any agreed-upon changes shall require an amendment to the MOU approved and executed by all Parties.

ARTICLE VIII

Legal Representation and Common Interest

The Parties recognize a mutuality of interest, and a need for joint cooperation in legal matters relating to the No-Cost and Reduced Cost Interagency Transfer Pilot Program. In furtherance of this common interest, any communications among Parties and counsel for any of the Parties shall be confidential and protected from disclosure to any third party by each and every privilege – including, but not limited to, the attorney-client privilege, the attorney work product privilege, and the pooled information privilege – notwithstanding the dissemination of the communications and work product among Parties by the counsel that made the information available in the first instance. If information covered by the privileges is requested by a third party pursuant to a subpoena or other discovery request, then counsel receiving the request shall notify in a timely fashion the counsel who disclosed the information so that the privileges against disclosure may be asserted.

Should any Party withdraw from or otherwise terminate its participation in the MOU, such withdrawal or termination shall not impair the privileges that protect any information that has been shared prior to such action. Any Party that withdraws or terminates its participation in the No-Cost and Reduced Cost Interagency Transfer Pilot Program shall promptly return all privileged materials that the Party has received.

ARTICLE VIII
Confidential Information

Either MTC or an Operator (the “Receiving Party”) may, in the course of carrying out its responsibilities under this MOU, have access to proprietary or confidential information owned by the other Party (“the Disclosing Party”), the disclosure of which to third parties may damage the Disclosing Party. Such proprietary or confidential information must be held by the Receiving Party in confidence and used only in performing its responsibilities as provided in the MOU. The Receiving Party shall exercise at least the same standard of care it would use to protect its own proprietary or confidential information.

SIGNATURES ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, this Amendment has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

Metropolitan Transportation Commission

Name: Andrew B. Fremier
Title: Executive Director

Date: _____

Alameda-Contra Costa Transit District

Approved as to form:

Name: Michael A. Hursh
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Jill A. Sprague, General Counsel

Date: _____

**Golden Gate Bridge, Highway and
Transportation District**

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Name: Denis J. Mulligan
Title: General Manager

Kimon Manolius, General Counsel

Date: _____

San Francisco Bay Area Rapid Transit District

Approved as to form:

Name: Robert M. Powers

Title: General Manager

Date: _____

Jeana Zelan, Interim General Counsel

**City and County of San Francisco
Municipal Transportation Agency**

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David Chiu, City Attorney

Name: Jeffrey Tumlin
Title: Director of Transportation

Lilian Levy, Deputy City Attorney

Date: _____

San Mateo County Transit District

Approved as to form:

Name: April Chan

Title: General Manager/CEO

Date: _____

Joan L. Cassman, General Counsel

Santa Clara Valley Transportation Authority

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Name: Carolyn Gonot
Title: General Manager/Chief Executive Officer

Victor Pappalardo, Deputy General Counsel

Date: _____

Peninsula Corridor Joint Powers Board

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Name: Michelle Bouchard

Title: Executive Director

Date: _____

James Harrison, General Counsel

Central Contra Costa Transit Authority

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Title: General Manager

Julie Sherman, General Counsel

Date: _____

City of Fairfield
FAST

Approved as to form:

Name: David Gassaway
Title: City Manager

David Lim, City Attorney

Date: _____

City of Petaluma

Approved as to form:

Name: Peggy Flynn
Title: City Manager

Eric W. Danly, City Attorney

Date: _____

Eastern Contra Costa Transit Authority

Approved as to form:

Name: Rashidi Barnes
Title: Chief Executive Officer

Eli Flushman, General Counsel

Date: _____

Livermore/Amador Valley Transit Authority

Approved as to form:

Name: Christy Wegener
Title: Executive Director

Michael N. Conneran, General Counsel

Date: _____

Marin County Transit District

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Name: Nancy E. Whelan
Title: General Manager

Kerry Gerchow, County Counsel

Date: _____

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Approved as to form:

Name: Kate Miller
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Osman Mufti, General Counsel

Date: _____

Solano County Transit

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Name: Beth Kranda
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Bernadette Shilts Curry, County Counsel

Date: _____

City of Santa Rosa

Approved as to form:

Name: Maraskeshia Smith

Title: City Manager

Date: _____

Samantha W. Zutler, Interim City Attorney

Sonoma-Marin Area Rail Transit District

Approved as to form:

Name: Eddy Cumins
Title: General Manager

Thomas Lyons, General Counsel

Date: _____

City of Vacaville
Vacaville City Coach

Approved as to form:

Name: Brian McLean
Title: Director of Public Works

Melinda C. H. Stewart, City Attorney

Date: _____

Western Contra Costa Transit Authority

Approved as to form:

Name: Robert Thompson
Title: General Manager

Michael N. Conneran, General Counsel

Date: _____

**San Francisco Bay Area Water Emergency
Transportation Authority**

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Name: Seamus Murphy
Title: Executive Director

Steve Miller, General Counsel

Date: _____

Sonoma County Transit

Approved as to form:

Name: Bryan Albee
Title: Transit Systems Manager

Jeremy Fonseca, General Counsel

Date: _____

City of Union City

Approved as to form:

Name: Joan Malloy
Title: City Manager

Kristopher J. Kokotaylo, City Attorney

Date: _____



Eric Lucan, Chair
Marin County Board of Supervisors

Melanie Bagby, Vice Chair
Sonoma County Mayors' and Councilmembers Association

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June 18, 2024

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

SUBJECT: Metropolitan Transportation Commission Regional Mapping and Wayfinding Project and Downtown Santa Rosa Prototype

Dear Board Members:

RECOMMENDATION: Information only.

SUMMARY

Metropolitan Transportation Commission (MTC) is leading a regional mapping and wayfinding project and has selected the Downtown Santa Rosa SMART Station and Transit Center as one of three regional prototypes. MTC staff will be presenting to the SMART Board on the overall project and prototype plans.

BACKGROUND

In 2021, the MTC's Blue Ribbon Transit Recovery Task Force (Task Force) recommended a regionally harmonized mapping and wayfinding system as a key action item in the Task Force's Transformation Action Plan. The goal of the Regional Mapping and Wayfinding Project (RMWP) is to develop and deploy fully standardized wayfinding, mapping, and transit information throughout the Bay Area in all transit environments, while also providing guidance for pedestrian wayfinding and first/last mile opportunities extending from transit areas, to retain existing and attract new transit riders. In 2022, MTC approved a contract with Applied Wayfinding, Inc. (Applied), to design and support implementation of the new wayfinding system. In 2023, the project team completed a review of wayfinding existing conditions and conducted initial engagement with transit operator working groups, transit riders and non-riders, and members of Equity Priority Communities (EPCs) to develop initial design specifications for a family of wayfinding signs ("standards"). In January 2024, MTC publicly introduced some of these new signs, including the "regional network identity," a consistent design language that seeks to simplify finding and using transit services throughout the region.

Prototype Design

Given the complexities of regional transit services, the RMWP is taking an iterative design approach, wherein wayfinding signage and materials will be tested and refined with feedback from transit riders and operators at progressively wider scales. The first stage is to install wayfinding prototypes at El Cerrito del Norte BART station and the Santa Rosa Transit Mall and SMART station, which are served by a variety of transit agencies, offer transfers between bus and rail modes, and are within or near MTC Equity Priority Communities (EPCs). Some preliminary wayfinding designs will also be tested at the Powell Street station in downtown San Francisco. SMART Planning and Operations staff attended a site visit at Downtown Santa Rosa with the RMWP team on Tuesday, May 14th, to review the proposed prototype signage.

MTC will solicit public, stakeholder, and transit agency feedback on the prototype signage to inform a revised set of standards for the next development stage, the pilot projects. Expected to be rolled out in 2025 and 2026, the pilots are intended to test the operational feasibility of widescale production, installation, and maintenance of the new wayfinding system. Similar to the prototypes, feedback gathered from the pilot stage will inform potential improvements for expansion throughout the region.

Prototype Evaluation

The draft prototype evaluation plan includes a wide range of proposed engagement methods with transit riders, stakeholder groups, and transit operators to collect feedback on three main indicators: signage design effectiveness, benefits to travelers, and operational feasibility. More active engagement methods such as recruitment or in-person surveys would be prioritized among current and potential transit riders and customers with disabilities and/or limited English proficiency, as well as disability advocacy groups and frontline operator staff. MTC would also use open surveys to engage the general public for feedback about the prototypes. Evaluation activities will occur throughout the prototype implementation, including before, during, and after wayfinding materials are installed. Lessons learned from the prototype evaluation will be used to improve future community engagement efforts during the pilot stages.

Pilot Projects

The pilot projects are the next stage of the project and are intended to test the operational feasibility of widescale production, installation, and maintenance of the new wayfinding system. Starting in 2025, they will also provide an opportunity for transit customers to experience the new wayfinding materials at more locations, allowing the MTC to iteratively update the standards to be responsive to needs across the region.

The pilot approach includes the following components:

1. Test customer experience at complex transfer stations, ideally one in each of the nine Bay Area counties (2025);
2. Test customer experience on a selection of end-to-end bus lines of up to two transit agencies each in Sonoma and Solano Counties (2026); and
3. Facilitate transit agencies' use of Wayfinding Standards Version 1 (2025) to implement signage projects currently on hold (e.g. signage at SMART stations).

This approach provides a wide range of test environments for the draft wayfinding system.

NEXT STEPS

MTC will continue to work with SMART and other transit agency staff to finalize prototype sign designs that will be tested later this year, and to identify new pilot locations for implementation anticipated in 2025 and 2026. MTC will begin outreach to riders, stakeholder groups, and operators in tandem with the prototype implementation.

FISCAL IMPACT: No fiscal impact to SMART during the prototype phase. Future implementation of Wayfinding Standards can be included in the FY26 budget.

REVIEWED BY: [x] Finance /s/ [x] Counsel /s/

Respectfully,

/s/

Emily Betts
Planning Manager