



Sonoma-Marin Area Rail Transit
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December 17, 2025

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

SUBJECT: Approval of Nossaman LLP Contract Amendment No. 10

Dear Board Members:

RECOMMENDATIONS:

Authorize the General Manager to execute contract amendment No. 10 to the Nossaman LLP, Legal Services Contract in order to increase the contract amount by \$785,000.

SUMMARY:

Nossaman LLP has provided SMART with specialized legal services in varying rail transit and government agency matters. Since 2021, Nossaman LLP has assisted SMART on an as needed basis to provide litigation support, and advice on construction, regulatory, and railroad right-of-way issues, as well as quiet title, eminent domain and related proceedings. As quiet title actions advance toward trial, staff anticipates a significant increase in litigation work required, including complex trial preparation, motion practice, and trial representation. To ensure SMART is fully supported through these litigation phases, an increase in the contract amount is necessary.

Staff recommends that the District continue to retain the services of Nossaman LLP for supplemental specialized legal support on an as-needed basis. Contract Amendment No. 10 increases the not-to-exceed amount by \$785,000 for a total not to exceed amount of \$3,082,500.

FISCAL IMPACT: Funds are currently available in the Fiscal Year 2025/2026 Board adopted budget.

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

Sincerely,

/s/

Jessica Sutherland
General Counsel

Attachment(s): 1) Nossaman LLP Contract Amendment No. 10

**TENTH AMENDMENT TO THE LEGAL SERVICES AGREEMENT BETWEEN THE
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND NOSSAMAN LLP**

This Tenth Amendment dated as of December 17, 2025 (the “Tenth Amendment”), to the Legal Services Agreement by and between Nossaman LLP (hereinafter referred to as “ATTORNEYS”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of April 30, 2021 (the “Original Agreement,” as amended and supplemented by the First through Ninth Amendment, and now this Tenth Amendment, the “Agreement”).

RECITALS

WHEREAS, ATTORNEYS and SMART previously entered the Original Agreement on April 30, 2021 to provide various legal services regarding litigation, rail transit issues, including railroad right of way, construction projects, eminent domain proceedings and related issues; and

WHEREAS, SMART and ATTORNEYS previously entered into various Amendments to the Agreement between September 21, 2021, and September 29, 2025 to increase the not-to-exceed amount of the Agreement, to extend the term of the Agreement, and to modify Exhibit A Schedule of Rates; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$785,000.00 for a new total not-to-exceed amount of \$3,082,500.00; 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 4. COMPENSATION”**. Article 4 is hereby deleted and replaced with the following:

“Compensation to Attorneys shall be made on the basis of the attached hourly rate and reimbursable expenses schedules set forth in Exhibit A, attached hereto and incorporated herein. Attorneys shall also be reimbursed for expenses which have been approved in advance by the General Counsel. All reimbursable expenses must comply with SMART’s Travel Guidelines and must receive prior approval. Attorneys’ reimbursement for materials/expenses shall not include items already included in Attorneys’ overhead as may be billed as a part of its labor rates set forth in Section 5 below and **Exhibit A**. Attorneys shall honor these rates throughout the term of the Agreement. Attorneys shall itemize fees and rates by matter number on all invoices submitted to SMART. SMART does not reimburse Attorneys for travel time. Total compensation under this agreement shall not exceed \$3,082,500.00.”

2. 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 Tenth Amendment as of the date first set forth above.

**SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT**

Dated: _____

By _____
Eddy Cumins, General Manager

NOSSAMAN LLP

Dated: _____

By _____
Brad Kuhn, Partner

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel