



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

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

5401 Old Redwood Highway, 1<sup>st</sup> 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=SWQ4eDBMcTIHZUgvVndiYlhHTzJPUT09>

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](mailto:Board@SonomaMarinTrain.org) by 5:00 PM on Tuesday, September 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 SEPTEMBER 18, 2024 – 1:30 PM

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

5401 Old Redwood Highway, 1<sup>st</sup> Floor

Petaluma, CA 94954

1. Call to Order
2. Approval of the August 21, 2024 Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

### Consent Calendar

- 6a. Accept Monthly Ridership Report – August 2024
- 6b. Approve Monthly Financial Status Report
- 6c. Authorize the General Manager to Execute Lease Agreement No. IT-SV-24-001 with Toshiba Business Solutions for the Provision and Maintenance of Leased Office Printers across SMART's Facilities with an amount not-to-exceed \$234,000
- 6d. Adopt a Resolution Reaffirming and Updating the SMART Title VI Program and Nondiscrimination Policy

### Regular Calendar

7. Petaluma North Station - Preparation for Passenger Service (Information) – *Presented by Train Control Systems Manager, Aaron Parkes*
8. Adopt a Resolution Authorizing the General Manager to Execute a Property Purchase Agreement Between the Sonoma-Marina Area Rail Transit District and Petaluma Corona Station, LP for the purchase of a 1.2-acre parcel in Petaluma adjacent to the Petaluma North Station for \$1,307,750, and any documents reasonably necessary to complete the purchase transaction – *Presented by General Manager Cumins*
9. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to Reduce the Fiscal Year transfer to Capital Reserves to purchase 1.2 acres of land for the Petaluma North Station Parking Lot (Budget Amendment #2) – *Presented by Chief Financial Officer, Heather McKillop*
10. Adopt a Resolution Authorizing the General Manager to Execute Change Order 07 to Construction Contract No. CV-BB-23-004 with Stacy and Witbeck/Ghilotti Bros. a Joint Venture in the amount of \$1,982,766 for a total not-to-exceed amount of \$34,750,501.30 to complete the construction of a parking lot at the Petaluma North Station – *Presented by Senior Engineer, Michael Wiltermood*

11. Adopt a Resolution Authorizing the General Manager to Execute Agreement No. CV-PS-24-006 with CocoConsult, LLC for as-needed project advisory and cost estimating services to support design and construction activities in an amount not-to-exceed \$1,500,000 and a term of 3 years, and two one-year options to extend– *Presented by Senior Engineer, Michael Wiltermood*
12. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to roll forward additional funds from Fiscal Year 2024 into Fiscal Year 2025 to increase appropriations authority by \$4,814,561 (Budget Amendment #3) – *Presented by Chief Financial Officer, Heather McKillop*
13. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to roll forward Local Partnership Program (LPP) funds from Fiscal Year 2024 into Fiscal Year 2025 (Budget Amendment #4) – *Presented by Chief Financial Officer, Heather McKillop*
14. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to de-budget 5337 Federal State of Good Repair Funds in Fiscal Year 2025 and defer projects to Fiscal Year 2025 (Budget Amendment #5) – *Presented by Chief Financial Officer, Heather McKillop*
15. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to increase revenues and expenditure authority for Fiscal Year 2025 Adopted Budget to add funding and increase expenditure authority for freight (Budget Amendment #6) – *Presented by Chief Financial Officer, Heather McKillop*
16. Next Board of Directors Meeting, October 16, 2024 – 1:30 PM – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954
17. Adjournment

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ACCOMMODATIONS:

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](mailto: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  
REGULAR MEETING MINUTES**

**August 21, 2024 – 1:30 PM**

5401 Old Redwood Highway, 1<sup>st</sup> Floor  
Petaluma, CA 94954

1. Call to Order

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

Director Pahre was unable to attend in person due to a verified “*Just Cause*” and requested to participate remotely via Zoom. A roll call vote was held to approve Director Pahre remote attendance. **MOTION:** The motion carried 7-0 (Directors Farac, Fudge, Garbarino, and Paulson absent; Director Rogers arrived later).

2. Approval of the July 17, 2024 Board Meeting

**MOTION:** Director Rabbitt moved approval of the July 17, 2024 Board Meeting Minutes as presented. Vice Chair Bagby second. The motion carried 7-0 (Directors Farac, Fudge, Garbarino, and Paulson absent; Director Rogers arrived later).

Director Rogers arrived 1:35pm

3. Board Members Announcements

Chair Lucan said that while on vacation in Europe his family took the Leonardo Express train from Rome Airport to the Colosseum. A very clean train and it cost \$1.50 per mile and the speed is about 40 mph. The SMART train is less expensive and faster than the Leonardo Express Train in Rome.

4. General Manager’s Report

General Manager Cumins announced that it’s SMART 7-year anniversary. He provided an overview on the following:

- Ridership Update
- Free Fare Analysis

- Pathway Trips Analysis
- Construction Update
- SMART Connect Update
- Bike Locker Update
- Transit Month – September
- Rail Safety Month – September
- Employee Recognition
- Questions

#### Ridership Update/Highlights

- July Average Weekday ridership: 3,163; 25% over July 2023
- August Average Weekday ridership: 3214; 19% over August 2023)
- July 2024 ridership 88,022; 34% higher than July 2023 – *New SMART Monthly Record*

#### Free Fare Analysis

- Free fares program for youth and seniors began April 1, 2024
- Incomplete data detailed analysis
- 30% ridership increase April – June 2023 vs. 2024
- Demographics – 42% Senior/Youth
- Prior to Free Fare – 24 % Senior/Youth
- Current Ridership – 44% Senior/Youth

#### Pathway Trip Analysis

- July Pathway trips: 92,931; 29% higher than July 2023 (*New SMART Monthly Record*)
- Average Daily Pathway Counts
- Pathway Average Weekday to Weekend Trip Comparison

#### Construction Update

##### *Petaluma:*

- Penngrove Pathway removing poor soil
- Petaluma North Station platform ramp construction
- Rohnert Park – Santa Rosa Pathway grading

##### *Windsor Extension*

- Installing pedestrian undercrossing box

#### SMART Connect

- Ridership for the SMART Connect Airport shuttle has been low but steady throughout the first year
- July 2024 total ridership has doubled over July 2023
- July average daily shuttle ridership: Airport: 13 passengers/day; Larkspur: 46 passengers/day
- SMART will make the following changes to the SMART Connect Airport service, effective 8/25: Expanding shuttle service hours; and Expanding shuttle service area

#### Bike Locker Update

- The new larger lockers are labeled and cost \$0.08 an hour, compared to the \$0.05 an hour for standard bike lockers

- With a BikeLink account, individuals can store value and rent a locker three ways: 1) through the BikeLink app; 2) with an activated BikeLink Card available for purchase through BikeLink’s website; and 3) with a Clipper Card
- BikeLink is also making improvements to the App to allow customers to view real-time locker availability

Transit Month - September

- September is Transit Month
- Organize are hosting several activities: [www.sftransitriders.org/transitmonth](http://www.sftransitriders.org/transitmonth)
- SMART will provide branded items for prizes

Rail Safety Month – September

- Conducting a social media campaign in September focused on rail safety
- The campaign will emphasize safety and awareness for motorists, pedestrians, and bicyclists
- Special attention will be given to the Windsor area, where trains will soon begin operating
- Windsor residents are not accustomed to active railway traffic, so it’s important to raise awareness about the new conditions
- Our outreach plan includes collaboration with schools and community groups in Windsor to disseminate rail safety information

Employees of the Quarter

General Manager Cumins announced 2024 Employees of the Quarter 2 winners:

- *Annora Border*, Grants and Budget Analyst (Administration Finance Division)
- *Khan Ngaophasy*, Facilities Maintenance Technician (Operations Maintenance of Way Division)
- *Dan Hubbell*, Bridge Tender (Operations Transportation Division)
- *Nathan Swanson*, Vehicle Maintenance Technician (Operations Vehicle Maintenance Division)
- *Alexandra Majoulet*, Associate Engineer (Capital Division)
- *Kevin Sager*, Code Compliance Officer (Safety and Security Division)
- *Victor Sandoval*, Freight Utility Worker (Freight Division)

Employees Recognition

General Manager Cumins stated that Information Systems Manager, Bryan Crowley was appointed as Vice Chair of APTA Information Technology Subcommittee. He was selected to Moderate a discussion on the benefits of cloud-based and hybrid solution for transit at the recent APTA Technology Conference.

Procurement and Contracts Manager, Ken Hendricks has been recognized by Mass Transit Magazine as one of the transit industries leading 40 professionals under 40.

Comments

Director Colin asked if staff had an Outreach model that can be done for the San Rafael schools that are near the tracks. Every year there are new students and be helpful to provide a safety reminder. Matt Stevens responded that SMART will be providing safety awareness to various schools along the corridor.

5. Public Comment on Non-Agenda Items

Dani Sheehan-Meyer stated that the Friends of SMART will be writing a letter endorsing SMART on the MTC 2050 Plan. On September 12, 2024, the Friends of SMART will be hosting a Travel Transit Tour from the Sonoma County Airport Station to the Larkspur station then on to the San Francisco Ferry to the Oakland Ferry to Jack London Square, lunch at Scott's Seafood Grill and return to catch the Route #28 Northbound train.

Warren Wells thanked staff for including the pathway counts. He is happy to see that the pathway count numbers are increasing.

Chris Guenther stated that the public would like to know the status of the Jennings Avenue crossing and asked if staff could place the SMART Board agenda for public discussion.

6. Consent - Accept Monthly Ridership Report – June 2024

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

**MOTION:** Director Rabbitt moved approval of Consent Agenda as presented. Director Rogers second. The motion carried 8-0 Directors Farac, Fudge, Garbarino, and Paulson absent)

7. Authorize the General Manager to Execute a License Agreement for the Marin-Sonoma Bike Share Pilot Program between SMART and Drop Mobility – *Presented by Planning Manager, Emily Betts*

Planning Manager, Emily Betts provided a presentation which is located on SMART's website. Highlights include:

Marin-Sonoma Bike Share Program

- Project Background
- Project Summary
- Today's Recommendation
- Next Steps
- Questions

Comments

Director Coursey asked why the Airport Station was not included. Ms. Betts responded that the decisions were a combination of existing bike infrastructure, such as safety, and that participants could ride from hub to hub and not be dispersed. Director Coursey asked for the speed of the bicycles. Ms. Betts responded that the speed is approximately 20 mph and are Class 1 E-Bikes.

Vice Chair Bagby asked if they have integration with the Transit App. Ms. Betts responded that it was requested in the RFP to include that option.

Clair Song asked if the bicycles have GPS. Ms. Betts responded yes.

Warren Wells stated they are excited for this program to launch and looking forward to the ribbon cutting ceremony.

**MOTION:** Director Rogers moved to Authorize the General Manager to Execute a License Agreement for the Marin-Sonoma Bike Share Pilot Program between SMART and Drop Mobility as presented. Director Sackett second. The motion carried 8-0 (Directors Farac, Fudge, Garbarino and Paulson absent).

Director Rabbitt stepped out of the meeting.

8. Adopt a Resolution Authorizing the General Manager to Award Contract No. PL-PS-24-001 with Modern Railway Systems to furnish, install, and support Real-Time Information Displays at SMART stations in the amount of \$537,755.26; and additional approval authority of up-to \$43,165.75 for project contingency for a total project cost not-to-exceed \$580,921.01 – *Presented by Planning Manager, Emily Betts*

Planning Manager, Emily Betts provided a presentation which is located on SMART’s website. Highlights include:

*Real-Time Information Displays (Modern Railway Systems Contract)*

- Project Background
- Real-Time Signage Overview
- Contracting Process
- Today’s Recommendation
- Next Steps
- Questions

**MOTION:** Director Colin moved to Adopt a Resolution Authorizing the General Manager to Award Contract No. PL-PS-24-001 with Modern Railway Systems to furnish, install, and support Real-Time Information Displays at SMART stations in the amount of \$537,755.26; and additional approval authority of up-to \$43,165.75 for project contingency for a total project cost not-to-exceed \$580,921.01 as presented. Director Sackett second. The motion carried 7-0 (Directors Farac, Fudge, Garbarino, Paulson and Rabbitt absent).

9. Adopt a Resolution Authorizing the General Manager to Execute Contract No. EV-BB-24-002 with Triangle Properties, Inc. for implementation and maintenance of Helen Putnam Riparian enhancement in Petaluma in the amount of \$523,270 – *Presented by Chief Engineer, Bill Gamlen*

Chief Engineer, Bill Gamlen provided a presentation which is located on SMART’s website. Highlights include:

*Implementation and Maintenance of Riparian Enhancement in Helen Putman Regional Park*

- Overview
  - Required Mitigation
  - Riparian Mitigation
  - Helen Putman Park in Petaluma
- Two locations
  - Windsor Drive Drainage
  - Upper Pond Drainage
- Scope of Work



- Competitive Procurement
- Recommendation
- Question

**MOTION:** Director Coursey moved to Adopt a Resolution Authorizing the General Manager to Execute Contract No. EV-BB-24-002 with Triangle Properties, Inc. for implementation and maintenance of Helen Putnam Riparian enhancement in Petaluma in the amount of \$523,270 as presented. Director Rogers second. The motion carried 7-0 (Directors Farac, Fudge, Garbarino, Paulson and Rabbitt absent).

10. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to roll forward additional funds from Fiscal Year 2024 to Fiscal Year 2025, increase appropriations by \$3,559,450 and modify Appendix C - Position Authorization – *Presented by Chief Financial Officer, Heather McKillop*

Chief Financial Officer, Heather McKillop provided a revised staff report that reflects the change to Appendix A. She provided a presentation which is located on SMART’s website. Highlights include:

Amend Fiscal Year 2025 Adopted Budget

- Budget Adjustments
  - Petaluma North Projects
  - Windsor Projects
  - Additional Formula Corrections
- Petaluma North Projects
  - Petaluma North Station
  - North McDowell Crossing
  - Pathway
  - Repaving McDowell – City Project
- Windsor Projects
  - Windsor Extension – Civil Work
  - Windsor Extension – Systems Work
  - Windsor Pedestrian Crossing
  - Windsor Utility Crossing - Town of Windsor Project
- Summary – Revenue and Expenditures
- Changes to Sources and Uses Since Original Mailing
  - Expenditures
  - Balance
  - Ending Fund Balance
- Position Authorization
  - Rounding Correction
  - Repurpose position

Comments

Director Rogers stated that it must have been very frustrating figuring out the rounding error. Ms. McKillop responded that fortunately it was not her, it was Yasamin Mora-Serrano, Human Resources Specialist that found the problem.

**MOTION:** Director Rogers moved to Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to roll forward additional funds from Fiscal Year 2024 to Fiscal Year 2025, increase appropriations by \$3,559,450 and modify Appendix C - Position Authorization as revised. Director Sackett second. The motion carried 7-0 (Directors Farac, Fudge, Garbarino, Paulson and Rabbitt absent).

Chair Lucan adjourned the Board to Closed Session at 2:28pm on the following:

11. Conference with General Manager Cumins, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations  
Property: APN 137-061-019  
890 North McDowell Boulevard, Petaluma, California  
Negotiating Parties: General Manager Cumins – various (City of Petaluma; Petaluma Corona Station LP; Century Housing Corp.); Under Negotiation price and terms of payment
12. Report Out Closed Session

District Counsel Sutherland reported out of Closed Session at 2:42pm on the following:

Conference with General Manager Cumins, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations  
Property: APN 137-061-019  
890 North McDowell Boulevard, Petaluma, California  
Negotiating Parties: General Manager Cumins – various (City of Petaluma; Petaluma Corona Station LP; Century Housing Corp.); Under Negotiation price and terms of payment  
*Report Out: No reportable action.*

13. Next Regular Meeting Board of Directors, September 18, 2024 – 1:30 PM – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954
14. Adjournment – Meeting adjourned at 2:45pm

Respectfully submitted,

Leticia Rosas  
Clerk of the Board

Approved on: \_\_\_\_\_



September 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

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Marin County Council of Mayors and Councilmembers

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**Eddy Cumins**  
General Manager

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

**SUBJECT:** Monthly Ridership Report – August 2024

Dear Board Members:

**RECOMMENDATIONS:** Information Item

**SUMMARY:**

We are presenting the monthly ridership report for activity for the month of August 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 August 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 – August 2024

# AUGUST 2024 SMART RIDERSHIP REPORT

August 2024 saw continued strong ridership, with average weekday ridership at 3,390, up 7% over July. Average Saturday and Sunday ridership decreased by 4% and 10%, respectively, from the previous month. Total monthly ridership was 91,984, a 27% increase over last August, 41% over August 2019 (pre-COVID), and a new monthly ridership record for SMART. Average Saturday and Sunday ridership for July 2024 reached 45% and 66%, respectively, over August 2023.

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 a schedule of 38 trips per weekday. In May 2023, SMART added two evening trips on Friday and Saturday, known as the Starlighter. On October 2<sup>nd</sup>, SMART suspended the Starlighter service but increased weekend service, running 16 trips total on both Saturday and Sunday. On August 12, 2024, SMART added two additional round trips for a total of 42 trips each weekday.

The tables below present data for August 2023 and 2024 year-over-year, and the Fiscal Year to date (July-August). Ridership for the fiscal year to date (FY25) is up 30% over the same time period for FY24.

MONTHLY TOTALS YEAR-OVER-YEAR	AUGUST 2023	AUGUST 2024	% Change
Ridership	72,171	91,894	27%
Fare Payments (Clipper + App Only)	52,702	49,732	-6%*
Average Weekday Ridership	2,707	3,390	25%
Average Saturday Ridership	1,393	2,027	45%
Average Sunday Ridership	1,083	1,796	66%
Bicycles	11,276	13,046	16%
Mobility Devices	215	286	33%

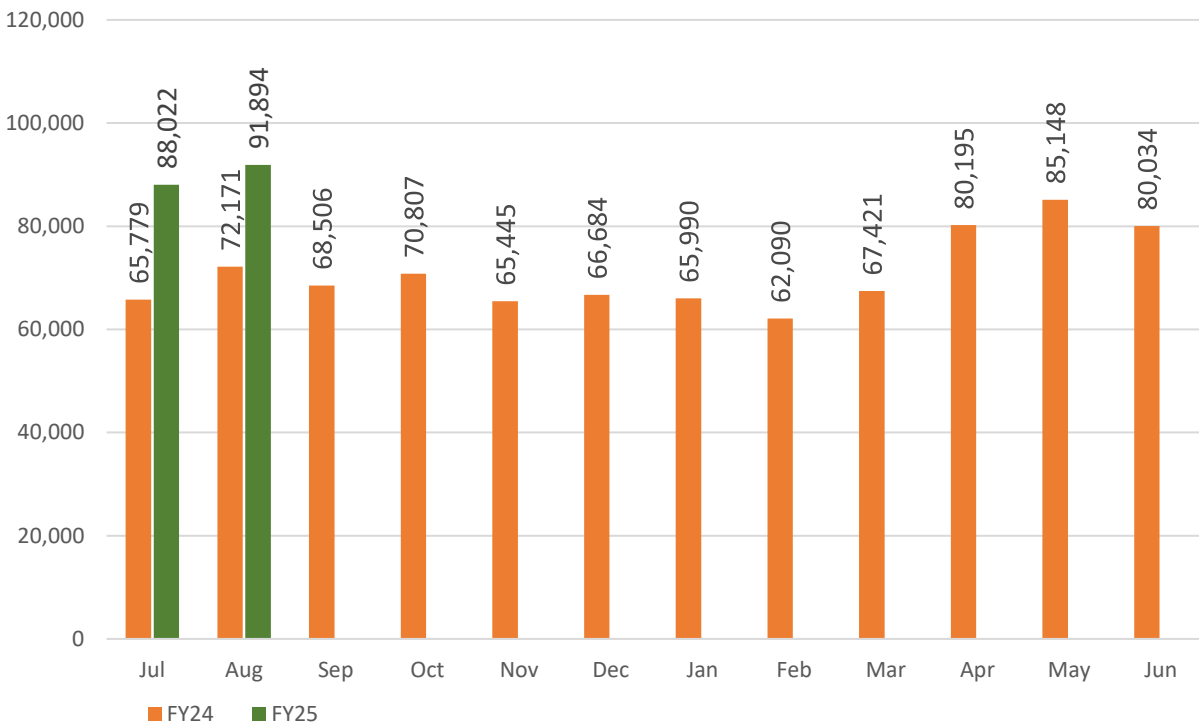
\*Discrepancy between total ridership change and fare payments change due to launch of Free Fare program for youth and seniors on April 1.

FISCAL YEAR (Jul - Aug)	Fiscal Year 2024	Fiscal Year 2025	% Change
Ridership	137,950	179,916	30%
Fare Payments (Clipper + App Only)	100,024	97,255	-3%
Average Weekday Ridership	2,626	3,276	25%
Average Saturday Ridership	1,440	2,062	43%
Average Sunday Ridership	1,209	1,911	58%
Bicycles	20,851	23,999	15%
Mobility Devices	412	503	22%

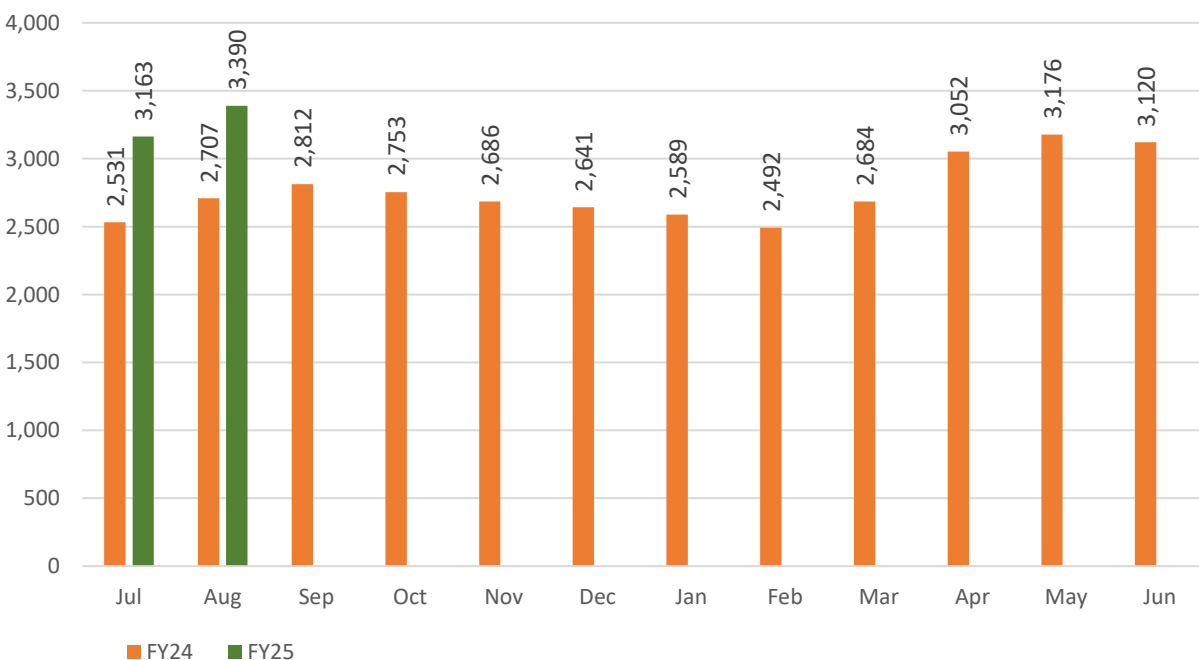
# AUGUST 2024 SMART RIDERSHIP REPORT

The following charts compare the average weekday ridership, average weekend ridership, boardings by day of week, and monthly totals for FY24-FY25.

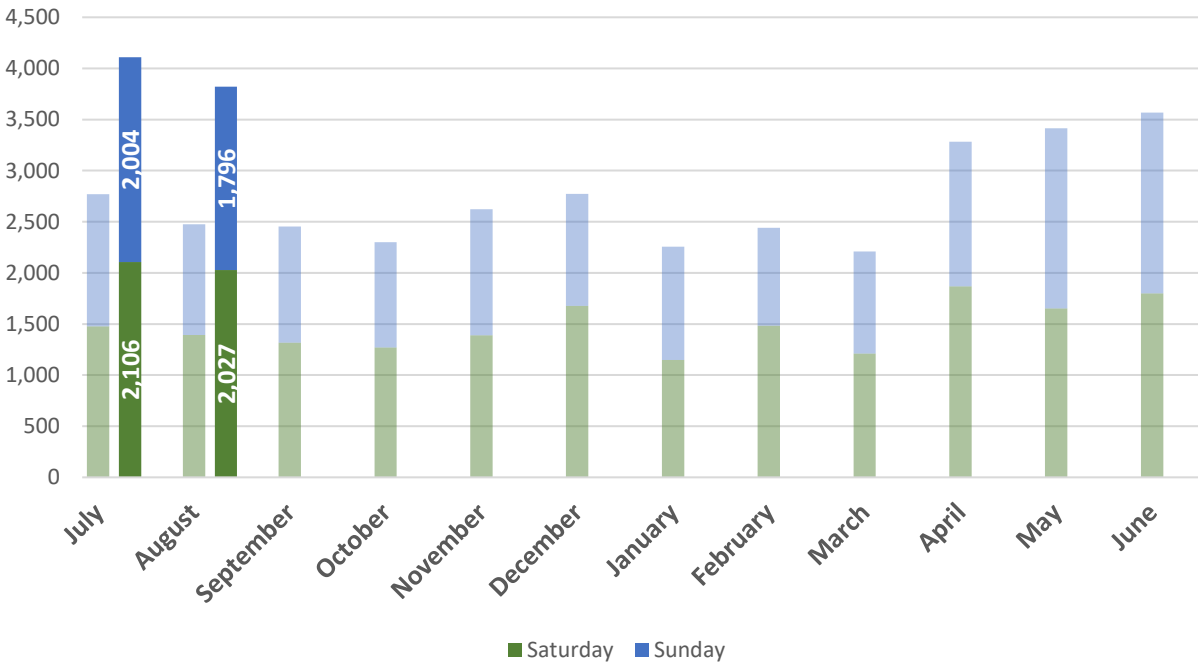
### SMART Monthly Ridership (FY24 - FY25)



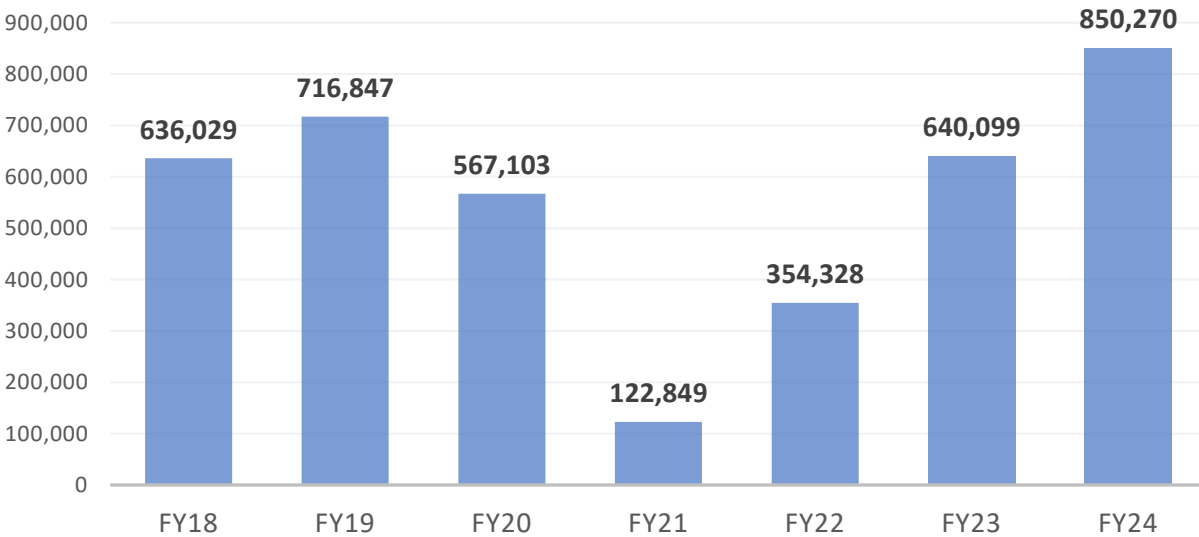
### SMART Average Weekday Ridership (FY24 - FY25)



Average Weekend Boardings (FY24 - FY25)



SMART Annual Ridership





**Eric Lucan, Chair**  
Marin County Board of Supervisors

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September 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:** Approval of Monthly Financial Status Report

**SUMMARY:**

We have provided budgeted revenues and actual expenditures for both passenger rail and freight in separate charts in the attached document.

We are providing the Fiscal Year 2024 preliminary year-end information. The final year-end information will be provided once the annual financial audit is completed.

Revenues - Passenger

Sales tax was down by approximately \$500,000 or 1%. Fare revenues were higher than anticipated by \$388,869 or 22%. Interest earnings on deposits were also considerably higher \$627,926 vs. \$3,100,838.

If federal and state revenues are showing as a negative value in the difference column, it is because the work was not completed in the time that we had estimated, therefore we could not bill the granting agency for the funds. The remaining balance will be rolled forward to Fiscal Year 2025 for expenditure.

Expenditures – Passenger

In salaries and operational costs, we spent \$10,913,529 (22%) less than what was budgeted. In Capital and State of Good Repair Projects, we spent \$17,183,545 less than anticipated. Some of this was due to long lead times, (non-revenue vehicles, IT equipment, and equipment), and the rest was because the timing of the work was different than what was assumed in the budget.

Revenues – Freight

Freight movement fees were down by \$116,852 (15%) from what was budgeted but lease revenue and storage fees were up slightly. We spent \$272,725 less in the state grant which means we will be able to roll those funds into the freight fund balance.

Expenditures – Freight

Operating expenditures were \$287,530 (27%) less than what was budgeted. \$194,677 less was spent on projects, but those funds will be rolled forward to Fiscal Year 2025.

Sincerely,

/s/

Heather McKillop  
Chief Financial Officer

Attachment(s):

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





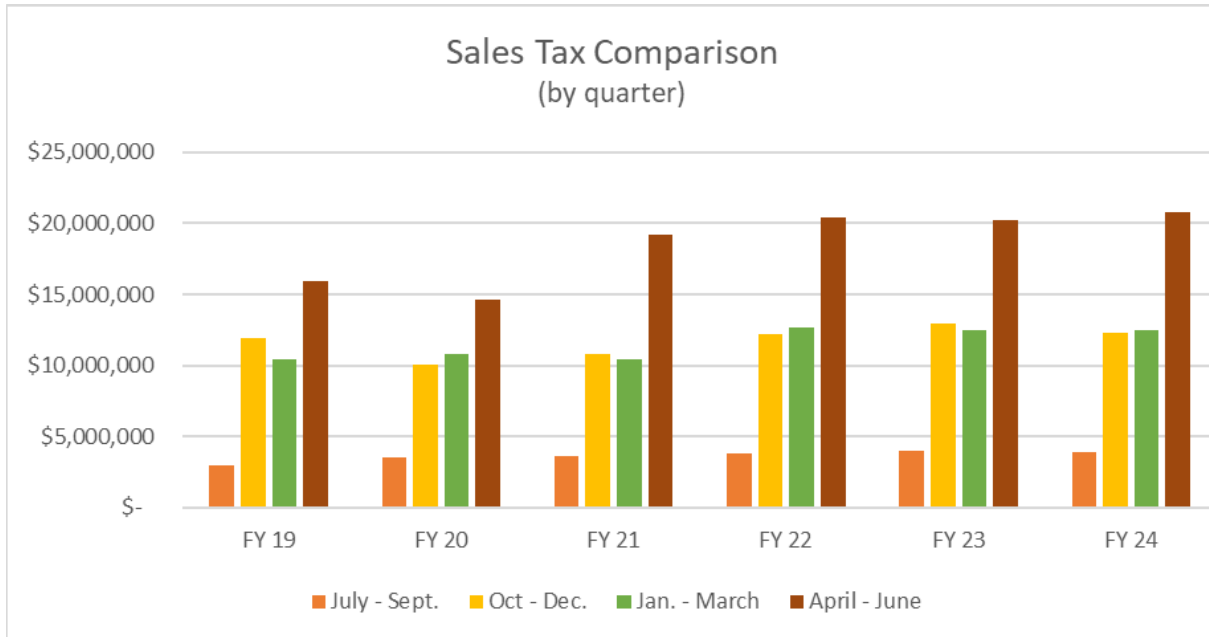
**MONTHLY FINANCIAL STATUS**  
**PRELIMINARY JUNE 2024 BUDGET TO ACTUAL**  
**PASSENGER REVENUES**

Funding Source	FY 24 Budget	FY 24 Actual	Difference
Sales Tax	\$ 50,031,000	\$ 49,527,619	\$ (503,381)
Sales Tax Collection Fee	\$ -	\$ (690,270)	\$ (690,270)
<b>Total Sales Tax After State Collection Fees</b>	<b>\$ 50,031,000</b>	<b>\$ 48,837,349</b>	<b>\$ (1,193,651)</b>
<b>Federal</b>			
5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 3,997,642	\$ 3,997,642	\$ (0)
FRA - Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$ 250,000	\$ -	\$ (250,000)
FRA - Suicide Prevention	\$ 78,902	\$ 55,811	\$ (23,091)
Quick Strike (CMAQ) - McInnis to Smith Ranch Road	\$ 1,422,537	\$ 1,174,803	\$ (247,734)
<b>Total Federal</b>	<b>\$ 5,749,081</b>	<b>\$ 5,228,256</b>	<b>\$ (520,825)</b>
<b>State</b>			
AHSC - Roseland Village (Round5)	\$ 2,038,161	\$ 256,496	\$ (1,781,665)
AHSC - Kashia Tribe (Round 7)	\$ 750,000	\$ 750,000	\$ -
AHSC - Petaluma (Danco)	\$ 645,515	\$ 645,515	\$ -
ATP - SoCo Pathway - CTC/Caltrans/MTC	\$ 4,138,101	\$ 4,842,352	\$ 704,251
Caltrans Sustainability Communities Competative Planning Grant	\$ 400,000	\$ -	\$ (400,000)
Clean California Transit Grant	\$ 1,000,000	\$ -	\$ (1,000,000)
LCTOP - Low Carbon Transit Operating	\$ 520,218	\$ 533,987	\$ 13,769
LPP - Local Partnership Program	\$ 1,422,537	\$ 1,347,762	\$ (74,775)
ITIP - Windsor Systems	\$ 6,966,677	\$ 2,575,265	\$ (4,391,412)
SCCP - Windsor	\$ 16,658,614	\$ 13,557,220	\$ (3,101,394)
SRA - State Rail Assistance	\$ 5,026,754	\$ 3,669,739	\$ (1,357,015)
STA - State Transit Assistance (Population)	\$ 653,792	\$ 656,260	\$ 2,468
STA - State Transit Assistance (Revenue)	\$ 3,170,013	\$ 3,170,013	\$ -
STA - SGR (State of Good Repair)	\$ 330,712	\$ 330,712	\$ 0
State Funds - Shuttle Service	\$ 500,000	\$ -	\$ (500,000)
TIRCP - Petaluma North and McDowell Crossing	\$ 3,325,343	\$ 1,574,747	\$ (1,750,596)
TIRCP - Windsor to Healdsburg	\$ 200,000	\$ -	\$ (200,000)
<b>Total State</b>	<b>\$ 47,746,437</b>	<b>\$ 33,910,068</b>	<b>\$ (13,836,369)</b>
<b>Other Sources</b>			
Advertising	\$ 70,000	\$ 120,509	\$ 50,509
Charges for Services	\$ 75,637	\$ 176,811	\$ 101,174
Fare Revenues	\$ 1,803,384	\$ 2,192,253	\$ 388,869
Interest Earning	\$ 627,926	\$ 3,100,838	\$ 2,472,912
Misc.	\$ 5,659	\$ 364,102	\$ 358,443
Parking	\$ 15,000	\$ 12,197	\$ (2,803)
Rent - Real Estate	\$ 423,721	\$ 427,674	\$ 3,953
Shuttle Revenue	\$ -	\$ 1,040	\$ 1,040
Sale of Assets	\$ -	\$ 43,700	\$ 43,700
<b>Total Other Sources</b>	<b>\$ 3,021,327</b>	<b>\$ 6,439,125</b>	<b>\$ 3,417,798</b>
<b>Regional Funds</b>			
Measure M - SCTA	\$ 974,254	\$ 974,254	\$ -
City of Petaluma - Petaluma North Station	\$ 2,000,000	\$ 2,000,000	\$ -
Other Governments	\$ 2,447,667	\$ 932,238	\$ (1,515,429)
Regional Measure 3 (RM3)	\$ 2,800,000	\$ 1,524,000	\$ (1,276,000)
<b>Total Regional Funds</b>	<b>\$ 8,221,921</b>	<b>\$ 5,430,492</b>	<b>\$ (2,791,429)</b>
<b>Total Revenues</b>	<b>\$ 114,769,766</b>	<b>\$ 99,845,289</b>	<b>\$ (14,924,477)</b>

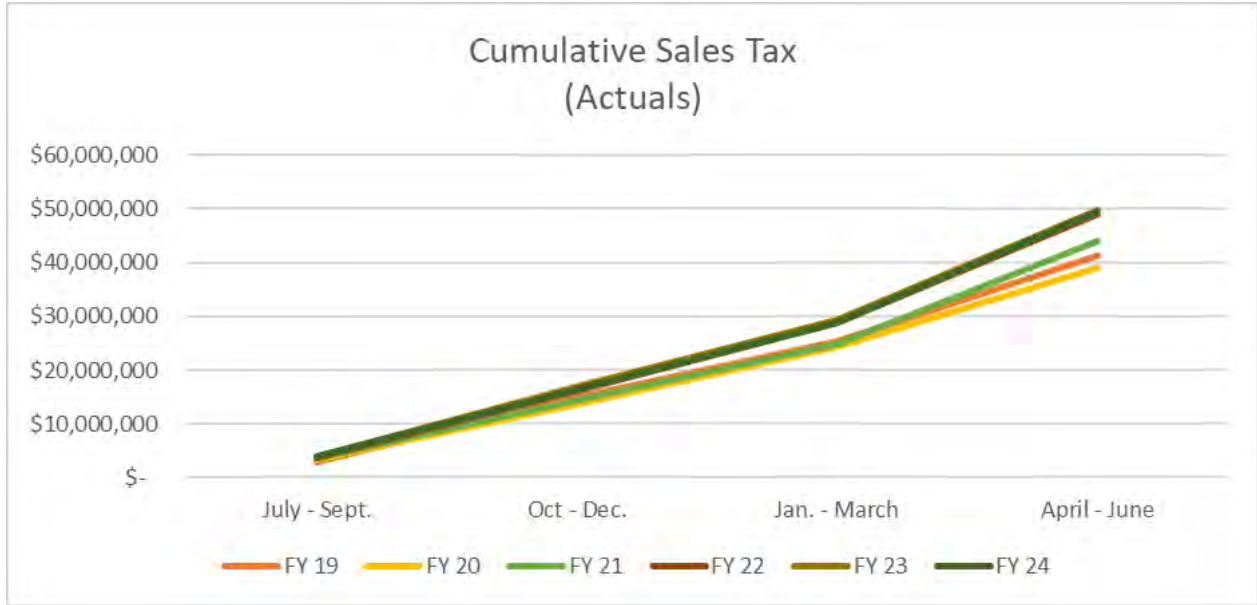
**Measure Q Sales Tax  
Fiscal Year (FY) 2023/2024**

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	\$ 20,746,398
Difference	\$ -	\$ -	\$ -	\$ (503,381)

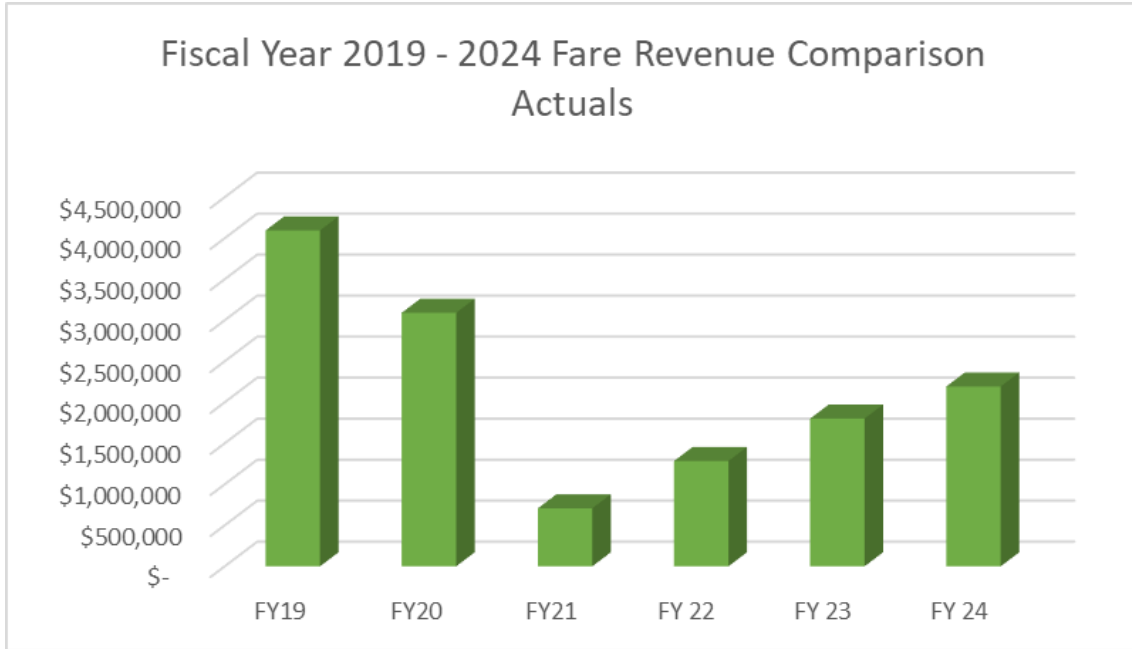
**Fiscal Year 2019-2024 Net Sales Tax Comparison  
(by Quarter)**



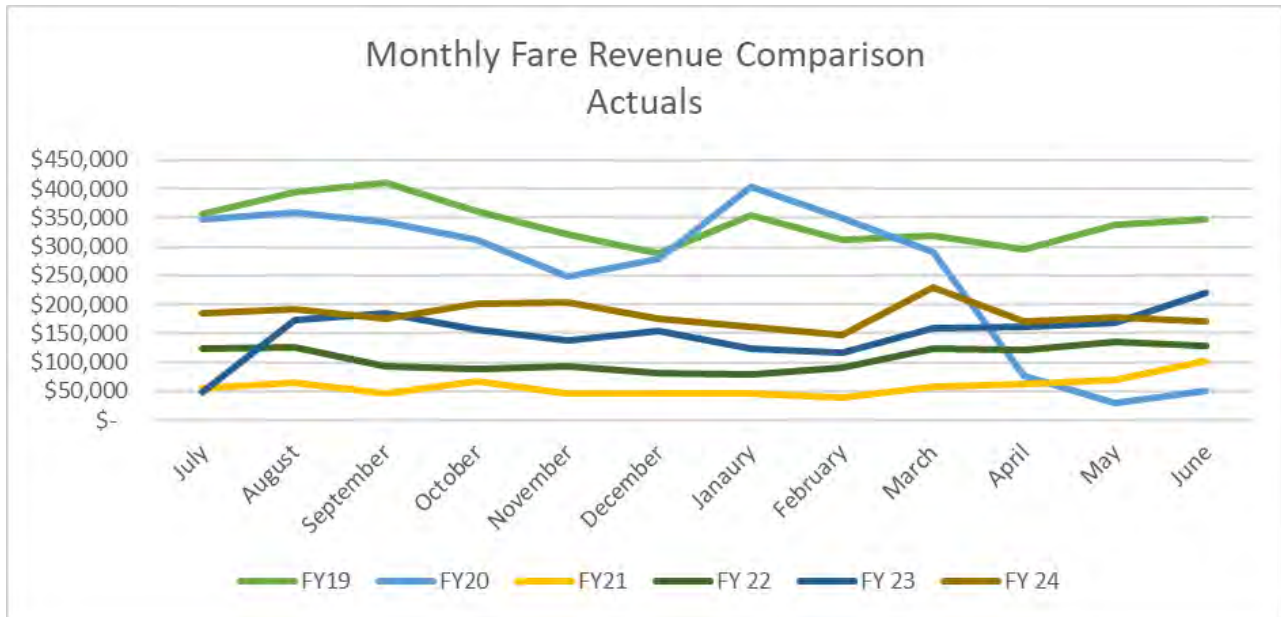
### Fiscal Year 2019-2024 Cumulative Sales Tax Comparison



**Fiscal Year 2019-2024 Fare Revenue Comparison**



**Fiscal Year 2019-2024 Monthly Fare Revenue Comparison**



## PASSENGER EXPENDITURES

Account	FY 24 Budget	FY 24 Actuals	Difference
<b>Expenditures - Administration &amp; Operations</b>			
Salaries & Benefits	\$ 25,277,730	\$ 23,788,798	\$ 1,488,932
Expenditures - Administration	\$ 11,165,281	\$ 6,965,027	\$ 4,200,254
Expenditures - Operations	\$ 6,453,524	\$ 4,958,484	\$ 1,495,040
<b>Total</b>	<b>\$ 42,896,535</b>	<b>\$ 35,712,309</b>	<b>\$ 7,184,226</b>
Expenditures - Shuttle	\$ 1,000,000	\$ 391,571	\$ 608,429
<b>Total Administration &amp; Operations</b>	<b>\$ 43,896,535</b>	<b>\$ 36,103,880</b>	<b>\$ 7,792,655</b>
<b>Expenditures - Engineering</b>			
Salaries & Benefits	\$ 704,575	\$ 652,821	\$ 51,755
Expenditures - Engineering	\$ 4,157,170	\$ 1,088,051	\$ 3,069,120
<b>Total Engineering</b>	<b>\$ 4,861,746</b>	<b>\$ 1,740,871</b>	<b>\$ 3,120,874</b>
<b>Expenditures - Capital &amp; State of Good Repair Projects</b>			
Non-Revenue Vehicles	\$ 1,037,906	\$ 614,549	\$ 423,358
Equipment	\$ 2,201,503	\$ -	\$ 2,201,503
Information Technology/ Systems	\$ 524,102	\$ 233,258	\$ 290,844
Facilities	\$ 46,807,112	\$ 34,738,367	\$ 12,068,745
Infrastructure	\$ 2,580,325	\$ 1,377,562	\$ 1,202,763
Other Governments	\$ 1,293,812	\$ 297,479	\$ 996,333
<b>Total Capital &amp; State of Good Repair</b>	<b>\$ 54,444,760</b>	<b>\$ 37,261,215</b>	<b>\$ 17,183,545</b>
<b>Debt Service &amp; Reserves</b>			
Contribution to Reserves	\$ 2,778,617	\$ 2,778,617	\$ -
Debt Service	\$ 16,296,220	\$ 16,296,220	\$ -
<b>Total Debt Service &amp; Reserves</b>	<b>\$ 19,074,837</b>	<b>\$ 19,074,837</b>	<b>\$ -</b>
Total Expenditures	\$ 122,277,878	\$ 94,180,804	\$ 28,097,075

## FREIGHT REVENUES

Funding Source	FY 24 Budget	FY 24 Actual	Difference
State Grant (42341)	\$ 1,373,606	\$ 1,100,881	\$ (272,725)
State Shortline Grant	\$ 115,000	\$ 33,490	\$ (81,510)
Freight Movement Fees	\$ 800,000	\$ 683,148	\$ (116,852)
Leases	\$ 270,000	\$ 274,058	\$ 4,058
Storage	\$ 26,200	\$ 31,031	\$ 4,831
45(g) Tax Credit & Misc. Revenues	\$ 253,040	\$ 251,410	\$ (1,630)
<b>Total</b>	<b>\$ 2,837,846</b>	<b>\$ 2,374,018</b>	<b>\$ (463,828)</b>

## FREIGHT EXPENDITURES

Account	FY 24 Budget	FY 24 Expenditures	Difference
<b>Salaries &amp; Benefits</b>	\$ 920,876	\$ 838,864	\$ 82,011
<b>Expenditures</b>			
Cost Allocation	\$ 120,000	\$ 123,025	\$ (3,025)
51042 - Insurance	\$ 108,704	\$ 109,931	\$ (1,227)
51061 - Maintenance of Equipment	\$ 35,250	\$ 8,641	\$ 26,609
51062 - Maintenance of Radio	\$ 2,034	\$ -	\$ 2,034
51063 - Maintenance of Signals	\$ 9,082	\$ (3,332)	\$ 12,414
51064 - Maintenance of Revenue Vehicles	\$ 95,000	\$ 36,574	\$ 58,426
51071 - Maintenance of Facilities	\$ 15,000	\$ 8,007	\$ 6,993
51074 - Maintenance of Railway	\$ 110,000	\$ 108,326	\$ 1,674
51225 - Training & Travel Expense	\$ 9,900	\$ 1,792	\$ 8,108
51244 - Permits and Fees	\$ 70,000	\$ 35,803	\$ 34,197
51401 - Rent/Lease Equip	\$ 55,000	\$ 51,124	\$ 3,876
51605 - Mileage Reimbursement & Auto Tolls	\$ 1,389	\$ 385	\$ 1,004
51802 - Contract Services - Administrative	\$ 246,797	\$ 170,204	\$ 76,594
51902 - Communications	\$ 15,050	\$ 6,960	\$ 8,090
52021 - Uniform Expenses	\$ 3,957	\$ 845	\$ 3,112
52061 - Fuel and Lubricants	\$ 114,211	\$ 75,835	\$ 38,376
52091 - Memberships	\$ 2,043	\$ 2,043	\$ 1
52101 - Miscellaneous Expense	\$ 3,300	\$ 456	\$ 2,843
52141 - Small Tools & Equipments	\$ 20,000	\$ 17,583	\$ 2,417
52143 - Computer Software	\$ 8,640	\$ 4,305	\$ 4,335
52191 - Utilities	\$ 15,918	\$ 15,240	\$ 678
<b>Total</b>	<b>\$ 1,061,275</b>	<b>\$ 773,744</b>	<b>\$ 287,530</b>
<b>Projects</b>			
Brazos Branch Bridge Repairs - High Priority	\$ 660,696	\$ 661,019	\$ (323)
Brazos Branch Bridge Repairs - Phase II	\$ 95,000	\$ 20,000	\$ 75,000
Grade Crossing Repairs	\$ 100,000	\$ -	\$ 100,000
Prior Year Adjustment	\$ -	\$ (20,000)	\$ 20,000
<b>Total Projects</b>	<b>\$ 855,696</b>	<b>\$ 661,019</b>	<b>\$ 194,677</b>
<b>Total Expenditures</b>	<b>\$ 2,837,846</b>	<b>\$ 2,273,628</b>	<b>\$ 564,219</b>

## CAPITAL PROJECTS

Capital Project Report	Jun-24				
	Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY24	Remaining to be Budgeted in Future Years	Project Status
<b>PASSENGER RAIL PROJECTS</b>					
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.
<b>FREIGHT RAIL PROJECTS</b>					
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	\$ 13,510,540
Sonoma County Investment Pool *	\$ 90,612,626
<b>Total Cash on Hand</b>	<b>\$104,123,166</b>
<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
<b>Total Reserves</b>	<b>\$ 35,848,968</b>
Cash Balance	\$ 68,274,198
Less: Current Encumbrances	\$ -
Balance	\$ 68,274,198
<b>Less: Estimated FY24 Year-end Fund Balance</b>	<b>\$ (81,342,877)</b>
<b>Remaining Balance</b>	<b>\$ (13,068,679)</b>
* Doesn't include trustee accounts	



# Contract Summary

Active contracts as of June 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	\$ 109,680
Ai-Media Technologies, LLC	Closed-Captioning Services	\$ 450	\$ 450
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$ 40,847	\$ 40,847
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$ 89,445	\$ 38,170
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	\$ 125,288
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 SMART Groundbreaking Events	\$ 2,319	\$ 2,319
BBM Railway Equipment, LLC	Inspect, Certify, and Repair Jacks and Stands	\$ 12,835	\$ 12,385
Becoming Independent	Emergency Bus Bridge Services	\$ 19,051	\$ 12,800
BKF Engineers Inc.	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$ 952,426	\$ 496,008
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$ 30,000	\$ 21,564
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$ 11,208	\$ 11,208
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	\$ 2,025	\$ 2,025
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$ 15,195	\$ 15,195
Code 3 Entertainment Services, LLC	Microtransit Operations and Maintenance Services	\$ 386,266	\$ 386,266
Construction Testing Services, Inc.	Construction Materials Testing Support Services	\$ 1,408	\$ -
Craft & Commerce	Marketing and Community Outreach Services and Support	\$ 200,000	\$ 107,000
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$ 979,435	\$ 356,951
CSW/Stuber-Stroeh Engineering Group	Design and Engineering for Petaluma North Station, N. McDowell Grade Crossing, Segments 2 & 3 Pathway	\$ 510,205	\$ 211,739
Data Ticket	Processing Parking Fines for Illegal Parking	\$ 2,500	\$ 750
DeAngelo Contracting Services, LLC	Vegetation Control Services	\$ 38,520	\$ 38,520
Defense Block Security	Security and Patrol Services	\$ 2,924	\$ 2,924
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	\$ 14,000
Dr. Lance O'Connor	Occupational Health Screening Services	\$ 5,000	\$ 1,875
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$ 25,000	\$ 15,100
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
FinQuery, LLC (formerly LeaseQuery, LLC)	Lease Software Licensing and Software Support Services	\$ 10,596	\$ 10,596
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	\$ 64,558
George Hills Company, Inc.	Third Party Claims Administration Services	\$ 40,000	\$ 8,155
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	\$ 1,451,083
Golden Five, LLC	Microsoft 365 Consulting Services	\$ 49,800	\$ 48,443
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	\$ 35,347	\$ 35,347
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$ 16,188	\$ 15,308
Hanson Bridgett LLP	Legal Services - Union Negotiations	\$ 100,000	\$ 23,001
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 7,161	\$ 3,783
Holland Company	Track Geometry and Measurement Services	\$ 24,375	\$ 24,375
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$ 24,000	\$ 19,843
Integrated Security Controls, Inc.	CCTV Maintenance and Support	\$ 28,261	\$ 9,334
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$ 224,064	\$ 194,064
JC & BB3 Enterprises, Inc.	Installation of Window Decals on DMUs	\$ 1,298	\$ 1,068

Contractor	Scope	Fiscal Year 23/24 Projected	Fiscal Year 23/24 Actuals
JMA Civil, Inc.	On-Call Civil & Rail Engineering Design Services	\$ 74,994	\$ 63,198
Khouri Consulting, LLC	California State Legislative and Advocacy Services	\$ 120,000	\$ 120,000
LC Disability Consulting	Disability Access Consulting	\$ 10,000	\$ 3,000
Leete Generators	Generator Inspection and Maintenance Services	\$ 5,494	\$ 5,266
Lewis, Brisbois, Bisgaard & Smith LLP	Various legal services related to transit	\$ 46,576	\$ 10,095
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$ 2,100	\$ 1,300
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$ 58,500	\$ 58,500
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$ 33,998	\$ 31,679
MaxAccel	Learning Management System	\$ 15,700	\$ 12,660
Militus, Inc.	Cybersecurity and Network Threat Analysis and Assessment	\$ 40,000	\$ 40,000
Mission Linen Supply	Employee Uniform Rentals	\$ 34,440	\$ 34,440
Mission Linen Supply	Laundry and Dry Cleaning for SMART-Owned Uniforms	\$ 10,000	\$ 975
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$ 94,000	\$ 93,527
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$ 6,969,618	\$ 3,337,209
MuniServices, LLC	Sales Tax Recovery Services	\$ 38,444	\$ 23,711
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$ 11,867	\$ 11,867
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$ 2,900	\$ 711
North Bay Petroleum	Provision of Fuel for DMUs	\$ 1,535,237	\$ 1,517,944
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$ 287,933	\$ 278,798
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$ 42,000	\$ 11,990
Olson Remcho	Legal Services Related to Ordinances and Taxes	\$ 5,000	\$ 3,867
Oracle	Fusion ERP System	\$ 207,467	\$ 207,467
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	\$ 285,727
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$ 31,500	\$ 22,283
Sherwood Electromotion, Inc.	Overhaul Services for SMART's Permanent Magnet Alternators	\$ 29,500	\$ 27,600
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$ 70,000	\$ 48,640
Sierra-Cedar, LLC	Implementation of Projects and Grants Modules	\$ 160,000	\$ 144,492
Sonoma County Fleet Operation Division	Non-Revenue Fleet Vehicle Installation, Maintenance, and Repair Services	\$ 56,000	\$ 55,840
Sperry Rail Services	Rail Flaw Detection Services	\$ 28,000	\$ 8,051
SPTJ Consulting, Inc.	Network Monitoring and Support Services	\$ 266,844	\$ 266,379
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$ 19,730,394	\$ 19,730,394
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Construction of Petaluma North Station Platform, Grade Crossing Reconstruction, and Pathway	\$ 9,214,802	\$ 9,214,802
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Paving Work for the City of Petaluma as Part of the Petaluma North Project	\$ 806,102	\$ 174,051
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program Management	\$ 11,300	\$ 9,300
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$ 9,702	\$ 9,702
TDG Engineering, Inc.	Wayfinding System Planning and Design for the SMART Pathway	\$ 123,278	\$ 113,797
The Routing Company	Furnish, Implement, and Maintain a Microtransit Software Platform	\$ 45,662	\$ 13,275
The Routing Company	Social Media Campaign for SMART Connect	\$ 6,200	\$ -
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	\$ 59,873	\$ 59,873
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$ 1,890	\$ 1,890
True Value Wholesale Hardware of Larkfield, Inc.	Tent Rental for Groundbreaking and Launch Events	\$ 17,378	\$ 17,378
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	\$ 43,500	\$ 43,500
Van Scoyoc Associates	Federal Lobbying Services	\$ 90,000	\$ 60,000
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$ 190,649	\$ 171,504
Vista Broadband Networks, Inc.	Broadband Services	\$ 9,000	\$ 9,000
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	\$ 4,163
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$ 35,165	\$ 27,160
WRA, Inc.	As-Needed Environmental Consulting Services	\$ 168,297	\$ 168,297
	<b>TOTAL</b>	<b>\$ 49,690,052</b>	<b>\$ 41,087,214</b>

**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	\$ 32,257
American Rail Engineers Corporation	Brazos Phase 2 Bridge Design	\$ 20,000	\$ 20,000
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	\$ 27,840

<b>Contractor</b>	<b>Scope</b>	<b>Fiscal Year 23/24 Projected</b>	<b>Fiscal Year 23/24 Actuals</b>
Freight Rail Tracking Software	Freight Rail Tracking Software	\$ 5,000	\$ 3,882
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$ 44,800	\$ 43,818
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 354	\$ -
Hue & Cry, Inc.	Security System at Schellville Depot	\$ 1,000	\$ 994
Koppers Railroad Structures, Inc.	Brazos Branch Timber Bridge Repairs - Phase I Contract	\$ 660,696	\$ 660,696
Lambertus J. Verstegen dba South West Locomotive Repair	Locomotive Maintenance and Repair	\$ 22,636	\$ 22,599
Mike Neles Trucking LLC	Class A Driving	\$ 300	\$ 300
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$ 90,000	\$ 62,957
Summit Signal, Inc.	Inspection, Testing, and Maintenance Services for Signal Equipment Along Brazos Branch	\$ 75,792	\$ 75,792
Summit Signal, Inc.	Freight Call-Out Maintenance and Repair Services	\$ 21,099	\$ 21,099
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$ 2,400	\$ 2,361
	<b>TOTAL</b>	<b>\$ 1,024,239</b>	<b>\$ 982,465</b>

Actuals-To-Date include invoices that have been approved, but may not have been processed in SMART's Financial System, as of June 30, 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](http://www.SonomaMarinTrain.org)

September 18, 2024

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

**SUBJECT:** Approval of Office Printer Lease and Maintenance Agreement No. IT-SV-24-001 between SMART and Toshiba Business Solutions

Dear Board Members:

**RECOMMENDATION:**

Authorize the General Manager to Execute Lease Agreement No. IT-SV-24-001 with Toshiba Business Solutions for the Provision and Maintenance of Leased Office Printers across SMART's Facilities with an amount not-to-exceed \$234,000.

**SUMMARY:**

SMART requires the use of printers, scanners, and copiers at its offices. SMART's current printer lease agreement has reached its term date. The existing equipment is now outdated and increasingly prone to malfunctions. To ensure efficient, secure, and reliable printing services to maintain business operations, SMART seeks to enter into a Printer Lease and Maintenance Agreement with Toshiba Business Solutions. This agreement will cover the provision and maintenance of printers across SMART's offices. The Not-to-Exceed amount for this agreement is \$234,000 covering the cost of base printing, overages, and applicable taxes.

**BACKGROUND:**

SMART currently has a lease and maintenance agreement in place with Toshiba Business Solutions for a total of 7 multifunctional office printers across its facilities. This lease agreement has reached its term date, and the existing equipment is now outdated and increasingly prone to malfunctions. Staff determined that leveraging a government cooperative agreement is most advantageous to SMART to benefit from the economies of scale related to pricing and to reduce the administrative costs associated with issuing a solicitation. Government Code §6502 authorizes a "public agency", which includes SMART and any other public agency in the State of California or another State, to jointly exercise any power common to the contracting parties.

SMART is a member of the Omnia Partners Cooperative, a nation-wide Group Purchasing Organization, and is recommending to leverage Cooperative Agreement R191103 led by the Region 4 Education Service Center, a Public Agency located in the State of Texas for the provision and maintenance of leased printers with Toshiba Business Solutions. This new agreement is for a 63-month term effective October 1, 2024, includes the lease of seven (7) new multifunctional office printers across SMART's facilities, and a maintenance plan to ensure their continuous operation and support.

**FISCAL IMPACT:** The cost of the lease and maintenance agreement for Fiscal Year 2025 is already included in SMART's approved budget and assumed in subsequent years.

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

Respectfully,

/s/  
Bryan Crowley  
Information Systems Manager

Attachment(s): Toshiba Business Solutions Agreement No. IT-SV-24-001

APPLICATION NUMBER

AGREEMENT NUMBER

The words **you** and **your**, refer to the Customer. The words **Lessor**, **we**, **us**, and **our**, refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

### CUSTOMER CONTACT INFORMATION

Legal Company Name: **SONOMA MARIN AREA RAIL TRANSIT** Fed. Tax ID#: **72-1575834**

Contact Person: **Ken Hendricks** Bill-To Phone: **(707) 794-3071** Bill-To Fax:

Billing Address: **5401 OLD REDWOOD HWY #200** City, State - Zip: **PETALUMA, CA 94954**

Equipment Location: (if different than above) City, State - Zip:

### TBS LOCATION

Contact Name: **George Stanescu** Location:

### EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER

See attached form (Schedule "A") for Additional Equipment  See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

### LEASE TERM & PAYMENT SCHEDULE

Number of Payments: **63** of \$ **2,367.21** \* Security Deposit\*\*: \$ **0.00**  Received *\*plus applicable taxes*

Payments includes: **8,400** B&W Images per Month Excess Images at: \$ **0.00629** \* per B&W Image

Payments includes: **0** Color Images per Month Excess Images at: \$ **0.03510** \* per Color Image

Payments includes: Scan Images per Month Excess Images at: \$ \* per Scan Image

Payments includes: B&W Print Images per Month Excess Images at: \$ \* per B&W Print Image

Payments includes: Color Print Images per Month Excess Images at: \$ \* per Color Print Image

Origination Fee: Up to \$99.00 (included in First Invoice) Lease payment period is monthly unless otherwise indicated.

Excess Images billed:  Monthly  Quarterly  Semi-Annually  Annually

#### End-of-Lease Options:

You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value per section 16.
2. Renew the Agreement per section 17.
3. Return Equipment.

\*\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

### LESSOR ACCEPTANCE

Toshiba Financial Services Signature: Title: Date:

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name: **Eddy Cumins** Signature: **X** Title: **General Manager** Date:





SCHEDULE "A"



FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and Toshiba Financial Services.

CUSTOMER CONTACT INFORMATION

Legal Company Name: SONOMA MARIN AREA RAIL TRANSIT

Fed. Tax ID#: 72-1575834

Contact Person: Ken Hendricks

Bill-To Phone: (707) 794-3071

Bill-To Fax:

Billing Address: 5401 OLD REDWOOD HWY #200

City, State - Zip: PETALUMA, CA 94954

Equipment Location:(if different than above or if multiple locations see below)

City, State - Zip:

EQUIPMENT DESCRIPTION

Table with columns: ITEM DESCRIPTION, MODEL NO., EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP), SERIAL NO. containing multiple rows of equipment details.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Name: Eddy Cumins

Signature: X

Title: General Manager

Date:



SALES ORDER

**SO-2.0.0**

SALES PACKET NUMBER

ORDER DATE

Sales Representative: George Stanescu

**CUSTOMER INFORMATION**

Customer Name: SONOMA MARIN AREA RAIL TRANSIT			Tax ID#: 72-1575834		
Billing Address: 5401 OLD REDWOOD HWY #200			Phone #: (707) 794-3071 Ext:		Fax#:
Address 2:			Contact: Ken Hendricks		Customer PO#:
City: PETALUMA	State: CA	Zip: 94954	eMail: khendricks@sonomamarintrain.org		

**EQUIPMENT AND SUPPLIES**

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
1	Toshiba e-STUDIO5525AC	ESTUDIO5525AC	1200 RIVER RD SANTA ROSA, CA 95403		SEE LEASE
1	Toshiba e-STUDIO5525AC	ESTUDIO5525AC	5401 OLD REDWOOD HWY #200 PETALUMA, CA 94954		
3	Toshiba e-STUDIO5525AC	ESTUDIO5525AC	3748 REGIONAL PKWY SANTA ROSA, CA 95403-8240		
1	Toshiba e-STUDIO5525AC	ESTUDIO5525AC	105 ROBLAR DRIVE NOVATO, CA 94949-6134		
1	Toshiba e-STUDIO6527AC	ESTUDIO6527AC	5401 OLD REDWOOD HWY #200 PETALUMA, CA 94954		

**SPECIAL INSTRUCTIONS**

<b>Sub Total</b>	SEE LEASE
Other	
EOL/Security	
Professional Fees	
Connectivity Fees	
Move Fees	
<b>Taxable Total</b>	
Sales Tax %	
Tax Paid	
Advance Paid	
<b>Total</b>	SEE LEASE

**CUSTOMER ACCEPTANCE**

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.  
**By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.**  
**1. Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at it's option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.  
**This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement.** Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability or otherwise.

Print Name: Eddy Cumins Signature: X Title: General Manager Date: \_\_\_\_\_

**TBS ACCEPTANCE**

Print Name: \_\_\_\_\_ Signature: X Title: \_\_\_\_\_ Date: \_\_\_\_\_

# AM-2.0.0

SALES PACKET NUMBER

DATE

Sales Representative: George Stanescu

#### CUSTOMER INFORMATION

Customer Name: SONOMA MARIN AREA RAIL TRANSIT		Customer Contact: Ken Hendricks	
Billing Address: 5401 OLD REDWOOD HWY #200		Phone #: (707) 794-3071	Ext. Customer PO #:
Suite #:		Meter Contact: Bryan Crowley	Meter Phone: (707) 794-3322
City: PETALUMA	State: CA	Zip: 94954	Meter Email: bcrowley@sonomamarintrain.org

#### METER COLLECTION CHOICES:

Let your printers and copiers do the reporting for you.



**What is Toshiba's Automated Meter Read Program (AMR)?** As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

**How much does Toshiba AMR cost me?**

Nothing. Ever.

**What information does AMR gather?**

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

**Is the transmission secure?**

Yes. Data is completely secure.

**Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:**

#### 1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

#### 2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

#### 3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

**TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.**

#### ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:  Yes  No

Upon receipt of first TFS Lease invoice, visit [www.onlinemyaccounts.com](http://www.onlinemyaccounts.com) or call 1-888-422-6485 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

PDF copy of invoice sent to email listed below

Invoice Portal Access:

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: billing@sonomamarintrain.org

#### CUSTOMER ACCEPTANCE:

Print Name: Eddy Cumins

Signature:

Title: General Manager

Date:

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: George Stanescu

### CUSTOMER INFORMATION

Customer Name: SONOMA MARIN AREA RAIL TRANSIT	Customer Contact: Ken Hendricks	
Billing Address: 5401 OLD REDWOOD HWY #200	Phone #: (707) 794-3071 Ext.	Customer PO #:
Address 2:	IT Contact: Ryan Brumley	IT Phone #: (707) 794-3322
City: PETALUMA State: CA Zip: 94954	eMail: rbrumley@sonomamarintrain.org	

### CONNECTIVITY OPTIONS (Check All That Apply)

**OPTION A: Network Administrator Integration and Training FREE (\$400 VALUE) (Remote)**

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

**OPTION B: Custom Network Integration - Variable / Additional Charges**

	Qty	Charge	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server Communication to a Local SMTP Server			Initial Setup
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

### Total Connectivity Fee:

**Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour. Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.**

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Eddy Cumins	Signature: X	Title: General Manager	Date:
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### DECLINATION

Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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### TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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## STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

### CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

**Option B:** Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

**Base Device Configuration Includes:**

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

**Print Driver Installation Includes:**

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

**Administrator Training Includes:**

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

### STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

### TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

**Inclusions – Hardware:** Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

**Inclusions – Software:** Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

**Service Availability:** Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

**Exclusions:**

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

SALES PACKET NUMBER	DATE

Sales Representative: George Stanescu

Customer Name: SONOMA MARIN AREA RAIL TRANSIT

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

### EQUIPMENT DETAILS

Physical Location:					
Address: 1200 RIVER RD			Phone #: (707) 794-3322	Ext.	Fax #:
Address 2:			Contact: Ryan Brumley		
City: SANTA ROSA	State: CA	Zip: 95403	email: rbrumley@sonomamarintrain.org		
Leasing Company: Toshiba Financial Services	Lease #: 450-8078530-004	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Has Secure HDD		
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNLH61105	EOL Charge:		
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC			

Physical Location:					
Address: 3748 REGIONAL PKWY			Phone #: (707) 794-3322	Ext.	Fax #:
Address 2:			Contact: Ryan Brumley		
City: SANTA ROSA	State: CA	Zip: 95403-8240	email: rbrumley@sonomamarintrain.org		
Leasing Company: Toshiba Financial Services	Lease #: 450-8078530-004	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Has Secure HDD		
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNAJ65133	EOL Charge:		
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC			

Physical Location:					
Address: 5401 OLD REDWOOD HWY #200			Phone #: (707) 794-3322	Ext.	Fax #:
Address 2:			Contact: Ryan Brumley		
City: PETALUMA	State: CA	Zip: 94954	email: rbrumley@sonomamarintrain.org		
Leasing Company: Toshiba Financial Services	Lease #: 450-8078530-005	Make/Model: Toshiba e-STUDIO5516ACT	EOL Option: Has Secure HDD		
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SC1LH11936	EOL Charge:		
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO6527AC			

Physical Location:					
Address: 105 ROBLAR DRIVE			Phone #: (707) 794-3322	Ext.	Fax #:
Address 2:			Contact: Ryan Brumley		
City: NOVATO	State: CA	Zip: 94949-6134	email: rbrumley@sonomamarintrain.org		
Leasing Company: Toshiba Financial Services	Lease #: 450-8078530-008	Make/Model: Toshiba e-STUDIO3515AC	EOL Option: Has Secure HDD		
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGK46017	EOL Charge:		
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC			

Special Instructions:	
-----------------------	--

SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

**Total End of Life Security Option Charges: \$0.00**

### DECLINATION

Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:	Signature: X	Title:	Date:
-------------	--------------	--------	-------

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Eddy Cumins	Signature: X	Title: General Manager	Date:
-------------------------	--------------	------------------------	-------

### TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
-------------	--------------	--------	-------

## TERMS AND CONDITIONS

### FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

### FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$913.72

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

## EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning uncleansed HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal

SALES PACKET NUMBER

DATE

Sales Representative: George Stanescu

### EQUIPMENT DETAILS

Physical Location:			
Address: 5401 OLD REDWOOD HWY #200		Phone #: (707) 794-3322	Ext. Fax #:
Address 2:		Contact: Ryan Brumley	
City: PETALUMA	State: CA	Zip: 94954	email: rbrumley@sonomamarintrain.org
Leasing Company: Toshiba Financial Services	Lease #: 450-8078530-008	Make/Model: Toshiba e-STUDIO3518A	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZGK46192	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC	

Physical Location:			
Address: 3748 REGIONAL PKWY		Phone #: (707) 794-3322	Ext. Fax #:
Address 2:		Contact: Ryan Brumley	
City: SANTA ROSA	State: CA	Zip: 95403-8240	email: rbrumley@sonomamarintrain.org
Leasing Company: Toshiba Financial Services	Lease #: 450-8078530-008	Make/Model: Toshiba e-STUDIO5015AC	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNHK51940	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC	

Physical Location:			
Address: 3748 REGIONAL PKWY		Phone #: (707) 794-3322	Ext. Fax #:
Address 2:		Contact: Ryan Brumley	
City: SANTA ROSA	State: CA	Zip: 95403-8240	email: rbrumley@sonomamarintrain.org
Leasing Company: Toshiba Financial Services	Lease #: 450-8078530-008	Make/Model: Toshiba e-STUDIO5015AC	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNHK51911	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	



# TOSHIBA AMERICA BUSINESS SOLUTIONS, INC

#R191103 REGION 4 / NATIONAL IPA MPSA ORDER FORM Ver 060420

Complete this form with Applicable Schedules, obtain Member signature(s), email signed order to: nationalipa.orders@tabs.toshiba.com

Sales Representative: George Stanescu

MEMBER NUMBER

2557445

ORDER DATE

## MEMBER INFORMATION

Bill to Information:	Ship to Information:
Customer Name: SONOMA MARIN AREA RAIL TRANSIT	Customer Name: SONOMA MARIN AREA RAIL TRANSIT
Billing Address: 5401 OLD REDWOOD HWY #200	Shipping Address:
Address 2:	Address 2:
City: PETALUMA State: CA Zip: 94954	City: State: Zip:
Phone #: (707) 794-3071 Ext. Fax:	Phone #: Ext. Fax:
Contact: Ken Hendricks	Contact:
eMail: khendricks@sonomamarintrain.org	eMail:
Customer PO #: Tax ID #: 72-1575834	Delivery Date: Ship Term:

Customer agrees to use the services of Toshiba for the purposes of providing the Managed Print Services and deliverables (hereafter collectively known as the "MP Services") which are set forth on this MPSA Order Form and the attached applicable Finance Agreement, Order, and/or Schedule/Supplement (collectively an "MPSA Order"). Customer agrees that such MP Services shall be provided pursuant to the terms and conditions of (i) Region 4 Copiers Contract #R191103 between Toshiba and Region 4 Education Service Center (ESC) effective June 1, 2020 (the "Region 4 Copier Contract"); (ii) the Master Print Services Agreement ("MPSA"); and (iii) this signed MPSA Order with its Attachments and/or Schedules. The Region 4 Copier Contract and the MPSA are incorporated into this MPSA Order by reference. Customer's acceptance of this MPSA Order shall be authorization for Toshiba's performance of the MP Services. The order of precedence for the applicable documents shall be (i) a Finance Agreement with its Schedule or Supplement; (ii) the Region 4 Copier Contract; (iii) the MPSA and (iv) an Order with its Schedule. Customer hereby acknowledges its receipt and acceptance of the MPSA.

## MPSA ORDER

OPTIONS	ORDERS & SCHEDULES	MEMBER INITIALS	NOTES
1. Managed Print Services - Existing Equipment (MPS)	1 - MPS Order		
	1A - MPS Equip Schedule		
2. Product Purchase Order	2 - Purchase Product Order		
	2A Product Schedule		
	Maintenance Activation		
FINANCE AGREEMENTS			
3. MASTER Lease with Maintenance Agreement (LWM)	3 - Master LWM Agreement		
	3A - Master LWM Schedule		
4. MASTER FMV Lease Agreement	4 - Mstr FMV Lease Agreement		
	4A - Mstr FMV Lease Schedule		
5. Lease with Maintenance Agreement	5 - Lease with Maint Agreement		<-- Please initial here
	5A - Lease with Maint Supplement		
6. FMV Lease Agreement	6 - FMV Lease Agreement		
	6A - FMV Lease Supplement		
7. State and Local Government Addendum (SLG)	SLG Addendum		
Consultant / Professional Services Engagements	SOW		
Solutions Purchase			
Supplies and Parts			
Consultant / Professional Services Engagements			

## CUSTOMER ACCEPTANCE

Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Order

Print Name:	Eddy Cumins	Signature: X	Title:	General Manager	Date:	
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September 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](http://www.SonomaMarinTrain.org)

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

**SUBJECT:** Sonoma-Marín Area Rail Transit District 2024 Title VI Program and Nondiscrimination Policy

Dear Board Members:

**RECOMMENDATION**

Approve Resolution Number 2024-27 authorizing the following:

- 1) Reaffirming and updating the SMART Title VI Program and Nondiscrimination Policy;
- 2) Submittal of the document to the Federal Transit Administration; and
- 3) Allowing the General Manager authority to make non-policy and administrative changes to the SMART Title VI Program as needed, with changes reported to the Board.

**SUMMARY**

In June 2015, SMART was approved by the Federal Transit Administration (FTA) as eligible to be a direct recipient of FTA federal grant funds. With the FTA Direct Grantee status comes requirements to implement a number of programs, policies, and procedures. In July 2015, the Board adopted SMART's first Title VI Program and Nondiscrimination Policy, formalizing SMART's compliance with federal Title VI of the Civil Rights Act of 1964. This policy and document are presented to the Board every three years for updating and reaffirmation, per FTA guidance. The Program was last updated and adopted by the Board in September 2021.

Title VI (42 U.S.C. §2000 et seq.) was enacted as part of the landmark Civil Rights Act of 1964. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. In addition to Title VI, several Presidential Executive Orders address federal protections for those with limited English proficiency, the rights of women, the elderly and disabled, and environmental justice for minority and low-income communities.

Other civil rights provisions prohibit discrimination on the basis of religion, family status, sexual orientation, or gender identity. SMART's Nondiscrimination Policy is generally intended to serve as an umbrella policy covering all persons. In order to comply with the FTA Title VI Circular (FTA C 4702.1B) guidelines governing grantee Title VI Program requirements, SMART is required to develop several brief plans and adopt several policies.

The elements of a Title VI Program include: a Nondiscrimination Policy, a Public Participation Plan, a Limited English Proficiency Plan, System-Wide Service and Standards Policies, and a Title VI Complaint and Reporting Process. The Program documents submitted in 2015, 2018, and 2021 were all accepted by the FTA's Office of Civil Rights. Notably, the FTA's 2024 Triennial Review of SMART found no deficiencies in SMART's current Title VI Program (2021).

This 2024 Title VI Program closely follows SMART's prior Title VI Program with a few updates and improvements. Included is an updated four-factor analysis that identifies the languages of Limited English Proficiency individuals that encounter SMART's services as well as an updated Limited English Proficiency Plan outlining the language assistance measures SMART will provide to meet the needs of LEP individuals in accordance with guidance provided by the FTA. Also included in this update is a simplified Title VI Public Notice that has been revised in alignment with FTA's sample notice. The revised Title VI Public Notice is intended to offer a clear and concise explanation to the public of their rights under Title VI. Similarly, the Title VI Procedures have also been simplified to detail for the public SMART's Title VI complaint process more clearly. Lastly, SMART has created a new fillable Civil Right Complaint Form, which eliminates the need for individuals to print out the form in order to complete it.

The re-affirmed and updated triennial Title VI Program, per FTA requirements, must be approved by a resolution of the Board and transmitted to the FTA's Office of Civil Rights for acceptance. As part of this ongoing Title VI Program, SMART will certify compliance with Title VI on an annual basis directly within the FTA's electronic grants system. Administrative changes to this Title VI Program may occur if Federal requirements change or should FTA request or require any modifications after initial review of the program. We will report to the Board if any such changes become necessary.

**FISCAL IMPACT:** There is no direct fiscal impact that will result from the adoption of the resolutions confirming the results of the monitoring program and equity analysis and approving the entire Title VI Program.

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

[ x ] Counsel     /s/    

Respectfully,

/s/

Emily Betts

Planning Manager

Attachment(s):

- 1) Resolution No. 2024-27
- 2) Draft 2024 SMART Title VI Program and Nondiscrimination Policy

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT ADOPTING A TITLE VI TRIENNIAL PROGRAM AND NONDISCRIMINATION POLICY FOR 2024-2027**

---

**WHEREAS**, Title VI (codified at 42 U.S.C. §2000d et seq.) of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

**WHEREAS**, the Federal Transit Administration (FTA) issued Title VI Circular 4702.IB, effective October 1, 2012, setting forth requirements and guidelines for Title VI compliance; and

**WHEREAS**, the above-referenced Circular details required elements of the Title VI Program, which each recipient of FTA assistance must submit to the FTA triennially (every three years); and

**WHEREAS**, the above-referenced Circular requires SMART's Board of Directors to approve SMART's Title VI Program before it is submitted to the FTA; and

**WHEREAS**, SMART, as an FTA Direct Recipient, is required to have in place a Title VI program that ensures that the level and quality of public transportation service is provided in a nondiscriminatory manner, promotes full and fair participation in public transportation decision-making without regard to race, color or national origin, and ensures meaningful access to transit-related programs and activities by persons with limited English proficiency; and

**WHEREAS**, SMART's Title VI Program must contain numerous elements, including but not limited to, SMART's:

1. Title VI Notice to the Public
2. Title VI Complaint Procedures
3. Title VI Complaint Form
4. List of Transit-Related Title VI Complaints, Investigations, and Lawsuits
5. Public Participation Plan
6. Limited English Proficiency Language Access Plan
7. Table Depicting Racial Breakdown of Non-Elected Boards and Committees
8. Evidence of the Board's Review and Approval of the Title VI Program
9. System-Wide Service Standards and Policies, Result of Service Monitoring and evidence of the Board's Approval of Such Monitoring
10. Description of the Public Engagement Process used for Adoption of the Major Service Change, Disparate Impact, and Disproportionate Burden Policies; and

**WHEREAS**, staff has developed a proposed Title VI Program (provided to the Board via staff report), including the above-referenced items and evidencing SMART's compliance with Title VI, for Board consideration and approval.

**NOW, THEREFORE, BE IT RESOLVED THAT THE** Board of Directors of the Sonoma-Marín Area Rail Transit District adopts the SMART Title, VI Program; and

**BE IT FURTHER RESOLVED** that the Board of Directors authorizes the General Manager, or a designee, to:

1. Include evidence of the Board's consideration and approval of the final SMART Title VI Program;
2. Submit the final SMART Title VI Program to the FTA;
3. Make non-policy and administrative changes to the SMART Title VI Program as needed, with changes reported to the Board; and
4. Take any other steps necessary to give effect to this Resolution, including responding to any follow-up inquiries from the FTA.

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

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

ATTEST:

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

# Sonoma-Marin Area Rail Transit District's (SMART) 2024 Title VI Program Update



September 2024



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# SMART'S Title VI Program Introduction

## **SMART District and Project Background**

The SMART District was created by an act of the California Legislature, Assembly Bill (AB) 2224, also known as the Sonoma-Marín Area Rail Transit District Act, effective January 1, 2003, and codified in the Public Utilities Code section 105000, et. seq. The District's boundaries include all of Marin and Sonoma Counties. The SMART project involves rebuilding and operating a 70-mile passenger rail service within the publicly owned SMART right of way through Marin and Sonoma counties. The project also includes the provision of a multi-use pathway to facilitate first/last mile connections to SMART's passenger rail system. A map of the project is shown in Figure 1.

SMART's locally funded, initial operating segment opened to public passenger service in Summer 2017. This first phase of the project included 43-miles of rail operating between Downtown San Rafael in the south and Sonoma County Airport Boulevard in the north, serving the major employment and population centers in the two counties. In late 2017, SMART began construction on a two-mile southern extension between Downtown San Rafael and Larkspur. At the end of 2019, the Larkspur extension opened, growing SMART's system to include 12 rail stations and extending SMART's passenger rail line to 45-miles.

A rail and pathway extension to the Town of Windsor and the construction of an infill station in North Petaluma are both underway, expected to be completed in early 2025. These projects will increase SMART's system to 14 rail stations and 48 miles of active rail service between the City of Larkspur in Marin County and the Town of Windsor in Sonoma County.

The full buildout of the envisioned commuter rail project will result in a 70-mile route between the cities of Cloverdale, in Sonoma County, and Larkspur, with a total of 16 rail stations, including two planned stations in the cities of Healdsburg and Cloverdale.

Figure 1: SMART System Map



## **SMART's Title VI Program and Nondiscrimination Policy Background**

The SMART District is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. Effective July 2015, the Sonoma-Marine Area Rail Transit District (SMART) has been designated a Federal Transit Administration (FTA) grantee (direct recipient of FTA grant funds). As an FTA direct grantee, SMART is required to have policies and processes in place pursuant to Title VI of the Civil Rights Act of 1964 to meet the following objectives:

- Ensure that the level and quality of public transportation service is provided without regard to race, color, or national origin.
- Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin.
- Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

This SMART Title VI Program and Nondiscrimination Policy is intended to demonstrate compliance with the transit provider reporting requirements outlined in FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," effective October 1, 2012 (Federal Register Docket Number FTA-2011-0054). As required by FTA Circular 4702.1B, this SMART program documentation is updated every three (3) years. SMART's 2024 Title VI Program details SMART's implementation of Title VI, while also providing information regarding how SMART has historically acted in compliance with Title VI.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. The rights of women, the elderly and the disabled are protected under related authorities. These Presidential Executive Orders and the related authorities fall under the umbrella of Title VI. SMART's Title VI/Nondiscrimination Program provides leadership, direction, and policy to ensure compliance with Title VI of the Civil Rights Act of 1964 and related authorities. In addition to compliance with federal civil rights requirements through its Title VI program, SMART's Nondiscrimination Policy seeks to not discriminate on the grounds of religion, family status, sexual orientation, or gender identity.

SMART's first Title VI Program and Nondiscrimination Policy was adopted by the SMART Board in 2015, when the District was still in its planning and construction phase. SMART commenced passenger service along the initial operating segment in 2017, and subsequently updated the Title VI Program in 2018 and 2021. SMART's Title VI Program and Nondiscrimination Policy has guided the District as it continues its transition from being a planning and construction agency to an operator of the rail system.

This 2024 Title VI Program has been prepared with 2022 American Communities Survey data and with the most recent 2020 Census.

**SMART Board of Director’s Resolution Approving the 2024 Title VI Program**

# SMART Title VI Program Overview

## **SMART Title VI Nondiscrimination Policy**

It is the policy of the SMART District, under Title VI of the Civil Rights Act of 1964 and related statutes and regulations, that no person in the United States shall, on the basis of race, color, national origin, sex, age, disability, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by SMART or its sub-recipients. In compliance with other civil rights provisions, SMART will not discriminate on the grounds of religion, family status, sexual orientation, or gender identity. No person will be retaliated against for complaining of discrimination or for participating in an investigation of discrimination.

SMART will ensure that its programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964, as amended, and Department of Transportation regulations. SMART has designated a Title VI Coordinator in the District's administrative offices to receive any formal Title VI complaints (via the process described below). The Title VI Coordinator is the person responsible for record keeping for complaints related to SMART and reporting those complaints as part of any updates to this SMART Title VI/Nondiscrimination Program every three years.

To effectively implement and sustain the Title VI Program and related statutes, mandatory training is provided to SMART staff upon hiring and periodically thereafter. Training includes information on the SMART Title VI Procedures and Limited English Proficiency (LEP) responsibilities, description of language assistance services offered to the public, documentation of language assistance requests, and how to handle a potential Title VI/LEP complaint. SMART maintains records of SMART staff training on Title VI Program and Nondiscrimination Policy compliance and provides training to new employees. In FY 2022, SMART trained 152 existing and 14 new staff members. Additional employees were trained as part of the hiring process in FY 2023 (33 employees) and FY 2024 (10 employees). As part of SMART's regular staff training intervals, all staff were retrained on Title VI in FY 2024.

## Title VI Public Notice and Notice Postings

SMART seeks to ensure members of the public are informed of their rights under Title VI, and SMART will do so by posting the Title VI notice throughout SMART's system and through various platforms of communication. Specifically, SMART will post the Title VI notice on:

- Customer Service Desk (Figure 2),
- Rail platform signage in station shelters (Figure 3),
- SMART's website (<https://sonomamarintrain.org/civil-rights>) (Figure 4)
- SMART's Board Room.

Notices detailing SMART's Title VI obligations and complaint procedures will be translated into English, Spanish, Chinese, Vietnamese, and Tagalog. These notices will be translated into other languages as needed.

*Figure 2: Title VI Notice displayed at SMART's Customer Service Desk*

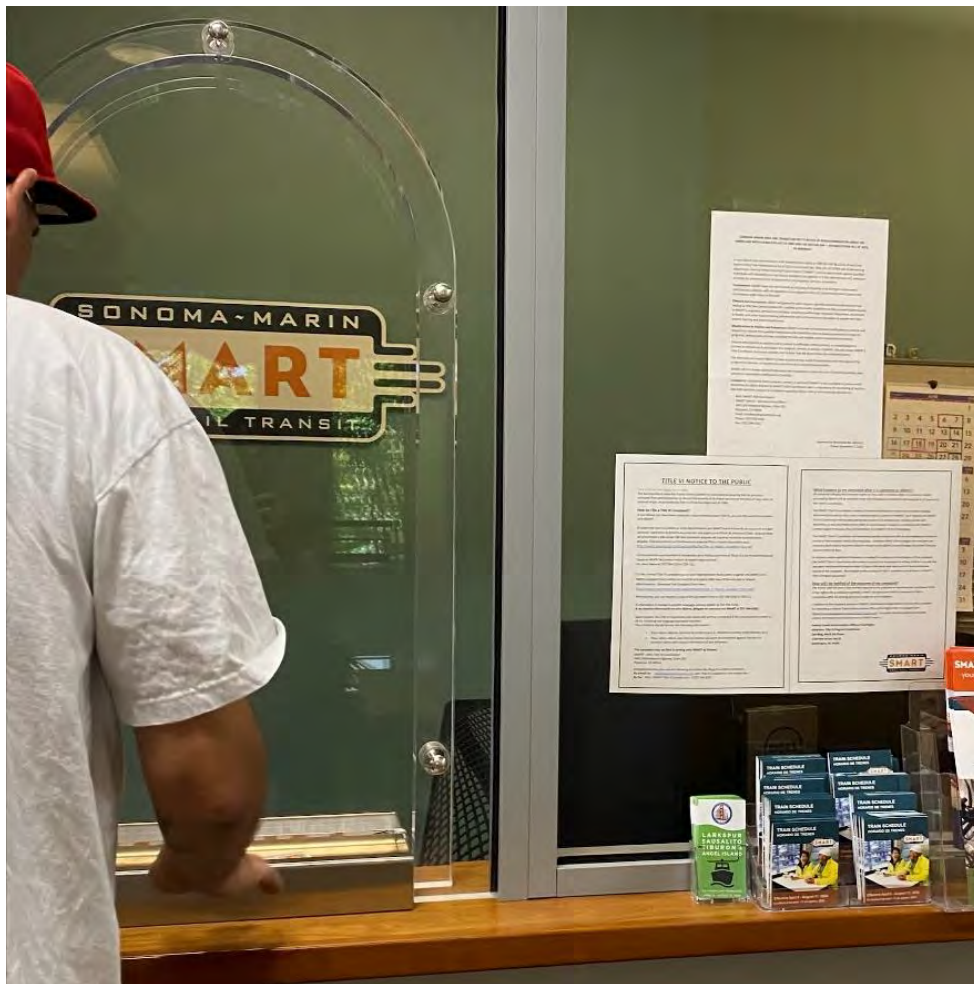




Figure 3: Title VI Notice on SMART's Rail Platform

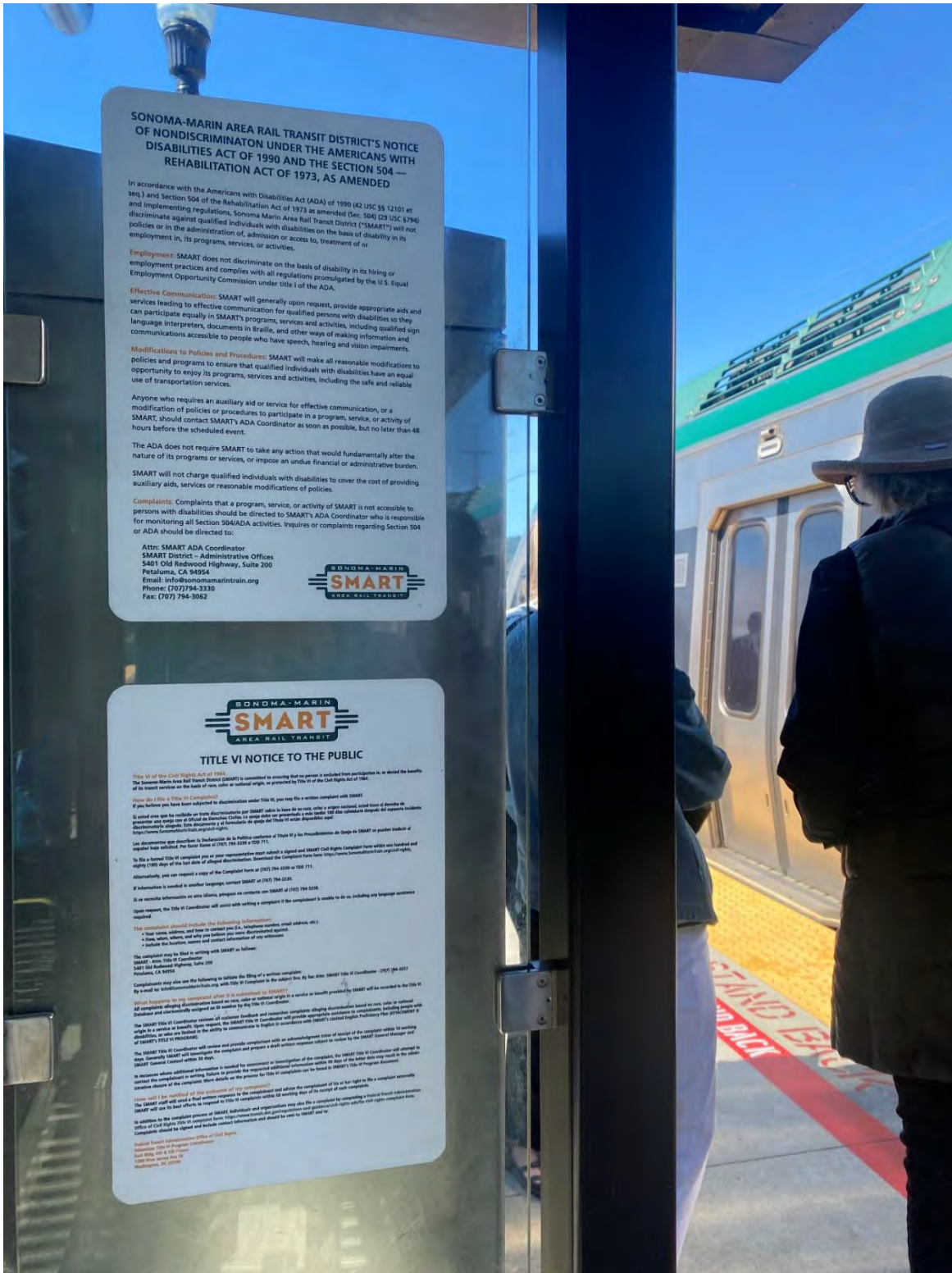
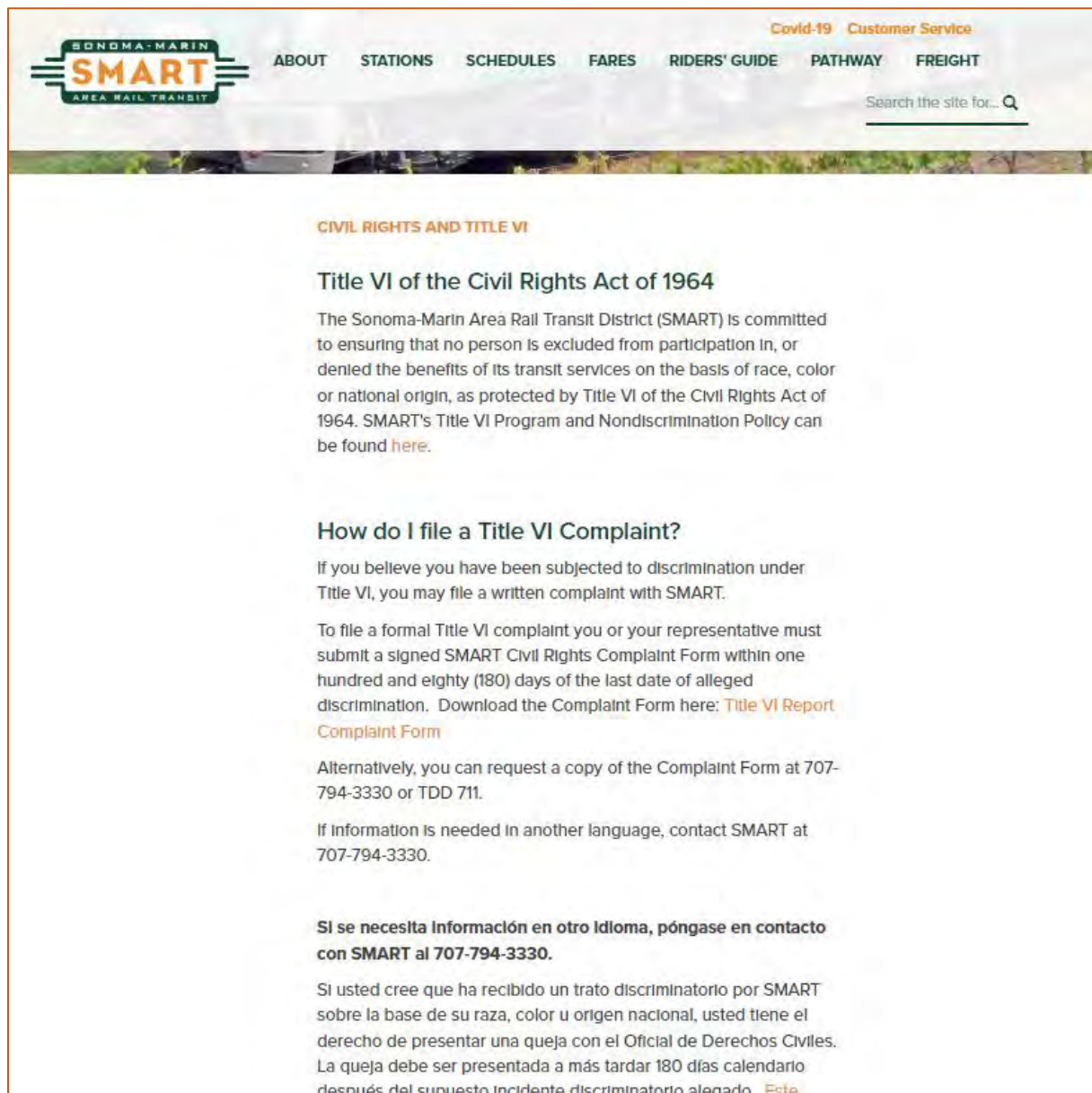


Figure 4: SMART's Civil Rights and Title VI information on the SMART's website



The screenshot shows the SMART website's navigation menu with links for ABOUT, STATIONS, SCHEDULES, FARES, RIDERS' GUIDE, PATHWAY, and FREIGHT. A search bar is located on the right. The main content area is titled "CIVIL RIGHTS AND TITLE VI" and contains the following text:

### Title VI of the Civil Rights Act of 1964

The Sonoma-Marín Area Rail Transit District (SMART) is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. SMART's Title VI Program and Nondiscrimination Policy can be found [here](#).

### How do I file a Title VI Complaint?

If you believe you have been subjected to discrimination under Title VI, you may file a written complaint with SMART.

To file a formal Title VI complaint you or your representative must submit a signed SMART Civil Rights Complaint Form within one hundred and eighty (180) days of the last date of alleged discrimination. Download the Complaint Form here: [Title VI Report Complaint Form](#)

Alternatively, you can request a copy of the Complaint Form at 707-794-3330 or TDD 711.

If information is needed in another language, contact SMART at 707-794-3330.

**Si se necesita información en otro idioma, póngase en contacto con SMART al 707-794-3330.**

Si usted cree que ha recibido un trato discriminatorio por SMART sobre la base de su raza, color u origen nacional, usted tiene el derecho de presentar una queja con el Oficial de Derechos Civiles. La queja debe ser presentada a más tardar 180 días calendario después del supuesto incidente discriminatorio alegado. [Este](#)

## SMART's Title VI Notice

The Sonoma-Marín Area Rail Transit District (SMART) is committed to ensuring no person is excluded from participation in or denied benefits of its programs and services on the basis of race, color, and national origin as protected by Title VI of the Civil Rights Act of 1964. Any person who believes that they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with SMART.

For more information on SMART's Title VI program, and the procedures to file a complaint, contact 707-794-3330 or TTY711; email: [TitleVI@sonomamarintrain.org](mailto:TitleVI@sonomamarintrain.org); or visit SMART's administrative office at 5401 Old Redwood Hwy., Suite 200, Petaluma, CA 94954 or SMART's website at <https://sonomamarintrain.org/civil-rights>.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590

If information is needed in another language, contact 707-794-3330.

Si necesita información en otro idioma, comuníquese al 707-794-3330.

如果需要其他语言的信息，请联系 707-794-3330。

Nếu cần thông tin bằng ngôn ngữ khác, vui lòng liên hệ số 707-794-3330.

Kung kailangan ng impormasyon sa ibang wika, mangyaring tumawag sa 707-794-3330.

## SMART Title VI Nondiscrimination Complaint Procedures

SMART has established the following Title VI complaint procedures:

1. Any person who believes that they have been discriminated against on the basis of race, color, or national origin by SMART, may file a written Title VI complaint with SMART. SMART investigates complaints filed within 180 calendar days after the alleged incident. SMART will process complaints that are complete. SMART's Civil Rights complaint form is available on SMART's website at <https://sonomamarintrain.org/civil-rights> in a fillable PDF form or can be requested at SMART's customer service desk at SMART's Administrative Offices.
2. Title VI complaints shall be submitted in person, or via mail, fax or email to:  
SMART Title VI Coordinator  
SMART District – Administrative Offices  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
TitleVI@sonomamarintrain.org  
Phone: (707) 794-3330  
Fax: (707) 794-3037
3. All verbal complaints received by SMART shall be resolved informally when feasible. Informal complaints can be received by phone. However, once a complaint is written it becomes a formal complaint. If the issue has not been satisfactorily resolved through informal means, or if at any time the person(s) request(s) to file a formal written complaint, the SMART Title VI Coordinator shall process the complaint in accordance with approved SMART formal Title VI complaint procedures. In cases where the complainant is unable to prepare a written complaint, SMART's Title VI Coordinator will assist in converting the verbal complaint to writing. SMART's representative will assist those with Limited English Proficiency (LEP) in filing a complaint.
4. Formal Complaints shall set forth as fully as possible the facts and circumstances surrounding the alleged discrimination and shall include the following information:
  - Name, address, and phone number of the Complainant
  - A written statement of the complaint, including the following details:
    - Basis of complaint (i.e., race, color, and national origin)
    - The nature of the incident that led the complainant to feel discrimination was a factor
    - A detailed explanation of the alleged discriminatory act(s)

- The date or dates on which the alleged discriminatory event or events occurred
  - If applicable, name(s) of alleged discriminating official(s)
  - Names, addresses and telephone numbers of persons who may have knowledge of the event(s)
  - Other agencies (state, local, or federal) where the complaint is also being filed (if applicable).
  - Complainant's signature and date.
5. Within 10 working days of receipt of a formal complaint, SMART's Title VI Coordinator will review and will provide the complainant with an acknowledgement letter informing the Complainant whether the complaint will be investigated by SMART or forwarded to the appropriate agency or organization for response.
  6. SMART's investigation may include a review of all relevant documents, practices and procedures as well as discussion(s) of the complaint with all affected parties to determine the nature of the problem. If more information is needed to investigate the complaint, SMART may contact the complainant. In the event of such request, the complainant has 30 days from the date of the letter to provide the requested information. If SMART is not contacted by the complainant or does not receive the additional information within 30 days, SMART can administratively close the investigation. An investigation can also be administratively closed if the complainant no longer wishes to pursue their complaint. SMART's investigation will be conducted and generally completed within 60 days of receipt of a formal complaint.
  7. Based on the information received, the SMART Title VI Coordinator prepares a written report to SMART's General Manager and General Counsel which includes a summary description of the incident findings and including:
    - The date of the written complaint
    - The date the complaint was received by SMART
    - The basis of the complaint (race, color, national origin, etc.)
    - A summary of the allegation(s)
    - Other agencies (state, local, or federal), if any, where the complaint has been filed, if any.
  8. SMART may then issue a closing letter to the complainant and Respondent, if applicable. The Complainant has 10 calendar days after the date of the closure letter to appeal.

9. A person may also file a complaint directly with the Federal Transit Administration Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
  
10. If information regarding SMART Title VI Complaint procedures is needed in another language, contact SMART Customer Service at (707) 794-3330 for assistance.

SMART's Civil Rights Complaint form for Title VI and ADA Complaints



Civil Rights Complaint Form  
(Title VI and ADA/§504 Complaints)

**Section I:**

Name: Telephone (Home/Cell):  
Address: Telephone (Work/Other):  
Email Address:  
Accessible Format Requirements:  Large Print  Audio Tape  
 IDD  Other:

**Section II:**

Are you filing this complaint on your own behalf?  Yes\*  No

\*If you answered "yes" to this question, go to **Section III**.

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.  Yes  No

**Section III:**

Title VI Complaint  ADA/§504 Complaint

I believe the discrimination I experienced was based on (check all that apply):

Race  Color  National Origin  Disability  Other

Date and time of Alleged Discrimination (Month, Day, Year)

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved, include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please attach additional page(s) to this form.

**Section IV**

Have you previously filed a Title VI/ ADA complaint with this agency?  Yes  No

**Section V**

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?  Yes  No

If Yes, check all that apply:

- Federal Agency
- State Agency
- Federal Court
- Local Agency
- State Court

Please provide information about a contact person at the agency/court where the complaint was filed:

Name:

Title:

Agency:

Address:

Telephone Number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

_____	_____
Signature	Date
_____	_____
Signature (of person assisting complainant, if needed)	Date

Please submit this form in person at either address below, or mail, email or fax this form to:

SMART - Attn: Title VI Coordinator  
 5401 Old Redwood Highway, Suite 200  
 Petaluma, CA 94954  
 Phone: 707-794-3330  
 Fax: (707) 794-3037 (Attn: SMART Title VI Coordinator)  
 Email: TitleVI@sonomamarintrain.org (include "Title VI Complaint" in the subject line)



## **Transit-Related Title VI Investigations, Complaints, And Lawsuits**

In accordance with FTA Circular 4702.1B, this update of SMART's Title VI Program details any transit-related Title VI investigation(s), lawsuit(s), or complaint(s) that have been filed since the last report in 2021. This list includes the date; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint.

Since the last report in 2021, SMART has conducted one formal investigation in response to one formal complaint received. On April 15, 2024, SMART received an internal Title VI complaint form from a customer, dated April 13, 2024, alleging discrimination based upon race. SMART's Title VI coordinator conducted an investigation of the complaint pursuant to its Title VI Complaint procedures. The allegations of discrimination in violation of Title VI were not sustained. On May 31, 2024, the Complainant was notified of the outcome of the investigation, and the right to file a complaint externally with the Federal Transit Administration, Office of Civil Rights.

No lawsuits have been filed regarding Title VI compliance since the last report in 2021.

# SMART's Public Participation Plan (PPP)

## Public Participation Plan Overview

SMART involves the public in regular information exchange in an effort to educate the public on SMART's services and projects and to gather input that informs SMART's provision of transportation facilities and services. As such, SMART seeks to promote public involvement opportunities and information exchange activities in all of the District's functional areas. Public engagement and communications are facilitated through a wide array of techniques and approaches that are inclusive, accessible, and are appropriately adapted for local area conditions in an effort to meet the needs of SMART's communities.

The SMART Public Participation Plan (PPP) is included as APPENDIX B. The SMART PPP identifies strategies to effectively involve the public in transportation decision-making. It describes a variety of methods and techniques to involve the public in the development of transportation plans, programs, and projects. Title VI and Limited English Proficiency compliance are integrated into SMART's public outreach techniques and methods.

SMART has been proactive in its efforts to engage the public in meaningful dialogue through a variety of means and programs outlined in the PPP. In addition to traditional methods, such as community events, presentations and meetings, SMART also utilizes social media and digital methods to engage the public. The following sections detail examples of engagement that has occurred since the last Title VI Program Update in 2021.

From October 2021 through August 2024, SMART participated in over 50 community events, including classroom visits, senior expos, wellness and job fairs, and various annual community events, to reach broad and diverse audiences in Marin and Sonoma counties.

A notable initiative is the expanded Field Trip program launched in January 2023. This program allows students the opportunity to ride the train to a variety of destinations on the corridor and learn about rail safety. It serves a diverse group of students from various cultural and economic backgrounds.

SMART engaged in several annual community events:

- Rotary Earth Day
- Senior Expos in Marin and Sonoma counties
- Butter and Egg Festival
- Cloverdale Citrus Fair
- Novato Festival of Art, Wine and Music
- May Madness Car Show and Parade
- Corte Madera Heritage Festival
- Marin County Fair
- National Night Out (Rohnert Park and San Rafael)

- Sonoma County Fair

Additionally, SMART participated in the Binational Health Series at the Resurrection Roman Catholic Parish Church, where we connected with many Spanish-speaking families and informed them about public transit services. We highlighted SMART's youth and seniors ride-free promotions and outreach, focusing on individuals facing financial insecurity. Most recently, we attended a Back-to-School Palooza that served over 200 low income, Latino students.

These efforts underscore SMART's commitment to engaging with diverse communities and providing valuable educational experiences through our outreach initiatives.

The following sections highlight some key examples of SMART's outreach efforts that have occurred since the 2021 Title VI Program.

### Santa Rosa Community Meeting

In March 2023, SMART and the City of Santa Rosa jointly hosted a community meeting to discuss the status of the City's proposed Jennings Avenue Rail Crossing across SMART's tracks in Santa Rosa. The meeting was hosted in a hybrid format, online via Zoom and in person at Helen Lehman Elementary School. Spanish interpretation and translation services were available. A separate online feedback form was provided to gather input and was available in English and Spanish.

*Figure 5: In-Person Attendees at the March 2023 Santa Rosa Community Meeting Held Jointly by SMART and the City of Santa Rosa*



### Construction Outreach

Over the last three years, SMART has had seven projects in construction including the:

1. Lakeville Ave. to Payran Ave. Project in Petaluma,
2. Payran Ave to Southpoint Blvd. Pathway Project in Petaluma,
3. Southpoint Blvd. to Main St. Pathway Project between Petaluma and Penngrove,

4. McInnis Pkwy. to Smith Ranch Rd. Pathway Project in San Rafael,
5. Petaluma North Infill Rail Station Project in Petaluma,
6. Windsor Rail Extension Project from North Santa Rosa to the Town of Windsor, and
7. Golf Course Dr. to Bellevue Ave. Pathway Project between Rohnert Park and Santa Rosa.

SMART engages in construction outreach activities to support community awareness of SMART projects, inform residents of construction activities, and advise members of the public on avoiding construction-related impacts. SMART posts notices online, at stations, on social media, news publications, and local partners to help keep the public informed. Outreach also includes the neighborhood information distribution through bilingual door hangers with content in both English and Spanish. These activities are additional to the regular customer communications through social media and onboard trains during service hours.

Figure 6: SMART Construction Notice Door Hanger Material in English and Spanish

## PETALUMA NORTH STATION CONSTRUCTION NOTICE

SMART contractor Stacy & Witbeck/Ghilotti Brothers, Inc. is mobilizing to begin construction of the Petaluma North Station located at Corona Road. Due to daytime passenger service, some overnight work will be required. Activities will include: construction of the station platform, sidewalk and pathway, reconstructing the tracks, and train control systems testing.

**Overnight construction work on the platform is scheduled for January 26/27 and February 2/3, 9 PM—5 AM.**


**Work hours are generally 7 AM—7 PM with some overnight work expected.** Construction activities and equipment will produce some dust and noise. Expect the beeping sound of vehicles backing up and construction lights at night.

**Completion of the station is expected in late December 2024.**


See map below with construction zone in **red**.


For more information about SMART construction please visit [www.sonomamarintrain.org/construction-updates](http://www.sonomamarintrain.org/construction-updates). To sign up for email updates scan the QR code below or use this link: <http://eepurl.com/IHC0Pc>.

*Safety is our first priority. We work hard to maximize safety during our construction phase. Please do your part and stay clear of all construction equipment and activities.*



Subscribe for  
Updates





## AVISO DE CONSTRUCCIÓN DE LA ESTACIÓN PETALUMA NORTH

Stacy & Witbeck/Ghilotti Brothers Inc., contratista de SMART, se está movilizandando para comenzar la construcción de la estación Petaluma North ubicada en Corona Road. Debido al servicio de pasajeros durante el día, será necesario realizar algunos trabajos durante la noche. Las actividades incluyen la construcción de la plataforma de la estación, la banqueta, la reconstrucción de la vía y las pruebas de los sistemas de control de trenes.

**Los trabajos de construcción nocturnos en la plataforma están programados para el 19 y 20 de enero, de 9 PM a 5 AM.**


**El horario de trabajo generalmente sera de 7 AM a 7 PM y se puede esperar algo de trabajo durante la noche.** Actividades y equipos de construcción producirán algo de polvo y ruido. Espere el pitido de los vehículos dando marcha atrás y las luces de construcción por la noche.

**Se espera que la estación esté terminada a finales de diciembre de 2024.**


Vea el mapa a continuación con la zona de construcción en **rojo**.

Para obtener más información sobre la construcción SMART, visite [www.sonomamarintrain.org/construction-updates](http://www.sonomamarintrain.org/construction-updates). Para registrarse para recibir actualizaciones por correo electrónico, escanee el código QR a continuación o utilice este enlace: <http://eepurl.com/gNguwT>.

*La seguridad es nuestra principal prioridad y trabajamos duro para maximizar la seguridad durante nuestro trabajo de construcción. Haga su parte y manténgase alejado de todos los equipos y actividades de construcción.*



Suscríbese para recibir  
actualizaciones






Figure 7: SMART Construction Notice Detour Information in English and Spanish

**North McDowell Blvd. detour on April 12-15, 2024**  
**Desvío en North McDowell Blvd. el 12 -15 de abril, 2024**



Pathway Outreach

The SMART Pathway is considered a transit facility as it provides first and last mile access to SMART rail stations. The Pathway is an important component of SMART’s system, particularly as a high proportion (around 13-15%) of SMART passengers bring bicycles on-board the train. In 2023, SMART conducted an intercept survey of Pathway users to understand the trip purpose for users, their trip frequency on the pathway, and to better understand what concerns or improvements they would like addressed. The survey was conducted in-person and was available online in both English and Spanish.

Figure 8: Sandwich Board in English and Spanish located on the Pathway as part of SMART's 2023 Pathway Intercept Survey



### Youth Ride Free Summer Campaign

In partnership with the other transit providers in Marin and Sonoma Counties, SMART offered free fares for youth in Summer 2023. The campaign was intended promote local and regional transit services as an affordable and safe way to travel. See Figure 9 below for promotional material in Spanish.

Figure 9: Youth Ride Free Summer 2023 Spanish Advertisement

**Verano 2023**  
**Jóvenes Viajan Gratis**

**Sonoma County Transit**  
**SMART**  
**Santa Rosa CityBus**  
**marin transit**  
**Petaluma Transit**

**visitenos en linea**

**SMART**  
[sonomamarintrain.org/YRF](http://sonomamarintrain.org/YRF)

**Sonoma Co. Transit**  
[sctransit.com](http://sctransit.com)

**Santa Rosa CityBus**  
[srcity.org/fares](http://srcity.org/fares)

**Petaluma Transit**  
[transit.cityofpetaluma.net](http://transit.cityofpetaluma.net)

**Marin Transit**  
[marintransit.org](http://marintransit.org)

**Tu boleto a la diversión**  
**junio, julio y agosto**  
**¡Los jóvenes K-12 viajan GRATIS en transporte público en Sonoma y Marin!**

El transporte público ofrece infinitas posibilidades para viajes divertidos este verano. Viajar en tren y autobús es una forma segura y confiable de moverse. ¡Empieza a planificar tus aventuras de verano ahora!

No se necesita pase, los pasajeros simplemente presentan una identificación emitida por la escuela o el gobierno. Identificaciones del semestre de primavera de 2023 están bien.



## Rail Safety Information

In partnership with Operation Lifesaver California, SMART promotes messages that encourage safe behavior near tracks and trains (example shown in Figure 10 and 11). Rail safety materials are provided in English and Spanish and are available on SMART's website and at SMART's customer service desk. SMART prioritizes the need to enhance public awareness of what constitutes safe behavior around the active railroad right of way and has taken a proactive approach to convey rail safety information to the community.

Figure 10: SMART rail safety training materials, published in English and Spanish



Figure 11: Rail safety cards available on-board trains and at the SMART Customer Service Desk

## THINK SAFETY FIRST.

- Never walk on the railroad tracks.  
Walking on the tracks is illegal and dangerous.
- Stay behind the yellow strip on the platform before boarding and after exiting the train.  
Always allow people to exit first, before you board.
- Drivers should never stop on the tracks.


FOR MORE RAILROAD SAFETY INFORMATION,  
Visit [BeTrackSMART.org](http://BeTrackSMART.org)  
or call us at (707) 794-3330.



## PIENSE PRIMERO EN LA SEGURIDAD.

- Nunca camine sobre las vías del tren.  
Es ilegal y peligroso caminar sobre las vías.
- Manténgase detrás de la línea amarilla en la plataforma antes de abordar y después de salir del tren. Siempre permita que las personas salgan antes de abordar.
- Los conductores nunca deben detenerse en las vías.

Para más información de seguridad ferroviaria, conéctese a [BeTrackSMART.org](http://BeTrackSMART.org) o llámenos al (707) 794-3330.



## SMART’s Advisory Body Composition

The SMART Board approved a “Measure Q Expenditure Plan” in July 2008 as part of the ¼ cent sales tax ballot measure that was put before the voters. That sales tax measure was approved by nearly 70% of the voters in November 2008. The Measure Q Expenditure Plan included as a guideline for implementation of the plan that “A Citizens Oversight Committee will be established by the SMART Board to provide input and review on the Strategic Plan and subsequent updates”. The Strategic Plan is a document updated every five years, per Measure Q Expenditure Plan requirements. As a fixed route system, SMART is expected to draw passengers from throughout the counties of Marin and Sonoma, and as such the two combined counties constitute the District and SMART’s Service Area. Thus, the Citizen Oversight Committee is comprised of representatives from both counties.

*Figure 12: 2023 Social Media Post advertising the open application period for interested Citizens Oversight Committee Members*



In December 2022, the SMART Board approved the Citizen Oversight Committee (COC) bylaws<sup>1</sup> expanding the Committee’s role in reviewing and providing input on budgetary and financial matters, capital projects, and major strategic initiatives in addition to SMART’s five-year Strategic Plan. The adopted COC bylaws specified organizations eligible to nominate COC members, membership composition and eligibility, committee responsibilities and meeting frequency, and three-year member term limits. Following the adoption of the COC Bylaws, committee positions were advertised through a press release, email blast and social media posts. Local Community Based Organizations

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1

[https://sonomamarintrain.org/sites/default/files/Board/COC%20Documents/COC%20Bylaws\\_12.07.2022.pdf](https://sonomamarintrain.org/sites/default/files/Board/COC%20Documents/COC%20Bylaws_12.07.2022.pdf)

(CBOs), many of which focus on serving minority populations, were informed of SMART’s COC recruitment through the communications channels mentioned above. An Ad-Hoc Committee was appointed to review the 43 COC applicants and recommend appointments to the SMART Board, which were approved in February 2023.

SMART’s current COC is comprised of nine members, whose terms commenced in 2023 and 2024. COC members at the time of plan submission include: Dani Sheehan-Meyer (Chair), Thomas Engdahl (Vice Chair), Lucy Dilworth, Sherry Adams, Kevin Hagerty, Zachary Kushel, Sandi McCubbin, Conor McCay, and Anthony Nachor.

*Table 1: Minority Representation on the Citizens Advisory Committee*

	Citizens Advisory Committee		SMART District (Sonoma & Marin Counties)	
<b>Total</b>	9	100%	748,921	100%
<b>Male</b>	5	56%	368,461	49.2%
<b>Female</b>	4	44%	380,460	50.8%
<b>American Indian and Alaska Native</b>	0	0%	6,331	0.8%
<b>Asian</b>	1	11%	38,236	5.1%
<b>Black or African American</b>	0	0%	13,813	1.8%
<b>Native Hawaiian or other Pacific Islander</b>	0	0%	2,035	0.3%
<b>Some Other Race alone</b>	0	0%	87,020	11.6%
<b>Two or More Races</b>	0	0%	78,734	10.5%
<b>Minority Persons (sum of above)</b>	-	0%	226,169	30.2%
<b>Hispanic or Latino</b>	0	0%	179,757	24.0%
<b>White alone, not Hispanic or Latino</b>	8	89%	522,752	69.8%

*Source: American Community Survey (ACS) 2022 5-Year Estimates Data Profiles for Sonoma and Marin Counties.*

## Limited English Proficiency (LEP) Four Factor Analysis and Plan

### Limited English Proficiency (LEP) Plan Overview

As part of SMART’s responsibilities as a recipient of federal financial assistance, SMART is required to prepare a Limited English Proficiency (LEP) Plan to identify and address the needs of individuals with limited English proficiency. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, Federal Transit Administration

Circular 4702.1B dated October 1, 2012, which state that no person shall be subjected to discrimination based on race, color, or national origin.

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency indicates that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

To prepare the LEP Plan, SMART undertook the U.S. Department of Transportation (U.S. DOT) four- factor LEP analysis which considers the following factors:

- The number or proportion of LEP persons in the service area who may be served or are likely to encounter a SMART program, activity, or service
- The frequency with which LEP persons encounter SMART programs, activities, or services
- The nature and importance of programs, activities or services provided by SMART to the LEP population
- The resources available to SMART and overall cost to provide LEP assistance.

To complete the different analyses, SMART relied on 5-year American Community Survey Data for the years 2017 and 2022 as well as the Metropolitan Transportation Commission's 2023/2024 SMART Onboard Survey. A summary of the results of the SMART four-factor analysis is in the following section.

## Four Factor Analyses

### *Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by SMART*

SMART's principal potential ridership consists of Marin County and Sonoma County residents. According to the American Communities Survey (ACS) data on languages spoken at home among the population over five years old, there is a lot of linguistic diversity among residents of Marin and Sonoma Counties, but this diversity is captured by a small proportion of the overall population and is primarily concentrated among Spanish speakers. Minor population and demographic shifts have occurred within these groups between the two time points observed, 2017 and 2022. However, these population shifts have not resulted in significant changes in LEP speakers. See Table 2 for the language spoken at home for the total population above the age of 5 in Sonoma and Marin Counties in 2017 and 2022.

Table 2: Language Spoken at Home for the Population 5 Years and Over in SMART’s Service Area

	2017	2022	2017	2022	2017	2022
Language Spoken	Marin County	Marin County	Sonoma County	Sonoma County	Both Counties	Both Counties
<b>Total Population</b>	248,260	249,100	474,758	465,562	723,018	714,662
<b>English Only</b>	191,880	196,420	353,435	343,472	545,315	539,892
<b>Spanish</b>	31,867	27,820	93,718	94,726	125,585	122,546
<b>French, Haitian, or Cajun</b>	2,865	2,302	1,830	2,006	4,695	4,308
<b>German or other West Germanic languages</b>	2,655	2,344	2,613	2,191	5,268	4,535
<b>Russian, Polish, or other Slavic languages</b>	2,198	2,212	1,833	1,380	4,031	3,592
<b>Other Indo-European languages</b>	7,317	6,717	6,656	6,469	13,973	13,186
<b>Korean</b>	671	977	975	810	1,646	1,787
<b>Chinese (incl. Mandarin, Cantonese)</b>	2,527	2,766	3,020	2,894	5,547	5,660
<b>Vietnamese</b>	1,101	1,420	1,310	2,117	2,411	3,537
<b>Tagalog (incl. Filipino)</b>	1,525	1,061	2,413	3,261	3,938	4,322
<b>Other Asian and Pacific Island languages</b>	2,154	2,215	4,511	3,717	6,665	5,932
<b>Arabic</b>	369	899	747	997	1,116	1,896
<b>Other and unspecified languages</b>	1,131	1,947	1,697	1,522	2,828	3,469

Source: American Community Survey, Table ID C16001, 2017 Five Year Estimate and 2022 Five Year Estimate

According to the 5-year ACS data for 2022, 71,715 individuals above the age of five are LEP speakers within the combined population of SMART’s District. The share of LEP speakers

account for approximately 10% of Marin and Sonoma County residents above the age of 5. Among the languages surveyed, 7.6% of individuals across the two counties who identified as speaking English “not very well” speak Spanish at home. The other LEP individuals are speakers of languages that account for less than 1% of the total population, such as other Indo-European language speakers (0.5%), Chinese speakers (0.5%), Vietnamese speakers (0.3%), other Asian and Pacific Island language speakers (0.3%), Tagalog speakers (0.2%), and other and unspecified languages (0.2%). Table 3 shows the breakdown of the population in SMART’s District by language spoken at home and the share of LEP speakers by primary language spoken.

*Table 3: Total Limited English Proficiency (LEP) Individuals and LEP Individuals as a Percent of the Total Population in SMART’s District*

	Total for Both Counties	Number of LEP Language Speakers	Percent of the Total Population	Percent of LEP population
<b>Total Population</b>	714,662	71,715	10.0%	100%
<b>Language Spoken at Home for the Population 5 Years and Over</b>				
<b>English Only</b>	539,892	N/A	76%	N/A
<b>Spanish</b>	122,546	54,404	7.6%	76%
<b>French, Haitian, or Cajun</b>	4,308	418	0.1%	1%
<b>German or other West Germanic languages</b>	4,535	365	0.1%	1%
<b>Russian, Polish, or other Slavic languages</b>	3,592	1,002	0.1%	1%
<b>Other Indo-European languages</b>	13,186	3,699	0.5%	5%
<b>Korean</b>	1,787	950	0.1%	1%
<b>Chinese (incl. Mandarin, Cantonese)</b>	5,660	3,264	0.5%	5%
<b>Vietnamese</b>	3,537	1,998	0.3%	3%
<b>Tagalog (incl. Filipino)</b>	4,322	1,379	0.2%	2%
<b>Other Asian and Pacific Island languages</b>	5,932	2,134	0.3%	3%
<b>Arabic</b>	1,896	560	0.1%	1%
<b>Other and unspecified languages</b>	3,469	1,542	0.2%	2%

Source: American Community Survey, Table ID C16001, 2017 Five Year Estimate and 2022 Five Year Estimate

The Department of Transportation (DOT) has adopted the Department of Justice’s Safe Harbor Provision.

*The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient’s written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.*

Based on this above analysis of census data, SMART has determined that within the District boundaries LEP Spanish speakers meet the 5% population threshold, while LEP speakers of Chinese, Vietnamese, and Tagalog each meet the “safe harbor” language threshold of greater than 1,000 LEP individuals per federal guidelines. SMART is unable to determine if other LEP speakers identified in the census categories of Russian, Polish, or other Slavic languages, Other Indo-European languages, or Other Asian and Pacific Island languages also meet the 1,000 individual threshold, as SMART cannot disaggregate the individual languages within these census categories. Due to SMART’s large service area, the 1,000-person Safe Harbor threshold represents a very small percentage of the overall population, as is the case for Chinese (0.5%), Vietnamese (0.3%), and Tagalog (0.2%) LEP individuals.

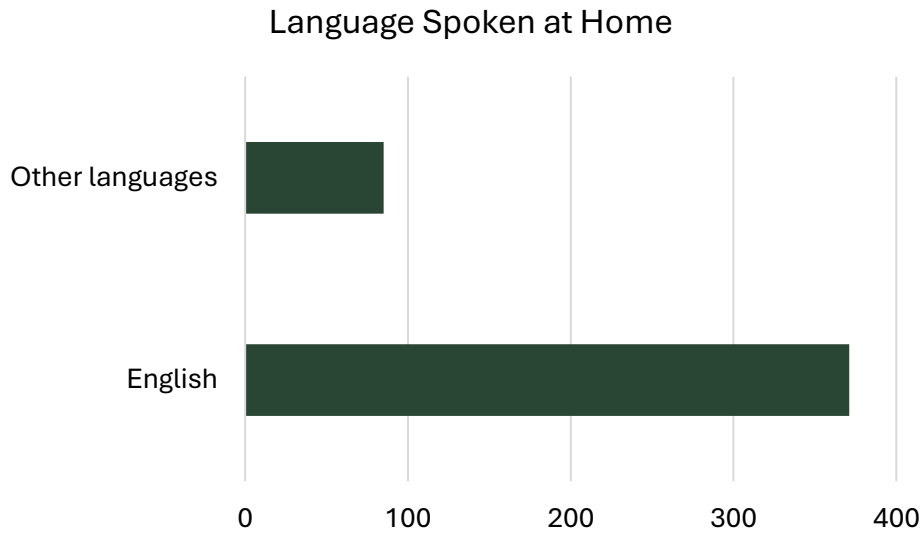
Given this determination, SMART will provide written translation of vital documents in Spanish, Chinese, Vietnamese, and Tagalog in accordance with the Safe Harbor Provision. Vital documents are defined on page 39.

***Factor 2: The frequency with which LEP individuals encounter SMART***

The Metropolitan Planning Organization (MPO) for SMART’s region is the Metropolitan Transportation Commission (MTC), and they conduct on-board surveys on behalf of transit agencies in the Bay Area. The last survey conducted for SMART was completed between 2023 and 2024, and it found that 81.4% (371) of respondents spoke English at home while the other 18.6% (85) respondents reported speaking other languages at home (Figure 13).



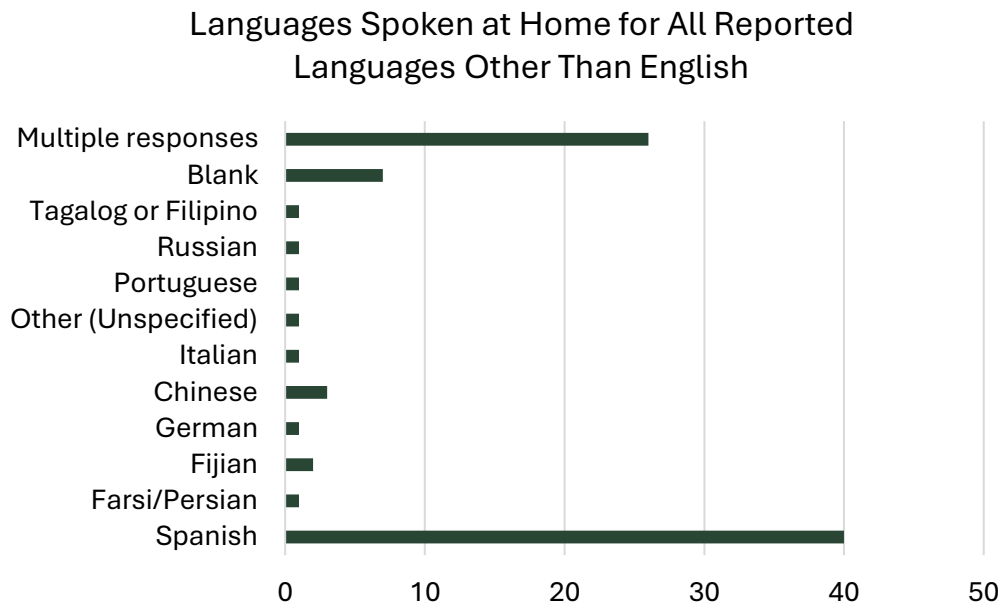
Figure 13: SMART Onboard survey respondents languages spoken at home



Source: 2023/2024 Onboard Survey, Question 15 Results

Of the languages spoken at home other than English, respondents reported speaking at home multiple languages, Spanish, Tagalog or Filipino, Russian, Portuguese, Italian, Chinese, German, Fijian, Farsi/Persian, other (unspecified) languages, or chose to leave the response blank (Figure 14).

Figure 14: Breakdown of Languages Spoken at Home Other than English



Source: 2023/2024 Onboard Survey, Question 15 Results

For all respondents, Spanish speakers made up 8.8%, 5.7% provided multiple responses, 1.5% did not respond to the question, 0.7% Chinese speakers, 0.4% Fijian speakers, and 0.2% Farsi/Persian, 0.2% Russian, 0.2% Portuguese, 0.2% Italian, 0.2% Tagalog or Filipino, 0.2% German, and 0.2% Other (unspecified).

For all respondents, 94% reported speaking English “very well” or “well”, 4% reported speaking English “not well” or “not at all”, and the other 2% either offered multiple responses or chose to not answer the question (Figure 15).

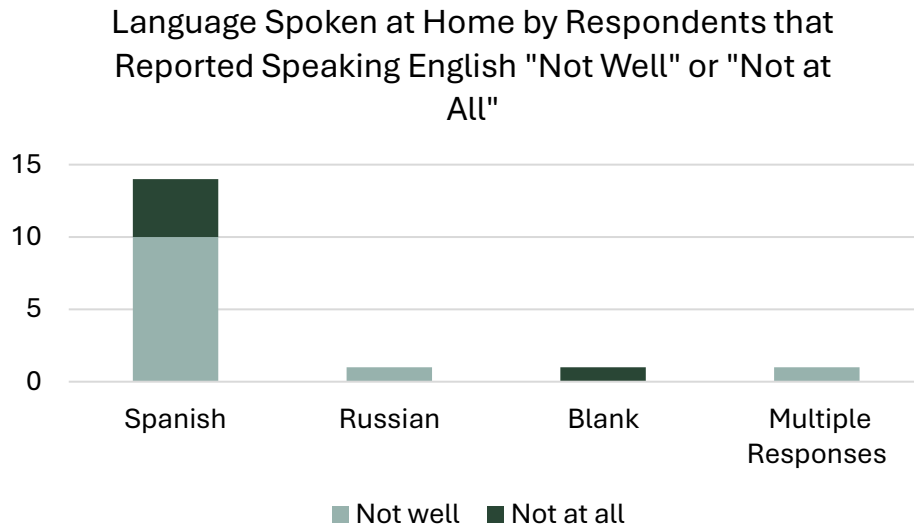
Figure 15: Onboard Survey Respondents Proficiency in English



Source: 2023/2024 Onboard Survey, Question 16 Results

Among respondents that speak a language other than English at home, 51% reported speaking English “Very well”, 24% reported speaking English “well”, 14% reported speaking English “not well”, 6% reported speaking English “Not at all”, and the remaining 6% left the response blank. The majority of respondents that spoke English “not well” or “not at all” identified as Spanish speakers (Figure 16).

Figure 16: Language Breakdown for those Survey Respondents with Limited English Proficiency



Source: 2023/2024 Onboard Survey, Question 15 and 16 Results

The on-board survey results suggest that approximately 4% of SMART’s riders were determined to be LEP individuals (Figure 15). The onboard survey data indicate that LEP individuals do encounter SMART services, as one of main transit providers in Sonoma and Marin Counties. Among the LEP individuals identified through the census data analysis, LEP Spanish speakers have been found to frequently interact with SMART’s service according the MTC onboard survey results.

**Factor 3: The nature and importance of SMART to people’s lives**

As one of the main providers of public transit service in Sonoma and Marin Counties, SMART offers a critical service providing access to jobs, health care, education, and other destinations, particularly for individuals without access to a car. Additionally, SMART operates an active rail corridor that travels through and connects existing neighborhoods and communities, and in this way is part of the community fabric. For these reasons, SMART is especially important to the people that depend on it, and the communities that live around the corridor.

As an essential service, SMART strives to make it easy to access services and does not require compulsory activities such as filing applications, seeking consent, or conducting interviews. In special cases, however, such as customers purchasing prepaid fares, or requiring an application for special discount programs for seniors, persons with a disability, or youth, care will be taken to provide language assistance when needed. SMART participates in the regional Clipper Start program, which does require participants to

complete an application to secure the fare discount. The Clipper Start application is available in English, Spanish, Tagalog and Chinese.

Additionally, as an active rail corridor within existing neighborhoods, SMART takes seriously the need to enhance public awareness of what constitutes safe behavior around the active railroad right of way. SMART has taken a proactive approach to reach out to the community to convey a rail safety message and offers translations into Spanish and will provide language assistance to communicate rail safety to the public.

*Factor 4: The resources available to SMART and costs associated with providing language services*

Adequate resources are critical for successful LEP programs. Many costs associated with delivery of service to LEP individuals are already included in the daily cost of doing business in a diverse environment. To the extent they are not already included, SMART will endeavor to meet LEP service needs while managing costs to the extent possible.

The cost of providing language assistance has been minimized by ensuring the statistically significant language population has translated materials. Bilingual SMART staff and other languages are available through SMART's contracted services with LanguageLine Solutions, which provides on-demand interpretation in over 240 languages.

In the development of SMART's Clipper-enabled fare collection machines, all screen interfaces were translated into Spanish for both the visual screens and the audio recordings made available through the audio-jack function for Americans with Disabilities Act compliance.

**LEP Plan/Language Assistance Plan (LAP)**

SMART began operating full passenger service in August 2017. SMART's LEP Plan, first adopted in July 2015, was developed while SMART was exclusively in a construction phase without operating service. SMART developed the LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency that wish to access information about SMART's transit services, projects and programs. Modifications to the LEP services offered through SMART will occur over time as needed.

This plan outlines the ways in which assistance may be provided, staff training that may be required, and how to notify LEP people that assistance is available.

### Language Assistance Measures

Based on the four-factor analysis and the “safe harbor” language guidelines, SMART has determined that vital documents will be translated into Spanish, Chinese, Vietnamese, and Tagalog. According to FTA guidance under C4702.1B, vital written documents include, but are not limited to, consent and complaint forms; intake and application forms with the potential for important consequences; written notices of rights; notices of denials, losses, or decreases in benefits or services; and notices advising LEP individuals of free language assistance services. Consistent with this guidance, SMART as identified the following vital documents for translation into Spanish, Chinese, Vietnamese and Tagalog:

- Title VI Notice
- Title VI Complaint Procedure
- Title VI Complaint Form
- Rail System Schedules.

As Spanish is the predominant language of LEP individuals in SMART’s District and Spanish speaking LEP individuals engage frequently with SMART services, SMART will continue to focus language assistance to Spanish speaking populations.

On occasion, informational pieces may be printed in a language other than English or Spanish, if needed in the target market or area being served. Additionally, where possible, SMART will utilize universal symbols to communicate information about accessing and using SMART services in order to eliminate barriers for LEP individuals.

SMART has a number of new initiatives that will enhance the information available for LEP individuals navigating SMART’s System. These initiatives include SMART’s expanded real-time train information signage project, expanded on-board and on-platform signage in English and Spanish, and SMART’s efforts in partnership with MTC of the implementation

Figure 17: SMART SMS Real-Time Information Sign



Figure 18: Fare tap machine with translation in Spanish and Chinese



of regional mapping and wayfinding. SMART will be installing e-ink real-time information signs with train arrival information. These signs will provide information in English and Spanish and will have an automated button to audibly convey the displayed message for those that are visually impaired. SMART recently conducted an audit of signage at stations and on-board to look at opportunities for expanded signage and information to support LEP individuals. SMART will be adding additional information in Spanish, the language that has a statistically significant LEP population in the District, on our system in 2025.

Lastly, SMART is supporting the MTC-lead regionwide mapping and wayfinding initiative being rolled out for all 27 transit agencies in the Bay Area, which aims to enhance wayfinding for people looking to access and connect between transit services in the region. These signs will include universal symbology, uniform information, and translated content. The initial materials will be launched at two SMART stations in FY25.

There are numerous language assistance measures available to LEP persons, including both oral and written language services. There are also ways in which SMART staff may respond to LEP persons, whether in person, by telephone or in writing. These include:

- Post the SMART Title VI Program Statement and LEP Plan on the agency website, [www.sonomamarintrain.org](http://www.sonomamarintrain.org), in English and Spanish.
- All public information meetings have a staff English-Spanish language translator on site.
- All information flyers, door hangers and letters to the public include Spanish Language translations.
- Use of Language Identification Flashcards Documentation of language assistance requests.
- Network with local human service organizations that provide services to LEP individuals and seek opportunities to provide information on SMART programs

and services, including Community Action Partnership of Sonoma County and Los Cien.

- Provide bilingual SMART staff at community events, public hearings, and Board of Directors meetings.
- Provide bilingual audio-visual fare machines.
- Placement of statements in notices and publications that interpreter services are available for these meetings, with two-day advance notice.
- Provide multilingual customer service through LanguageLine Solutions.
- Include language “Spanish a plus” on transit operator recruitment flyers and onboard recruitment posters.

### Staff Training

Title VI Program and language access training is provided to SMART administrative and operations staff upon hire and periodically thereafter and includes the following:

- Information on the SMART Title VI Procedures and LEP responsibilities  
Description of language assistance services offered to the public.
- Use of phone translation services via LanguageLine Solutions.
- How to handle a potential Title VI/LEP complaint.

From 2017-2020, SMART contracted with Golden Gate Transit for the provision of customer services including Call Center services in over 150 languages. In 2020, SMART assumed customer services with SMART staff; similar language access has been made available through LanguageLine Solutions, which provides on-demand interpretation in over 240 languages.

SMART currently employs 3 customer service positions, two of whom are bilingual in Spanish/English; in addition, customer service is supported as needed by administrative staff fluent in additional languages including French, Tagalog, Farsi, and Portuguese. SMART also offers a staff development program that allows staff to pursue work-related education, including language education as applicable to their position.

### Outreach Techniques

When staff prepares a document or schedules a meeting where the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in the language of the known LEP population(s). Interpreters will be available as needed.

When presenting information at a public meeting, SMART makes available a Spanish Language translator upon request. All information flyers, door hangers and letters to the public include attached Spanish Language translation in the primary distribution format.

### Monitoring and Updating the LEP Plan

SMART will update the LEP periodically as required by U.S. DOT. The update may include information regarding the following:

- The number of documented LEP person contacts encountered annually; how the needs of LEP persons have been addressed.
- The current LEP population in the SMART service area if the need for translation services has changed.
- If local language assistance programs have been effective and sufficient to meet the need.
- If SMART's financial resources are sufficient to fund the language assistance resources needed.
- A possible survey of train operators and other front-line staff, like dispatchers, administrative assistants, and planners, on their experience concerning any contacts with LEP persons.
- The extent to which SMART has complied with the goals of this LEP Plan.
- If complaints have been received concerning SMART's failure to meet the needs of LEP individuals.

### Dissemination of the SMART LEP Plan

A link to the SMART LEP Plan and the Title VI Program Statement and Procedures is included on the SMART website at [www.sonomamarintrain.org](http://www.sonomamarintrain.org). Any person or agency with internet access will be able to access and download the plan from the SMART website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, email, or in person and shall be provided with a copy of the plan at no cost. LEP individuals may request copies of the plan to be provided in alternative languages and SMART will endeavor to fulfill those requests.



## Subrecipient Oversight and Assistance with Title VI Compliance

Per FTA Circular 4702.1B, primary recipients of FTA funding, are required to detail within the Title VI program how subrecipients are complying with Title VI. SMART is a direct recipient and does not have any subrecipients it passes funding through to. Therefore, subrecipient compliance and oversight is not included in SMART's Title VI Program as it is not applicable.

## Facility Site and Equity Analysis

Per FTA Circular 4702.1B, a recipient is required to include a copy of the Title VI equity analysis conducted during the planning stage for any facility constructed such as a vehicle storage facility, maintenance facility, operation center, etc. SMART has not constructed such a facility since the last Title VI Program Update.

# Smart's Title VI Systemwide Standards and Service Policies

## **System-Wide Service Standards**

SMART sets quantitative system-wide service standards to ensure equitable service across all jurisdictions and populations served by the SMART system. Service standards are established for several indicators including trip headways, vehicle load factors, schedule coverage, and on-time performance prevent discriminatory service designs and operations decisions.

### System Configuration

SMART operates on a fixed guideway rail system, providing passenger service on one north-south route. SMART's rail alignment is primarily a single-track rail line, with siding areas for passing trains. Single-track rail systems can be subject to operational limitations. In 2022, SMART became the public short line freight rail operator on the rail corridor, having received Surface Transportation Board approval to assume common carrier responsibilities from the private freight operator on the corridor (June 11, 2021, Surface Transportation Board Docket 1310X). The legislation establishing the SMART District requires the continuance of short haul freight on the corridor, which SMART operates outside the hours of passenger service.

SMART's current rail car fleet consists of 18 rail cars. The train sets are currently comprised of an "A" and "B" cars combined into 2 and 3-car train sets. Platform lengths are designed for up to three car trains and provide for level boarding. SMART rail vehicles are divided into two age categories: The original cars and the additional cars. Fourteen of the cars are part of the original order. These are the same age and condition, having been manufactured and delivered between April 2015 and December 2015. Four additional cars were manufactured for delivery in late 2018 with deployment in Fall of 2019.

### System-Wide Service Policies

SMART is required to adopt system-wide service policies necessary to guard against service design and operational policies that may have disparate impacts. System-wide policies differ from service standards in that they are not necessarily based on a quantitative threshold. All service policies will provide equitable service across all jurisdictions and populations served by the SMART system. All policies are subject to approval by the SMART Board.

### Vehicle Assignment

Vehicle age and type are similar for all the vehicles in the fleet. SMART operates two-car train sets comprised of an "A" car and a "B" car. SMART can deploy the "A" and "B" cars

into two- and three-car train set configurations depending on rail car availability and passenger demand. All vehicles are assigned to the same route between Airport Boulevard and Larkspur. All rail cars comply with Americans with Disabilities Act (ADA) requirements, including wheelchair accessible spaces and level platform boarding.

### Schedule

Since the start of passenger revenue service in August 2017, all stations receive the same level of rail service, with all trains consisting of two and three-car train sets and all trains stopping at all stations the same number of times per day and at the same headways. In 2022, SMART fully restored service to pre-COVID pandemic levels, with 19 southbound and 19 northbound trains on weekdays, with service hours from 4:39 a.m. to 10:05 p.m. Additionally, SMART fully restored and expanded weekend service levels compared to pre-COVID pandemic levels, operating weekend schedule on both Saturday and Sunday with 8-southbound and 8-northbound trains providing service from 7:16 a.m. to 8:57 p.m. In August 2024, SMART added two weekday trips, 2 southbound and 2 northbound, to offer additional morning and midday service, creating a total of 42 weekday trips.

Figure 18: SMART's Train Schedule Effective August 12, 2024, includes 21 Southbound and 21 Northbound Weekday Trips and 8 Southbound and 8 Northbound Weekend Trips. Published in English and Spanish.



**Train Schedule effective Monday, August 12, 2024**  
**Horario de Trenes en efecto el 12 de agosto del 2024**

NEW schedule with expanded weekday service facilitating school commutes and midday travel!  
 ¡Nuevo horario con mas servicio entre semana facilitando viajes a escuelas y los viajes al mediodía!



SOUTHBOUND WEEKDAYS - Sonoma County Airport to Larkspur DIRECCIÓN SUR EN DIAS LABORALES - Aeropuerto del Condado de Sonoma a Larkspur	
Trip Number/Viaje de Tren	1 3 NEW 7 9 11 13 15 17 19 NEW 23 25 27 29 31 33 35 37 39 41
Sonoma County Airport	439 502 534 606 638 710 742 814 918 1022 1054 1245 137 221 253 325 357 501 533 605 709
Santa Rosa North	446 509 541 613 645 717 749 821 925 1029 1101 1252 124 228 300 332 404 508 540 612 716
Santa Rosa Downtown	450 513 545 617 649 721 753 825 929 1033 1105 1256 128 232 304 336 408 512 544 616 720
Rohnert Park	458 521 553 625 657 729 801 833 937 1041 1113 1264 136 240 312 344 416 520 552 624 728
Cotati	501 524 556 628 700 732 804 836 940 1044 1116 1267 139 243 315 347 419 523 555 627 731
Petaluma Downtown	516 539 611 643 715 747 819 851 955 1059 1131 1272 154 258 330 402 434 538 610 642 746
Novato San Marin	528 551 623 655 727 759 831 903 1007 1111 1143 134 206 310 342 414 446 550 622 654 758
Novato Downtown	531 554 626 658 730 802 834 906 1010 1114 1146 137 209 313 345 417 449 553 625 657 801
Novato Hamilton	539 602 634 706 738 810 842 914 1018 1122 1154 145 217 321 353 425 457 601 633 705 809
Marin Civic Center	545 608 640 712 744 816 848 920 1024 1128 1200 151 223 327 359 431 503 607 639 711 815
San Rafael	551 614 646 718 750 822 854 926 1030 1134 1206 157 229 333 405 437 509 613 645 717 821
Larkspur	558 621 653 725 757 829 901 933 1037 1141 1213 204 236 340 412 444 516 620 652 724 828

SOUTHBOUND WEEKENDS & HOLIDAYS DIRECCIÓN SUR en Fin de Semana y Dias Festivos	
Trip Number / Viaje de Tren	1 3 5 7 9 11 13 15
Sonoma County Airport	716 821 932 1131 1227 245 422 600
Santa Rosa North	723 828 939 1138 1234 252 429 607
Santa Rosa Downtown	727 832 943 1142 1238 256 433 611
Rohnert Park	735 840 951 1150 1246 304 441 619
Cotati	738 843 954 1153 1249 307 444 622
Petaluma Downtown	753 858 1009 1208 1304 322 459 637
Novato San Marin	805 910 1021 1220 1316 334 511 649
Novato Downtown	808 913 1024 1223 1319 337 514 652
Novato Hamilton	816 921 1032 1231 1327 345 522 700
Marin Civic Center	822 927 1038 1237 1333 351 528 706
San Rafael	828 933 1044 1243 1339 357 534 712
Larkspur	835 940 1051 1250 1346 404 541 719

NORTHBOUND WEEKDAYS - Larkspur to Sonoma County Airport DIRECCIÓN NORTE EN DIAS LABORALES - Larkspur al Aeropuerto del Condado de Sonoma	
Trip Number/Viaje de Tren	2 4 NEW 8 10 12 14 16 18 NEW 22 24 26 28 30 32 34 36 38 40 42
Larkspur	608 640 712 744 816 920 952 1056 1215 1247 223 255 327 359 431 503 535 639 711 743 850
San Rafael	615 647 719 751 823 927 959 1103 1222 1254 230 302 334 406 438 510 542 646 718 750 857
Marin Civic Center	620 652 724 756 828 932 1004 1108 1227 1259 235 307 339 411 443 515 547 651 723 755 902
Novato Hamilton	626 658 730 802 834 938 1010 1114 1233 105 241 313 345 417 449 521 553 657 729 801 908
Novato Downtown	632 704 736 808 840 944 1016 1120 1239 111 247 319 351 423 455 527 559 703 735 807 914
Novato San Marin	635 707 739 811 843 947 1019 1123 1242 114 250 322 354 426 458 530 602 706 738 810 917
Petaluma Downtown	648 720 752 824 856 1000 1032 1136 1255 127 303 335 407 439 511 543 615 719 751 823 930
Cotati	701 733 805 837 909 1013 1045 1149 108 140 316 348 420 452 524 556 628 732 804 836 943
Rohnert Park	705 737 809 841 913 1017 1049 1153 112 144 320 352 424 456 528 600 632 736 808 840 947
Santa Rosa Downtown	713 745 817 849 921 1025 1057 1201 120 152 328 400 432 504 536 608 640 744 816 848 955
Santa Rosa North	717 749 821 853 925 1029 1101 1205 124 156 332 404 436 508 540 612 644 748 820 852 959
Sonoma County Airport	723 755 827 859 931 1035 1107 1211 130 202 338 410 442 514 546 618 650 754 826 858 1005

NORTHBOUND WEEKENDS & HOLIDAYS DIRECCIÓN NORTE en Fin de Semana y Dias Festivos	
Trip Number / Viaje de Tren	2 4 6 8 10 12 14 16
Larkspur	930 1036 1130 1300 245 423 600 740
San Rafael	938 1044 1138 1308 253 431 608 748
Marin Civic Center	943 1049 1143 1313 258 436 613 753
Novato Hamilton	950 1056 1150 1320 305 443 620 800
Novato Downtown	955 1102 1156 126 311 449 626 806
Novato San Marin	959 1105 1159 129 314 452 629 809
Petaluma Downtown	1012 1118 1212 132 327 505 642 822
Cotati	1029 1135 1229 135 340 518 655 835
Rohnert Park	1035 1141 1235 141 344 522 659 839
Santa Rosa Downtown	1037 1143 1237 207 352 530 707 847
Santa Rosa North	1041 1147 1241 211 356 534 711 851
Sonoma County Airport	1047 1153 1247 217 402 540 717 857

Customer Service/Servicio al Cliente: 707-794-3330 Website/ Sitio web: SonomaMarinTrain.org

\*Note: the Golden Gate Larkspur Ferry schedule changes periodically, visit www.goldengate.org/ferry for the current schedule.  
 \* Nota: el horario del ferry de Golden Gate en Larkspur cambia periódicamente, visite www.goldengate.org/ferry para ver el horario actual.

Any changes to service are carefully evaluated to maintain equitable levels of service for all communities served by SMART.

Vehicle Headways

Vehicle headways range from every 32-101 minutes in each direction during the weekday service, five days a week. On the weekends, service operates every 54-138 minutes.

Vehicle Load

SMART's Vehicle Load Standard of 2 is the same for peak and off-peak services. This standard is the anticipated maximum load factor of the fleet based on total seated capacity and the vehicle manufacturer-stated standing capacity, target the anticipated maximum load factor of the fleet, or 2. The average of all loads during the peak operating period should not exceed the train's anticipated achievable capacities, which are 145 persons each for both A and B car types.

In 2022, SMART removed six seats per car to add bicycle storage capacity on board the trains, after numerous requests from passengers. Each train car has 73 seats. A two-car train set (A + B) is estimated to accommodate 146 seated passengers per train set, and up to 290 passengers with standees. All SMART station platforms are constructed to handle up to three car lengths. A full three car train has an anticipated capacity of 435 people. The total train capacity per car is 145, establishing a load factor of 2 or 1.98. SMART may revise its Vehicle Load Standard over time based on assessed travel demand and operating scenarios.

*Table 4: Vehicle Load Policy*

Car Type	Seated Capacity	Standing Capacity	Total Capacity	Maximum Load Factor
A	73	72	145	1.98
B	73	72	145	1.98

On-time Performance

A train is determined to be on-time if it reaches its destination within five minutes of the published schedule time. SMART does not permit its trains to depart early. It is SMART’s goal to have 95 percent of trains meet these on-time performance criteria. From the inception of service in 2017 to July 2021, SMART measured on-time performance based on arrival at the end destination of the trip. As of July 2021, the District tracks on-time performance on a station-by-station basis, conforming to industry standards.

*Table 5: Fiscal Year On-time Performance FY22-FY25 to-date*

Fiscal Year	Average On-time Performance
FY22	89.3%
FY23	97.6%
FY24	97.5%
FY25 to-date	96.6%

Service Availability

Service availability is described by the October 2012 FTA Circular 4702.1B:

*Service availability is a general measure of the distribution of routes within a transit provider's service area...A standard might also indicate the maximum distance between stops or stations...Commuter rail service or passenger ferry service availability standards might include a threshold of residents within a certain driving distance as well as within walking distance of the stations or access to the terminal.*

SMART operates a fixed guideway system. According to the 2020 Census, 66% of all the residents in Marin and Sonoma Counties (the SMART District) are within 3 miles of a SMART station. In addition, 64% of all jobs are within 3 miles of a SMART station (LEHD 2020). SMART coordinates with local jurisdictions to encourage land use policies that encourage jobs and housing near the SMART stations.

Table 6: Service Availability

	Total Population	Total Housing Units	Total Jobs
<b>SMART District</b>	743,183	316,306	290,831
<b>Stations - 3 miles</b>	490,937	195,393	185,061
<b>Stations - 1 mile</b>	224,106	92,260	70,007
<b>Stations - 0.5 miles</b>	124,988	50,506	26,717
	Percent of Population	Percent of Housing Units	Percent of Jobs
<b>SMART District</b>	100.0%	100.0%	100.0%
<b>Stations - 3 miles</b>	66%	62%	64%
<b>Stations - 1 mile</b>	30%	29%	24%
<b>Stations - 0.5 miles</b>	17%	16%	9%
<i>Source:</i>	<i>Census 2020</i>	<i>Census 2020</i>	<i>LEHD 2020</i>

### Transit Amenities and Amenities Policy

According to the October 2012 FTA Circular 4702.1B:

*Transit amenities refer to items of comfort, convenience, and safety that are available to the general riding public. Fixed route transit providers must set a policy to ensure*

*equitable distribution of transit amenities across the system. Transit providers may have different policies for the different modes of service that they provide. Policies in this area address how these amenities are distributed within a transit system, and the manner of their distribution determines whether transit users have equal access to these amenities. This subparagraph is not intended to impact funding decisions for transit amenities. Rather, this subparagraph applies after a transit provider has decided to fund an amenity.*

SMART provides a variety of amenities at stations to attract and retain customers. These packages of station amenities are uniform throughout the SMART system. Generally, SMART has two types of station environments, Downtown and Other, with downtown stations located in higher density, mixed land use neighborhoods. Examples of these Downtown stations are SMART's Downtown San Rafael station and the Downtown Santa Rosa Station located in Santa Rosa's Railroad Square. Station platforms themselves are uniformly designed, with platform height designed to allow for level boarding onto the rail vehicles.

The basic set of amenities exists at all stations and includes bike racks, shelters/canopies, benches, and trash cans. In general, station amenities have been designed with local jurisdiction input and are uniform except for minor features (such as color) as requested and/or funded by local jurisdictions. SMART's fare collection system is the Metropolitan Transportation Commission (MTC) regional Clipper® smart card and mobile app fare system supplemented with a SMART-specific mobile payment system. Clipper® validation equipment and ticket vending machines are located at SMART stations as procured and installed by the regional Clipper® program contractor with one machine per station platform. SMART provides standard customer information across each of the stations and will coordinate with regional MTC wayfinding and signage standards in further implementation of a station customer information program. In addition, SMART has installed a minimum of one block of four electronic bicycle lockers at each SMART station, either on SMART property or adjacent to the station on property owned by others. SMART conducted a State-funded bicycle parking plan to attempt to determine bicycle parking demand in advance of the actual start of SMART commuter rail system. Usage of these lockers at each SMART station is monitored to determine whether additional electronic lockers or other more intensive bicycle parking equipment is warranted. These standardized station amenities as described are included in the definition of basic amenities.

SMART's Station Amenities Policy maintains that the installation of transit amenities along SMART's rail route is based on the needs of each individual station, with standardized amenities described above assembled into a Basic Amenities package. All station amenities are distributed equally among stations and all on-board amenities are distributed equally among all vehicles.



## Requirement to Evaluate Service and Fare Changes

Because SMART does not operate 50 or more fixed route vehicles in peak service, it is not required to evaluate significant system-wide service and fare changes to determine whether those changes will have a discriminatory impact. SMART does maintain a policy of bringing a major service change to the public for comment and SMART Board of Directors for approval at a meeting of the SMART Board of Directors. See page 52 for SMART's Fare Increase and Major Service Change Policy.

While not required of SMART, SMART is aware of FTA Title VI requirements and endeavors to bear in mind the intent of the regulation to not create disparate impacts on the basis of race, color or national origin when updating this Title VI Program and when evaluating fare and service policies and practices. In 2015 and 2016 SMART conferred with FTA staff to ensure that the public process undertaken for the adoption of the District's first fare program would be sufficient to meet Title VI guidelines. That fare program included the structure and pricing of the future system expansions, including the Larkspur/Downtown Novato expansion of 2019, the current Windsor and other future northern extensions, and the future infill station in Petaluma.

Since then, SMART has made a series of modifications to the SMART fare program, which include:

- Participation in the regional pilot Means Base Fare Program, or Clipper START,
- Post-pandemic fare reduction,
- The Summer 2023 youth ride free limited promotion offered in coordination with all other North Bay Area local transit providers, and
- SMART's Youth and Seniors Ride Free Pilot Program from April 1, 2024 through June 30, 2025.

The following sections provide additional information regarding the modifications to SMART's fare program:

### *Clipper START*

The Clipper START program allows adults ages 19-64 living in the Bay Area who have a household income of 200% or less of the federal poverty level to receive single ride discounts of 20% or 50% on 21 transit operators. The SMART Board adopted a pilot Low Income fare discount of 50% and the Metropolitan Transportation Commission, the regional manager of the Clipper system, implemented Clipper START on SMART at the end of November 2020.

### *SMART's Post-Pandemic Fare Reduction*

To create a public incentive to ride SMART as the community emerged from the COVID-19 pandemic SMART implemented a pilot fare reduction program. In May 2021, SMART kicked off its Welcome Back campaign with reduced fares available on the SMART e-Tickets app. In September 2021, the reduced fares became

available on Clipper, the regional payment system. These promotional fares offered riders over 40% off the fare price, and were set to run through fiscal year 2022; however, the SMART Board has extended these reduced fares through June 30, 2025.

#### *Youth Ride Free Summer 2023 Program*

SMART along with Marin Transit, Sonoma County Transit, Santa Rosa CityBus, and Petaluma Transit offered free rides for K-12 youth throughout the summer 2023 season as part of the Summer Youth Ride Free Program. The program aimed to provide youth with a safe, affordable, and reliable way to get around Sonoma and Marin counties during the summer holiday.

#### *Youth and Seniors Ride Free Pilot Program*

Beginning April 1, 2024, youth (ages 0-18) and seniors (ages 65+), may board any SMART train, any day of the week and ride fare free. SMART's Free Fare initiative aims to provide economic and recreational opportunities to this underserved demographic while cultivating habits of utilizing sustainable transportation options.

### Fare Increase and Major Service Change Policy

SMART's Consistent with SMART's Public Participation Plan and FTA Circular 9030.1E, it is SMART's policy to solicit public opinion and consider public comment before raising fares or implementing a major service change.

Receipt of public comment at a scheduled SMART Board of Directors meeting is required prior to implementation of a fare increase or a major service change. A "major" service change is defined as a modification that affects 25% or more of revenue hours or 25% or more of trips, with the change occurring over any 24-month period. Additional strategies, such as public meetings or other outreach to affected individuals, will be implemented as appropriate to solicit public comment for consideration in advance of receiving public comment at a SMART Board of Directors meeting.

Public comments received will be compiled and considered prior to finalizing the staff recommendation to the SMART Board of Directors regarding a fare increase or major service change. A summary of the public comments received will be provided as part of the staff report submitted to SMART Board of Directors regarding the fare increase or major service change in question.

The public comment opportunity scheduled as part of a SMART Board of Directors meeting as well as any additional outreach efforts, will be advertised broadly through SMART's website, the SMART mailing list, electronic and social media channels, and may include posters and flyers on the SMART vehicles and platforms, as appropriate. Notices regarding the public comment opportunity will be provided in both English and Spanish.

The public comment opportunity will consist of a staff report before the SMART Board of Directors, followed by public testimony.

Requirement to Monitor Transit Service

Because SMART does not operate 50 or more fixed route vehicles in peak service, it is not required to have a monitoring program of services standards and policies per FTA Circular 4702.1B. SMART does endeavor, however, to undertake periodic system-wide service monitoring activities to compare the level and quality of service provided relative to their system-wide service standards and service policies (i.e., vehicle load, vehicle assignment, transit amenities, etc.). Table 7 details the metrics, as reported in SMART’s FY24-FY25 budget, that SMART currently tracks on an annual basis.

*Table 7: SMART FY24-25 Budget National Transit Database (NTD) Metrics*

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

# APPENDIX A: SMART's Civil Rights Complaint Form for Title VI and ADA Complaints

# APPENDIX B: Public Participation Plan (PPP)

## Public Participation Plan Overview

SMART's Public Participation Plan (PPP) guides the District's community engagement and public outreach efforts taken to solicit input from the public and communicate information about SMART's services, projects, policies and programs. The purpose of the PPP is to outline the ways in which SMART conducts public engagement and encourages community participation to inform SMART's service planning, capital projects, planning and design projects, policies, and programs.

This plan outlines SMART's goals for public engagement, the means and methods for engaging and communicating with the public, and measures SMART employs to reduce common barriers that typically limit public participation, including language barriers.

## Public Engagement Goals

SMART's role in Sonoma and Marin Counties is multifaceted and includes responsibilities of:

- **Transit Service Provider:** SMART is one of the primary transit service providers, serving as the transit backbone in Sonoma and Marin Counties.
- **Short-line Freight Operator:** SMART is responsible for the short-line freight operations having assumed the common carrier responsibilities in 2022.
- **Transportation Construction Authority:** SMART is responsible for constructing transit facilities in Sonoma and Marin including SMART's rail system and the multi-use bicycle and pedestrian pathway network.
- **Special District and Sales Tax Authority:** State legislation created SMART as a Special District and voter-approval established the District as a Sale Tax Authority.

To effectively fulfill these roles, SMART endeavors to engage the public in order to:

- Guide and inform SMART's decision-making;
- Educate and inform the public of SMART's services, policies, programs, and activities;
- Provide transparency around the District's operations, budgetary actions, strategic planning efforts, and sales tax oversight; and
- Foster equitable and easily accessible opportunities for all seeking to engage with SMART and utilize services.

## Public Engagement Means and Methods

### SMART Board of Directors

SMART is governed by a 12-member Board consisting of elected and appointed officials selected as specified by 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. The SMART Board of Directors holds regularly scheduled monthly meetings, typically held on the third Wednesday of every month. These meetings are open to the public in compliance with the Brown Act. Meeting agendas are publicly available no less than 72 hours prior to the meeting, meetings are commenced, and actions of the Board are only taken when there is a quorum of Board Members present. SMART strives to allow for meaningful public participation in the Board of Director's Meetings through the following:

- SMART provides a number of ways to attend or participate in the meeting, either in-person at SMART's offices located at 5401 Old Redwood Highway in Petaluma or remotely via Zoom teleconference or online webcast options.
- The public can review agenda items, which are posted no less than 72 hours prior to the meeting. Additionally, archived recordings of prior meetings, meeting minutes, staff reports and presentations are all available online: <https://www.sonomamarintrain.org/bod>.
- Meeting recordings are made available to the public at <https://www.sonomamarintrain.org/meetings>.
- The public can provide comments on specific items and general comments can be made before and during the meeting, in a written form or verbally, online, over the phone or in-person.
- SMART will provide written agenda materials in appropriate alternative formats, disability-related modifications or other accommodations such as translation, to enable individuals to participate in and provide comments at/related to public meetings upon request; requests must be submitted no less than two days prior to the meeting.

### Community Relations and Outreach

In addition to the SMART Board of Directors, which takes public comment at all its regular meetings, SMART has convened ad hoc committees and workshops open to the public. These include the ongoing Citizens Oversight Committee and several ad-hoc workshops created for input on specific topics. These have played an important role in formulating SMART's policies and services.

#### *Citizens Oversight Committee*

The Measure Q Expenditure Plan requires the Citizens Oversight Committee as part of its Implementing Guidelines, specifically:

“A Citizens Oversight Committee will be established by the SMART Board to provide input and review on the Strategic Plan and subsequent updates.”

The plan goes on to state that:

*“SMART will prepare a Strategic Plan, based on the commitments in this Expenditure Plan, prior to July 2009. The Strategic Plan will identify planned investments in capital implementation, operations and maintenance for the duration of the tax. The Strategic Plan will be updated at least every five years and approved by the SMART Board of Directors. The Strategic Plan will be developed with input from the public and the Citizens Oversight Committee.”*

### *Ad-Hoc Advisory Committees/Workshops*

The SMART Board has created ad-hoc committees to provide timely advice on a number of topics. On occasion, these ad-hoc committees include public workshops and meetings to gather input. One example of such a process was when the SMART Board decided to conduct workshops rather than create a Board Ad-Hoc Vehicle Advisory Committee. Public workshops and meetings were held to gather input regarding such issues as seating configurations, bicycle storage and other on-board amenities. A similar workshop process was created regarding input on stations. To encourage broad public participation on station design issues, SMART scheduled a series of public workshops in every community along the rail corridor to solicit input regarding the system’s 16 current and planned rail stations.

In January 2024, SMART formally began the process of updating the 2019 Strategic Plan. The main task of the Strategic Plan is to assist the District and its policy-making Board in the decisions needed to guide SMART’s investments and success into the future. Public workshops are one of the methods SMART uses to facilitate public input and engagement.

### *Listening Sessions*

Staying in tune to community needs and concerns has allowed SMART to make operational and policy decisions that support the needs and desires of the public. In recent years, SMART has hosted a series of listening sessions to hear from members of the public on SMART’s strategic priorities including rail ridership, rail system expansion, pathway improvements, and freight operations. Listening sessions in 2020 and 2022 have helped inform agency decision-making, including efforts to improve bike storage on board trains, install pathway wayfinding, and provide real-time trip information. In 2024, SMART conducted online and in-person strategic planning workshops to support SMART’s Strategic Plan Update.

### *Community Engagement and Meetings*

SMART has a regional footprint that includes many local communities, with a rail and pathway corridor that travels through and connects these communities. To ensure SMART is responsive to community needs and help to advance community goals, SMART meets

with the jurisdictions it serves to hear directly from the community and its representatives. SMART does so by co-hosting community meetings with local jurisdictions or presenting at local city council or subcommittee meetings.

### *Surveys*

SMART conducts focused surveys in order to solicit specific input on projects, services and programs. Surveys are typically conducted online, but may have an in-person option, in the case of an intercept or on-board survey.

### *Direct Community Outreach*

SMART regularly tables at local community events throughout the two counties, allowing the agency to disperse riders guide brochures, schedules, discount fare program brochures, and other information about SMART. These booths are staffed by bilingual employees and provide an opportunity for members of the public to become familiar with SMART services and ask questions and get answers on the spot regarding SMART's services, policies, and programs.

### *Stakeholder Outreach*

SMART seeks to foster and maintain regular dialogue with stakeholders in the community including Community Based Organizations (CBOs), schools and educational institutions, businesses and employers, and others to identify ways SMART can most effectively meet the needs of these groups and the populations they represent. This outreach most typically involves community presentations to a diverse range of community and educational groups including:

- Civic clubs (e.g., Rotary Club, Kiwanis Club, Sons in Retirement, Active 20/30 Club);
- Community interest groups (e.g., Municipal Chambers of Commerce, Latino Chambers of Commerce, Latino advocacy groups and retired persons clubs);
- Religious organization (e.g., church and synagogue groups);
- School organizations (classes and public events, with emphasis on Rail Safety Education); and
- Community-based organizations.

### *Regional Partner Engagement*

SMART staff are active in several regional committees related to delivering transit service and regional planning. Participation in these groups and committees allows SMART and other meeting participants to coordinate transit service, align planning efforts, and support shared objectives.

### *Project-Specific Community Engagement and Construction Notices*

For SMART projects that are directly located within a specific area, SMART directly engages the relevant jurisdiction, their communities, and the specific neighborhoods. For



construction outreach, SMART follows a SMART Construction Notification Protocol (ATTACHMENT A to this PPP), including distribution of notices and door hangars. A construction information hot-line (855-312-7444) is provided for people to call with questions or comments related to construction activities.

### *Customer Service and Emergency Contacts*

SMART maintains a number of ways for the public to reach the agency to get support, answers to questions, or to notify SMART of concerns, complaints or issues.

SMART's Customer Service Center can be reached via email at [customerservice@sonomamarintrain.org](mailto:customerservice@sonomamarintrain.org), or via phone by dialing (707) 794-3330 or 511, 8 a.m. to 5 p.m. weekdays, except for those holidays in which SMART does not operate service. SMART Customer Service provides support to customers and responds to concerns and complaints.

For emergencies on the tracks or at grade crossings, SMART provides a toll-free number, (888) 412-3330 for direct access to dispatch support.

### *Customer Communication for Service delays or Interruptions*

SMART offers text-based communications to passengers when train service is delayed or interrupted. Passengers can receive this information by texting the word SMART to 888777.

## Digital and Print Materials

### *Website*

SMART's website offers a centralized location for all the information related to SMART's services, programs, projects and policies. Website visitors can locate information on the SMART system, schedule, fares, station and station amenities, a rider's guide, SMART's code of conduct, and other policies. The website also includes SMART's Title VI and Civil Rights Program, Title VI complaint form, customer service and emergency contacts. The most up-to-date project and program information is located on the website, including construction notices. Upcoming and past Board Meeting Agendas and materials can be viewed through the website.

### *SMART Phone Applications and Alerts*

SMART offers a variety of mobile phone applications compatible with Android and IOS that allow the public to access information and utilize SMART services. SMART applications include SMART's own E-ticket app, ParkMobile for SMART customers parking overnight, RidePingo for SMART's microtransit shuttle service, and Nixle service alert notifications. SMART also provides data to online trip planning services such as Google Maps, Apple Maps, and the Transit App.

### *Printed Materials*

SMART produces printed materials including schedules and riders guide brochures which are regularly updated in line with service changes. Other informational print materials are prepared and provided to help inform the public about rail safety, SMART initiatives, and programs as necessary.

### *E-newsletter*

SMART distributes a monthly e-newsletter and issues media alerts/press releases to a mailing list of 10,540 subscribers. Any member of the public can subscribe to receive these communications. SMART also distributes newsletters focused on construction updates for neighborhoods in which construction activities are occurring.

### *Social Media*

SMART is active on social media platforms including Instagram, Facebook, and Youtube.

The public can connect with SMART via social media through the following:

Youtube: @sonoma-marinarearailtransi4895

Instagram: @sonomamarintrain

Facebook: <https://www.facebook.com/sonomamarintrain>

## **Strategies to Reduce Barriers**

### Geographic Barriers

The SMART District encompasses over 2,400 square miles. In an effort to minimize geographic barriers to access and participation, SMART operates its Customer Service Desk and hosts Board Meetings and other hearings at the District's Administrative Offices in Petaluma, which is approximately midway between the northernmost and southernmost bounds of the District. Additionally, since the COVID-19 Pandemic, SMART has adopted a hybrid meeting approach offering webcast and teleconference participation options to reduce possible geographic barriers that would limit the public's access to resources and participation in opportunities provided by SMART.

### Language Barriers

SMART completes a Limited English Proficiency (LEP) four-factor analyses with each Title VI Program update to determine the thresholds of LEP individuals that live in SMART's District and interact with SMART and the services it provides. The analyses are used to the agency to best calibrate its language assistance measures in order to meet the needs of LEP individuals. The four factor analyses completed as part of SMART's 2024 Title VI Program found language other than English having a statistically significant population of LEP speakers is Spanish. In order to mitigate language barriers, SMART translates vital

information and materials related to accessing SMART services, provides bilingual support through our customer service desk, and provides the option for additional translation services upon request made possible with LanguageLine Solutions.

## Track and Grade Crossing Construction Notification Protocols

### Summary:

The goal of SMART construction outreach is to provide timely notification to businesses, property owners and tenants who live or work near the SMART right-of-way (ROW), who may be impacted by construction activities or crossing/road closures. We aim to ensure that nearby businesses and residents have as clear a picture as possible of all the activities that will take place on the right-of-way during construction.

Track and Crossing construction outreach each have some unique requirements, and we have established two sets of protocols to ensure that notification is effective for both track construction activities and crossing/road closures. Each protocol is focused on communicating directly with anyone likely to be impacted by construction activities.

During the Initial Operating Segment construction between 2012 and 2017, these protocols proved to be successful in keeping the community up to date and getting their questions answered. These protocols have also been used for the Larkspur Extension and Downtown Novato Infill projects (opened in December 2019) and the Windsor Extension (underway 2020 and 30% constructed prior to funding-related suspension being implemented). These protocols will also be used for SMART rail and pathway extension projects.

### Track Construction Notification Protocol:

This process generally begins 4-8 weeks prior to construction.

### Activity:

Create Google Earth maps showing business and residences in the areas identified for upcoming construction, with measurements showing 500 feet from track centerline. (Note: General practice for rail construction noticing is 300 feet, but SMART has elected to expand the baseline for noticing to 500 feet.)

1. Following a review of Google Earth maps, conduct a driving/walking tour of the areas beyond the 500-ft zone to determine what additional areas/parcels have sight lines and/or probability for noise reflection during construction. Adjust notification areas in the map(s) accordingly.
2. If determined that direct contact cannot be made, using Assessor's Property data, generate notification address list of those residents and owners of both residential and commercial property within 500 feet of the centerline of the specific section of the SMART ROW that will be under construction. Identify homeowner's associations and schools which are in the areas adjacent to the construction zone, as well as staff from local jurisdictions to be added to the

- notification list. Verify that any property owners in contact with SMART on real estate negotiations are also included.
3. Coordinate with Engineering & Construction to ensure that staff from local jurisdictions are aware of upcoming construction activity and receive invitations to attend any community meetings that have been scheduled.
  4. Identify and reserve a date, time, and a location convenient to the neighborhood, for one or more community meetings. The purpose of these meetings is to present an overview of all activities that will occur during construction and answer questions about construction topics. Meetings are generally scheduled in the evening so that those who work during the day can also attend. If construction areas are large enough to include multiple geographically unique neighborhoods, conduct multiple, conveniently located community meetings.
  5. Notify property owners, tenants, and businesses of upcoming community meetings via door hangers, flyers, paid media (and if necessary, US mail). All notifications include our Project Information telephone number for questions. These notices inform recipients that track construction will soon occur on the SMART ROW in their area and announce the meeting location, date and time. If US Mail is utilized, any mail that cannot be delivered by the postal carrier is returned to SMART Community Outreach, and SMART staff follows up on each item to determine if the owner of record has recently changed, or if the address is valid, and attempts to redeliver either via mail or visit to the address.
  6. Two weeks prior to the start of construction, conduct door-to-door canvassing to the addresses immediately adjacent to the right-of-way or construction zone to ensure that those who reside closest to the work being done receive an additional reminder. If residents are home, staff will speak to them directly as well as leaving a reminder door hanger/flyer; if no one is home, the door hanger/flyer is left in as secure a location as possible near the door without violating rules concerning mailbox use.
  7. Conduct community meeting to present construction details and to answer questions. The general format is a joint presentation by Community Outreach, the Contractor Construction Leads and SMART Engineering staff with pictures and description of what we are building, equipment that is used, construction days and hours, processes that are followed during construction for monitoring, and finished result. Content is tailored for each meeting to include neighborhood-specific information. Ample time is allowed to take and respond to questions from the public.
  8. In the case where notification or community meetings precede the actual start of construction by more than 3-4 weeks, additional door-to-door canvassing of areas adjacent to tracks is conducted with additional Track Construction Notification door hanger/flyers to ensure that residents and commercial buildings adjacent to the SMART ROW are informed of the start of construction.

9. Maintain up to date information on the SMART Construction Updates web page (ongoing throughout process).
10. Return calls to our Project Information line from the public (ongoing throughout process).

### **Grade Crossing/Road Closure Protocol:**

This process generally begins 4-8 weeks prior to full or partial closure of a crossing for construction. Samples of the notifications referenced below are at the end of this section.)

There are cases where anticipated closure dates can change due to a variety of factors (including: weather, changes in construction schedule, working in partnership with local jurisdictions on accommodating their projects while SMART's crossing improvements are underway), so this process is designed to maintain flexibility while ensuring those in the notification area are kept up to date.

#### **Activity:**

1. Work closely with Construction Contractor to track crossing/road closures. A formal meeting is held once a week, supplemented by daily check-ins with lead contractor and participation in the bi-monthly "owners meeting." With 3-6-week look-ahead.
2. Generate Google Earth maps showing all businesses and residents in the area around a crossing identified for upcoming construction, with a measurement showing a 500-foot radius around the crossing. (Note: General Practices is to notify within 300 feet, but SMART has elected to expand the baseline for noticing to 500 feet.)
3. Following analysis of Google Earth maps, conduct a driving/walking tour of the areas around the crossing or road closure to determine additional residences and businesses that may be impacted by the crossing closure. Adjust notification zone accordingly.
4. Determine businesses, residences, schools, and others within the notification zone of the specific crossing that will be closed for construction. (This is done with Google Earth maps and site field/site visits.)
5. Coordinate with Engineering & Construction to ensure that staff from local jurisdictions are aware of upcoming crossing construction activity. Canvass crossing closure sites that have unique problems like lack of alternate routes to determine how best to minimize impacts.
6. Visit (re-canvass) each property within the notification zone to distribute crossing construction/closure information, speaking directly with business owners/managers, residents, property managers, school administration, etc. The construction information phone number is clearly located on all notification collateral materials and website.

7. Distribute crossing/road closure information to public safety agencies, US Post Office, Garbage Haulers, Caltrans, COZEEP, REDCOMM, etc.
8. Issue Crossing Closure Advisories to local press with up-to-date closure information.
9. Contractors place electronic message boards along adjacent roadways announcing road closure (1- 2 weeks prior to closure).
10. Maintain up to date information on the SMART Construction Updates web page (ongoing throughout process).
11. Return calls to our Project Information line from the public (ongoing throughout process).



**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**  
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**Debora Fudge**  
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**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
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September 18, 2024

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

**SUBJECT:** Petaluma North Station - Preparation for Passenger Service

Dear Board Members:

**RECOMMENDATION:** Informational Item

**SUMMARY:**

SMART's General Manager has directed staff to provide information to the Board regarding preparations for passenger service at the Petaluma North Station, which is scheduled to become operational in the 4<sup>th</sup> quarter of 2024.

This presentation will provide an overview of the activities that SMART, and its contractor will be performing to prepare for passenger service at the Petaluma North Station, including conducting weekend and overnight testing with trains. This presentation will also outline necessary impacts to SMART's service, and potential impacts to the general public in the vicinity of the new station.

**FISCAL IMPACT:** There is no fiscal impact associated with this informational item.

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

Very truly yours,

/s/

Aaron Parkes  
Manager of Train Control Systems





**Eric Lucan, Chair**  
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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**Patty Garbarino**  
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September 18, 2024

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

**SUBJECT:** Property Purchase Agreement Between the Sonoma-Marín Area Rail Transit District and Petaluma Corona Station, LP for the purchase of a 1.2-acre parcel in Petaluma adjacent to the Petaluma North Station

Dear Board Members:

**RECOMMENDATION:**

Adopt Resolution No. 2024-31 authorizing the General Manager to execute a Property Purchase Agreement Between the Sonoma-Marín Area Rail Transit District and Petaluma Corona Station, LP for a 1.2-acre parcel adjacent to the Petaluma North Station for \$1,307,750, and any documents reasonably necessary to complete the purchase transaction.

**SUMMARY:**

SMART is currently building the Petaluma North Infill Station. It was always anticipated there would be a paved parking lot at that location. The 1.2-acre parcel being purchased is being subdivided from a 6.56-acre (285,753 square feet) property owned by Petaluma Corona Station LP. The 1.2-acre parcel was to be provided to SMART for station parking by Petaluma Corona Station LP as part of their larger affordable housing project. The transfer was to be at no cost to SMART upon the financial closing of their adjacent housing project. Petaluma Corona Station LP has not yet closed on financing for their housing project and SMART needs to move forward with construction of station parking.

An independent appraisal determined the value of the property to be \$1,390,000 or \$26.59 per square foot. SMART and Petaluma Station LP have agreed to a purchase price of \$1,307,750 or \$25.02 per square foot. As part of the purchase Agreement, Petaluma Corona Station LP will reimburse SMART for the property purchase price contingent upon closing on their construction financing for their housing project. A Phase I Environmental Study was performed.

Closing is slated to occur on or before October 1, 2024, which will allow for SMART to complete construction of station parking in time for station opening while SMART's contractors are still mobilized.

Staff recommends approval of Resolution No. 2024-31 authorizing the General Manager to execute a Property Purchase Agreement Between the Sonoma-Marin Area Rail Transit District and Petaluma Corona Station, LP for a 1.2-acre parcel adjacent to the Petaluma North Station for \$1,307,750, plus SMART's portion of closing costs, if applicable, and any documents reasonably necessary to complete the purchase transaction.

**FISCAL IMPACT:** Funding in the amount of \$1,307,750 is available from the Capital Reserves which is detailed in Agenda Item No. 9 and will be available for this purchase assuming adoption by the Board.

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

Very truly yours,

    /s/      
Eddy Cumins  
General Manager

Attachment(s):

- 1) Resolution No. 2024-31
- 2) Draft Purchase Agreement

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AUTHORIZING THE PURCHASE OF REAL PROPERTY IN PETALUMA ADJACENT TO SMART’S FUTURE PETALUMA NORTH STATION**

---

**WHEREAS**, California State Assembly Bill 2224, Chapter 341, Section 105085, provides that the District may take by purchase, and hold and enjoy, real property; and

**WHEREAS**, California State Assembly Bill 2224, Chapter 341, Section 105032, provides that the Board shall have the power to adopt an administrative code that prescribes...the methods, procedures, and systems for the operation and management of the District; and

**WHEREAS**, the Administrative Code of the Sonoma-Marín Area Rail Transit District (“SMART”) requires that the Board of Directors (“Board”) approve the acquisition of real estate; and

**WHEREAS**, SMART has completed California Environmental Quality Act (CEQA) review on its approximately 70-mile existing rail corridor extending from Cloverdale in Sonoma County, California to a location near the ferry terminal in Larkspur, County of Marin, California, including 14 stations and pedestrian/bicycle pathway. In doing so, SMART prepared a Draft Environmental Impact Report (EIR) in 2005 and a Final EIR in 2006. SMART Resolution No 2006-05 certified the Final EIR in July 2006 (SCH 2002112033). The entire SMART project, including the Petaluma North station and parking, was reviewed in the 2005 Draft EIR and 2006 Final EIR; and

**WHEREAS**; in approving the sales tax ordinance in both 2006 and 2008 for the project, the SMART Board adopted a Statement of Overriding Considerations and CEQA Findings, in full compliance with CEQA; and

**WHEREAS**; SMART has constructed the railway tracks through Petaluma and is operating trains along this segment between Larkspur and northern Santa Rosa, and SMART is proceeding with construction of the Petaluma North Station and parking; and

**WHEREAS**, it was anticipated that a 1.2-acre portion of a 6.56 parcel adjacent to SMART’s future Petaluma North Station (known as Sonoma County APN 137-061-019) owned by Developer Petaluma Corona Station LP would be donated to SMART by Petaluma Corona Station LP for the Petaluma North parking lot upon the closing of construction financing for their adjacent affordable housing project; and

**WHEREAS**, Petaluma Corona Station LP has not yet received all their construction financing, so they are not ready to convey the property. Purchasing the property now will allow for SMART to complete station parking upon station opening; and

**WHEREAS**, an independent Appraisal determined the value of the property to be acquired is \$1,390,000; and

**Resolution No. 2024-31**  
**Sonoma-Marín Area Rail Transit District**  
**September 18, 2024**

**WHEREAS**, SMART and Petaluma Corona Station LP agreed to a purchase price in the amount of \$1,307,750. Petaluma Corona Station LP has agreed to reimburse SMART for the property purchase price contingent upon financial closing of their adjacent housing project.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors the Sonoma-Marín Area Rail Transit District hereby:

1. The foregoing recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The Board hereby authorizes the General Manager to execute a Purchase Agreement for the aforementioned property owned by Petaluma North station, LP upon forms, terms and conditions substantially similar to the provisions of the draft Purchase Agreement attached hereto as Exhibit A, for a not to exceed amount of amount of \$1,307,750.00, plus SMART's portion of closing of costs, if applicable. The General Manager is hereby authorized to take all steps necessary to finalize the terms of the Property Purchase Agreement, subject to review by counsel. Once the terms are finalized, the General Manager is hereby authorized to accept, execute, and deliver the Purchase Agreement for and on behalf of SMART.
3. The General Manager is hereby authorized to take all necessary or reasonably required steps to carry out, give effect to and consummate the transaction contemplated by the Resolution and to take all action necessary in conformity herewith.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 18<sup>th</sup> day of September 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

## PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made and is effective as of September \_\_, 2024 (“**Effective Date**”), by and between PETALUMA CORONA STATION LP, a California limited partnership (“**Seller**”), and SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (“**Buyer**”), and all together also referred to as the “Parties” or individually as a “Party”, with reference to the facts set forth below and constitutes (a) a purchase and sale agreement between the Parties and (b) escrow instructions to First American Title Company (“**Escrow Holder**” and “**Title Company**”).

### RECITALS

A. Seller owns that certain 1.20 acre parcel of real property located at 890 North McDowell Blvd., Petaluma, California, identified as Parcel 1 of Parcel Map No. 426 and described more fully in **Exhibit A** attached hereto (the “**Land**”) and all rights, privileges and easements appurtenant to the Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as all development rights, air rights, water, water rights, and water stock relating to the Land, and any other easements, rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the “**Appurtenances**” and together with the Land, the “**Property**”).

B. Buyer desires to enter into this Agreement to purchase the Property from Seller on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the recitals set forth above, the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

### ARTICLE 1 AGREEMENT OF PURCHASE AND SALE

**1.1 Agreement for Purchase and Sale.** Subject to the terms and conditions provided herein, Seller hereby agrees to sell, and Buyer hereby agrees to buy, the Property.

**1.2 Purchase Price.** The purchase price for the Property shall be One Million Three Hundred Seven Thousand Seven Hundred Fifty Dollars (\$1,307,750) (“**Purchase Price**”). At least one (1) business day prior to the Closing Date (as defined below), Buyer shall deposit with Escrow Holder cash in an amount equal to the Purchase Price, plus Buyer’s estimated share of costs.

### ARTICLE 2 ESCROW

**2.1 Escrow.** The purchase and sale transaction contemplated by this Agreement shall be accomplished through an escrow (“**Escrow**”) to be established with Escrow Holder. The Parties shall execute any general or supplemental escrow instructions reasonably required to implement and carry out the terms of this Agreement, provided such supplemental escrow instructions are consistent with the terms of this Agreement.

**2.2 Close of Escrow/Closing Date.** “Close of Escrow” shall be the date that Seller’s grant deed is recorded in the Official Records of Sonoma County, California. The date that the Close of Escrow occurs shall be referred to herein as the “Closing Date”, and the Closing Date is expected to occur on October 1, 2024.

**2.3 Deliveries to Escrow Holder.**

**2.3.1 Buyer’s Deliveries.** At least one (1) business day immediately preceding the Closing Date, unless an earlier date for delivery is required under this Agreement, Buyer shall deliver to Escrow Holder each of the items described below:

(a) **Purchase Price.** Cash in an amount equal to the Purchase Price as set forth in **Section 1.2.**

(b) **Fees and Costs.** The amounts required of Buyer under **Article 5.4** of this Agreement and any other amounts required to be paid by Buyer prior to or on the Close of Escrow under this Agreement.

(c) **Certificate of Acceptance.** A Certificate of Acceptance in a form to be provided by Buyer.

(d) **Documents.** Executed counterparts of any other documents required to be executed under the terms of this Agreement.

**2.3.2 Seller’s Deliveries.** At least one (1) business day immediately prior to the Closing Date, unless an earlier date for delivery is required under this Agreement, Seller shall deliver to Escrow Holder each of the items described below:

(a) **Grant Deed.** A grant deed in form and substance acceptable to Buyer (“Grant Deed”), duly executed and acknowledged by Seller, in recordable form, conveying to Buyer fee title to the Property.

(b) **Contingent Note.** A contingent promissory note payable to Buyer evidencing Seller's obligation to reimburse Buyer for the Purchase Price only at, and subject to, the closing of the Seller's construction financing for its proposed project adjacent to the Property (the “Contingent Note”).

(c) **Releases.** Such releases and/or amendments as are necessary to release all encumbrances relating to the loans from Century Housing Corporation (“Century Loan”) and the City of Petaluma (“City Loan”) from title to the Property (the “Releases”).

(d) **Certificate of Non-Foreign Status/Withholding Certificate.** A transferor’s certificate of non-foreign status in form and substance acceptable to Buyer (“FIRPTA Certificate”) properly executed by Seller and a California FTB Form 593-C properly executed by Seller.

(e) **Documents.** Executed counterparts of any other documents required to be executed under the terms of this Agreement.

ARTICLE 3  
CONDITIONS PRECEDENT TO CLOSE OF ESCROW

**3.1 Conditions Precedent to Buyer's Obligations.** The following are conditions precedent to Buyer's obligation to purchase the Property:

**3.1.1 Title Condition.** Buyer's obligation to purchase the Property is conditioned upon title to the Property being subject to no monetary liens other than current year, non-delinquent property taxes, including, without limitation, all encumbrances relating to the Century Loan and City Loan. Seller shall convey to Buyer good, marketable and insurable fee simple title to the Land and Improvements by a duly executed and acknowledged grant deed for the Property.

**3.1.2 Conveyance of Title/Title Condition.** The Title Company shall be committed (upon its receipt of the requisite premium) to issue a CLTA owner's policy of title insurance ("**CLTA Title Policy**") with the liability in an amount equal to the Purchase Price of the Property subject only to: (a) standard printed exceptions contained in the title policy; (b) all county and city taxes, assessments, special taxes and bonds which are a lien not yet due and payable; (c) any covenants, conditions, restrictions, reservations, easements, rights, rights of way and other matters appearing of record and approved by Buyer, and title exceptions caused by the acts of Buyer (collectively, "**Permitted Exceptions**"). Buyer may elect to receive an ALTA owner's extended coverage policy of title insurance ("**ALTA Title Policy**"). If Buyer so elects, Buyer shall be solely responsible for satisfying all conditions to the issuance of the ALTA Title Policy, including obtaining any necessary survey updates, and for paying the premiums charged to issue the ALTA Title Policy in excess of the premiums for a CLTA Title Policy.

**3.1.3 Contingent Note.** Seller shall have delivered the Contingent Note to Buyer.

**3.1.4 Seller's Performance.** Seller shall not be in default under the terms of this Agreement.

**3.1.5 Failure to Satisfy Conditions Precedent.** The foregoing conditions are for Buyer's benefit and can only be waived by Buyer.

**3.2 Conditions Precedent to Seller's Obligations.** The following are conditions precedent to Seller's obligation to close Escrow:

**3.2.1 Buyer's Performance.** Buyer shall not be in default under the terms of this Agreement.

**3.2.2 Failure to Satisfy Conditions Precedent.** The condition set forth in this Section is for Seller's benefit and can only be waived by Seller.

ARTICLE 4  
PROPERTY CONDITION

**4.1 As-Is Purchase.** Except as expressly provided in this Agreement, Buyer is purchasing the Property “AS IS”, “WHERE IS” and “WITH ALL FAULTS”, without any representations, warranties or guaranties of any nature, express or implied, oral or written, past, present or future, regarding the Property. Buyer agrees that it will not rely on any representations, warranties, promises, assurances or other statements relating to or affecting the Property, whether made verbally or in writing, and whether made before or after the Effective Date, and whether express or implied, made by Seller, or any of its agents, representatives or consultants, which are not set forth in this Agreement.

ARTICLE 5  
THE CLOSING

**5.1 Close of Escrow.** Escrow Holder shall close Escrow on the Closing Date by (i) filing for record the Grant Deed, Releases, Certificate of Acceptance, and such other documents as may be necessary to procure the ALTA Title Policy (“**Recording Documents**”), and (ii) delivering funds and documents as set forth in **Article 7** when and if each of the conditions set forth below has been satisfied.

**5.1.1 Funds and Instruments.** All funds and instruments required pursuant to **Article 2** have been delivered to Escrow Holder.

**5.1.2 Satisfaction of Conditions Precedent.** Each of the conditions precedent set forth in **Article 3** have been, or upon such closing shall be, satisfied as provided for in **Article 3**.

**5.2 Recordation.** Escrow Holder shall record the Recording Documents in the Office of the County Recorder for Sonoma County.

**5.3 Possession.** Seller shall transfer possession and use of the Property to Buyer on the Closing Date.

**5.4 Escrow Charges.**

**5.4.1 Buyer Charges.** Buyer will pay (i) Escrow Holder’s fees, (ii) the cost of the title policy described in Section 3.1.2 above, and (iii) Escrow Holder’s recording charges.

**5.4.2 Seller Charges.** Seller shall reimburse Buyer in the amount of 50% of the amounts paid under 5.4.1 above by adding such amount to the principal balance of the Contingent Note for payment at, and subject to, Seller’s Construction Closing.

**5.5 Escrow Cancellation Charges Due to a Default.** If Escrow fails to close due to either Party’s default, the defaulting Party shall pay all Escrow cancellation charges. If Escrow fails to close for any reason other than the foregoing, Buyer and Seller shall each pay one-half (1/2) of any Escrow cancellation charges. “Escrow cancellation charges” means all fees, charges and



expenses incurred by Escrow Holder, including all expenses incurred in connection with issuance of the Preliminary Report and other title matters.

ARTICLE 6  
DISTRIBUTION OF FUNDS AND DOCUMENTS

**6.1 Payment of Liens at Closing.** At the Close of Escrow, Escrow Holder shall pay, from funds to which Seller is entitled and from funds, deposited by Seller with Escrow Holder, to the obligees thereof all liens and encumbrances.

**6.2 Recorded Documents.** Escrow Holder shall cause the County Recorder of Sonoma County to mail the Recording Documents after recordation, to Buyer at the following address:

Sonoma-Marin Area Rail Transit District  
Attn: Randy Friedland, Real Estate Manager  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954

**6.3 Payment of Funds at Closing.** At the Close of Escrow, Escrow Holder shall wire (i) to Seller's account, or order, in accordance with instructions of Seller, the balance of the Purchase Price remaining after the partial paydown of the Century Loan, plus any proration or other credits to which Seller is entitled less any appropriate proration or other charges and (ii) to Buyer, or order, any excess funds theretofore delivered to Escrow Holder by Buyer.

ARTICLE 7  
GENERAL PROVISIONS

**7.1 Construction.** This Agreement has been negotiated at arm's length basis and each Party has been, or has had the opportunity to be, represented by legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

**7.2 Captions; Including.** The captions used in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. The term "including" or any similar word or phrase means including without limitation.

**7.3 Governing Law and Venue.** This Agreement shall be governed by and construed under the internal laws of the State of California without regard to choice of law rules. Further, for purposes of any action, lawsuit, or other proceedings brought to enforce this Agreement, relating to or arising from it, the Parties hereby submit to the jurisdiction and venue of the Superior Court in and for the County of Sonoma, California.

**7.4 Time of the Essence.** Time is of the essence of each and every provision of this Agreement and each of Buyer and Seller, by execution of this Agreement, specifically acknowledges the importance of observing each and every time period in this Agreement.

**7.5 Judicial Reference.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). Buyer and Seller agree that any and all disputes, claims and controversies arising out of this Agreement or the transactions contemplated thereby shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge with experience in relevant real estate matters. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties. If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the Parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

**7.6 Successors and Assigns.** Subject to the restrictions on assignment set forth herein, each and all of the covenants and conditions of this Agreement will inure to the benefit of and be binding upon the successors in interest of Seller and the successors and assigns of Buyer.

**7.7 No Third Party Beneficiaries.** The terms and provisions of this Agreement are solely for the benefit of Buyer and Seller and are not intended to benefit any third Parties.

**7.8 Waiver.** The waiver by one Party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement.

**7.9 Attorney's Fees.** If a Party commences or is made a Party to a lawsuit, arbitration or other legal proceeding to enforce or interpret this Agreement, the prevailing Party in such proceeding shall be entitled to recover from the other Party reasonable attorneys' fees and costs incurred in connection with such proceeding, including any appeal or enforcement of any judgment or order.

**7.10 Severability.** If any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.

**7.11 Gender and Number.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

**7.12 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are hereby superseded and are of no further force or effect and shall not be used to interpret this Agreement. The foregoing sentence shall not affect the validity of any instruments executed by the Parties in the form of the exhibits attached to this Agreement.

**7.13 Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless it is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

**7.14 Counterparts.** This Agreement may be executed in counterparts, each of which, when taken together, will constitute a fully executed original.

**7.15 Survival.** All obligations hereunder intended to be performed after the Close of Escrow shall survive the Close of Escrow.

[Signature Page Follows]

IN WITNESS HEREOF, the Parties have executed this Agreement by their undersigned officials and officers lawfully authorized to do so.

SELLER:

PETALUMA CORONA STATION LP,  
a California limited partnership

By: Petaluma Corona Station LLC,  
a California limited liability company,  
its Administrative General Partner

By: Danco Communities,  
a California corporation,  
its Manager

By: \_\_\_\_\_  
Daniel Johnson  
President

By: Community Revitalization and  
Development Corporation, a California  
nonprofit public benefit corporation, its  
Managing General Partner

By: \_\_\_\_\_  
David Rutledge  
President

BUYER:

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder (Escrow No. \_\_\_\_\_) hereby agrees to (i) accept the foregoing Agreement; (ii) be Escrow Holder under said Agreement; and (iii) be bound by said Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability or responsibility under (a) this consent or otherwise unless and until said Agreement, fully signed by the Parties, has been delivered to the undersigned or (b) any amendment to said Agreement unless and until the same shall be accepted by the undersigned in writing.

Dated: \_\_\_\_\_

FIRST AMERICAN TITLE COMPANY  
("Escrow Holder")

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Petaluma, County of Sonoma, State of California, described as follows:

[To follow after recordation of LLA map]

APN: a portion of 137-061-019 depicted below as "Lot 1"

DRAFT



**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](http://www.SonomaMarinTrain.org)

September 18, 2024

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

**SUBJECT:** Budget Amendment #2 - Amend the Fiscal Year 2025 Adopted Budget to reduce the Fiscal Year transfer to Capital Reserves to purchase 1.2 acres of land for the Petaluma North Station parking lot.

Dear Board Members:

**RECOMMENDATIONS:**

Adopt Resolution No. 2024-30, amending Resolution No. 2024-19, the Fiscal Year 2025 Adopted Budget for the purchase of a parcel of land for the Petaluma North Station parking lot.

**SUMMARY:**

SMART is currently building the Petaluma North Infill Station. It was always anticipated that there would be a paved parking lot at that location. The land was to be provided by the Petaluma Corona Station LP as part of a larger affordable housing project. The land was to be provided at no cost to SMART upon financial close of the housing project.

In anticipation of receiving this land, SMART provided for the work to be included in the contract for construction of the station.

SMART is getting close to completing the station work and needs to move forward with the parking lot in order to have it available to customers when the project opens.

The developer however has not received all of their financing, so they are not able to convey the property to SMART at this time.

SMART needs to have a paved parking lot available to customers upon opening the Petaluma Station and we would also like to take advantage of the price that was bid by the contractor. If we wait, the cost of the work is anticipated to be much higher.

SMART would like to purchase the parcel now. The developer would repay SMART the \$1,307,750 upon financial close of the housing project. However, if the housing project does not proceed, SMART will not be repaid.

**FISCAL IMPACT:** This action reduces the contribution to Capital Reserves by \$1,307,750 from \$2,000,000 to \$692,250 in Fiscal Year 2025. As mentioned previously it is anticipated that the funds will be repaid and the contribution to Capital Reserves will be restored. If the funds are not repaid by the developer, the funds will not be available in the reserve for future capital purchases, however we will have an asset which is the land.

**REVIEWED BY:** [  ] Finance \_\_\_\_\_ [  ] Counsel       /s/      

Sincerely,

      /s/        
Heather McKillop  
Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2024-30, Budget Amendment #2 – Land Purchase for Petaluma North Station Parking Lot
- 2) Appendix A to the Fiscal Year 2025 Budget



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2024-19, THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 TO PROVIDE FOR REVISED EXPENDITURE AUTHORITY**

---

**WHEREAS**, as part of its approval of the Annual Budget for Fiscal Year 2024-2025, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

**WHEREAS**, the Board approved Budget Amendment #1 which modified the expenditure authority and provided for revised position authority in August 2024; and

**WHEREAS**, the Board desires to Amend the Annual Budget Resolution No. 2024-19 to provide for the reduction in contribution to the capital reserve by \$1,307,750, to purchase a 1.2 acre parcel for the Petaluma North Station parking lot.

**NOW, THEREFORE, BE IT RESOLVED** that expenditure authority in Resolution No. 2024-19, Fiscal Year 2024-2025 Adopted Budget, Appendix A is hereby amended.

**BE IT FURTHER RESOLVED** except as specifically amended or supplemented by this Resolution, Resolution No. 2024-19, together with all supplements, amendments, and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and otherwise contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect and provision of Resolution No. 2024-19.

**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 September 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 A - Passenger Rail/Pathway Sources & Uses

FISCAL YEAR 2024-2025 DRAFT BUDGET - SOURCES AND USES				
	A	B		C
	FY25 Adopted Budget	Amendment #1	Amendment #2	Amended Budget
1	Beginning Fund Balance *	\$ 81,342,877	\$ 77,576,327	\$ - \$ 77,576,327
2	Revenues			
3	SMART S&U Tax			
4	Measure Q	\$ 50,426,000	\$ 50,426,000	\$ - \$ 50,426,000
5	Measure Q Rollforward		\$ 1,432,038	\$ - \$ 1,432,038
6	Federal Funds			
7	5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 3,770,292	\$ 3,770,292	\$ - \$ 3,770,292
8	5337 - Federal State of Good Repair Funds	\$ 6,350,000	\$ 6,350,000	\$ - \$ 6,350,000
9	Discretionary Earmark	\$ 1,800,000	\$ 1,800,000	\$ - \$ 1,800,000
10	FRA - Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$ 1,499,298	\$ 1,499,298	\$ - \$ 1,499,298
11	FRA Suicide Prevention Grant	\$ 15,943	\$ 15,943	\$ - \$ 15,943
12	Quick Strike (CMAQ) McInnis to Smith Ranch Rd)	\$ 789,308	\$ 789,308	\$ - \$ 789,308
13	State Funds			
14	AHSC - Roseland Village (Round5)	\$ 2,263,161	\$ 3,817,891	\$ - \$ 3,817,891
15	AHSC - Kashia Tribe (Round 7)	\$ 750,000	\$ 750,000	\$ - \$ 750,000
16	AHSC - Petaluma (Danco)	\$ 2,549,485	\$ 2,549,485	\$ - \$ 2,549,485
17	ATP - SoCo Pathway - CTC/Caltrans/MTC	\$ 8,104,983	\$ 6,789,381	\$ - \$ 6,789,381
18	Caltrans Sustainability Communities Competative Planning Grant	\$ 400,000	\$ 400,000	\$ - \$ 400,000
19	Clean California Transit Grant	\$ 881,316	\$ 881,316	\$ - \$ 881,316
20	LCTOP - Low Carbon Transit Operating	\$ 566,356	\$ 566,356	\$ - \$ 566,356
21	LPP - Local Partnership Program	\$ 789,308	\$ 789,308	\$ - \$ 789,308
22	ITIP - Windsor Systems	\$ 3,230,381	\$ 3,230,381	\$ - \$ 3,230,381
23	SCC - Windsor	\$ 13,341,386	\$ 13,023,322	\$ - \$ 13,023,322
24	SRA - State Rail Assistance	\$ 3,700,000	\$ 3,700,000	\$ - \$ 3,700,000
25	STA - State Transit Assistance (Population)	\$ 1,162,223	\$ 1,162,223	\$ - \$ 1,162,223
26	STA - State Transit Assistance (Revenue)	\$ 2,451,807	\$ 2,451,807	\$ - \$ 2,451,807
27	STA - SGR (State of Good Repair)	\$ 340,634	\$ 340,634	\$ - \$ 340,634
28	State Funds - Shuttle Service	\$ 500,000	\$ 500,000	\$ - \$ 500,000
29	TIRCP - Petaluma North and McDowell Crossing	\$ 6,774,657	\$ 8,559,722	\$ - \$ 8,559,722
30	TIRCP - Windsor to Healdsburg	\$ 1,450,000	\$ 1,450,000	\$ - \$ 1,450,000
31	Regional Funds			
32	Measure M - SCTA	\$ -	\$ -	\$ - \$ -
33	Other Governments	\$ 1,401,532	\$ 2,029,915	\$ - \$ 2,029,915
34	Regional Measure 3 (RM3)	\$ 1,276,000	\$ 1,276,000	\$ - \$ 1,276,000
35	Other Sources			
36	Advertising	\$ 132,100	\$ 132,100	\$ - \$ 132,100
37	Charges for Services	\$ 109,564	\$ 109,564	\$ - \$ 109,564
38	Fare Revenues	\$ 2,215,290	\$ 2,215,290	\$ - \$ 2,215,290
39	Interest Earning	\$ 1,500,000	\$ 1,500,000	\$ - \$ 1,500,000
40	Misc.	\$ 54,257	\$ 54,257	\$ - \$ 54,257
41	Parking	\$ 11,400	\$ 11,400	\$ - \$ 11,400
42	Rent - Real Estate	\$ 479,636	\$ 479,636	\$ - \$ 479,636
43	Shuttle Revenues	\$ 1,200	\$ 1,200	\$ - \$ 1,200
44	Total Revenues	\$ 121,087,517	\$ 124,854,067	\$ - \$ 124,854,067
45	Total Revenues + Fund Balance	\$ 202,430,394	\$ 202,430,394	\$ - \$ 202,430,394
46				
47		FY25 Adopted Budget	Amended Budget	Amended Budget
48	Debt Service	\$ 16,904,116	\$ 16,904,116	\$ - \$ 16,904,116
49	Salaries & Benefits	\$ 28,822,096	\$ 28,822,096	\$ - \$ 28,822,096
50	Reduction for Salaries Charged to Projects	\$ (1,655,611)	\$ (1,655,611)	\$ - \$ (1,655,611)
51	Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (32,895)	\$ (32,895)	\$ - \$ (32,895)
52	Service & Supplies	\$ 19,671,720	\$ 19,671,720	\$ - \$ 19,671,720
53	Total Salaries, Benefits, Service, & Supplies	\$ 46,805,310	\$ 46,805,310	\$ - \$ 46,805,310
54	Contribution to OPEB/ CalPERS Liability Fund	\$ 1,000,000	\$ 1,000,000	\$ - \$ 1,000,000
55	Contribution to Capital Sinking Fund	\$ 2,000,000	\$ 2,000,000	\$ (1,307,750) \$ 692,250
56	Operating Reserve	\$ 450,346	\$ 450,346	\$ - \$ 450,346
57	Total Reserve Contributions	\$ 3,450,346	\$ 3,450,346	\$ (1,307,750) \$ 2,142,596
58	Total Debt Service, Operating, Reserves	\$ 67,159,722	\$ 67,159,722	\$ (1,307,750) \$ 65,852,022
60	Balance	\$ 135,270,672	\$ 135,270,622	\$ (1,307,750) \$ 136,578,372
61		FY25 Adopted Budget	Amended Budget	Amended Budget
62				
63	State of Good Repair and Projects			
64	Bridges	\$ -	\$ -	\$ - \$ -
65	DMU	\$ 1,331,218	\$ 1,331,218	\$ - \$ 1,331,218
66	Equipment	\$ 1,200,000	\$ 1,200,000	\$ - \$ 1,200,000
67	Information Technology	\$ 813,910	\$ 813,910	\$ - \$ 813,910
68	Non-Revenue Vehicles	\$ 921,654	\$ 921,654	\$ - \$ 921,654
69	Safety and Security	\$ 15,943	\$ 15,943	\$ - \$ 15,943
70	Track, MOW, and Facilities	\$ 475,827	\$ 475,827	\$ - \$ 475,827
71	Train Control	\$ 2,500,000	\$ 2,500,000	\$ - \$ 2,500,000
72	Total State of Good Repair	\$ 7,258,552	\$ 7,258,552	\$ - \$ 7,258,552
73	Environmental and Mitigation	\$ 1,338,666	\$ 1,338,666	\$ - \$ 1,338,666
74	Planning - Studies	\$ 445,403	\$ 445,403	\$ - \$ 445,403
75	Planning - Capital	\$ 450,000	\$ 450,000	\$ - \$ 450,000
76	Shuttle	\$ 100,000	\$ 100,000	\$ - \$ 100,000
77	Other Construction	\$ 1,108,632	\$ 1,133,039	\$ - \$ 1,133,039
78	Miscellaneous	\$ 1,715,357	\$ 1,715,357	\$ - \$ 1,715,357
79	Total Planning, Environmental, Other Construction, Shuttle	\$ 5,158,058	\$ 5,182,465	\$ - \$ 5,182,465
80				
81		FY25 Adopted Budget	Amended Budget	Amended Budget
82				
83	Capital Projects			
84	Expansion	\$ 37,955,872	\$ 42,200,581	\$ - \$ 42,200,581
85	Pathways - Design and Permitting	\$ 6,051,072	\$ 6,051,072	\$ - \$ 6,051,072
86	Pathways - Capital	\$ 21,312,346	\$ 20,602,680	\$ - \$ 20,602,680
87	Land Acquisition	\$ -	\$ -	\$ 1,307,750 \$ 1,307,750
88	Total Capital Expenditures	\$ 65,319,290	\$ 68,854,333	\$ 1,307,750 \$ 70,162,083
89	Ending Fund Balance	\$ 57,534,772	\$ 53,975,272	\$ - \$ 53,975,272



**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,  
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**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](http://www.SonomaMarinTrain.org)

September 18, 2024

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

**SUBJECT:** Adopt a Resolution for Change Order 07 in an amount of \$1,982,766 to Construction Contract No. CV-BB-23-004 with Stacy and Witbeck/Ghilotti Bros. a Joint Venture

Dear Board Members:

**RECOMMENDATION:**

Adopt Resolution No. 2024-29 authorizing the General Manager to execute Change Order 07 to Construction Contract No. CV-BB-23-004 with Stacy and Witbeck/Ghilotti Bros. a Joint Venture in the amount of \$1,982,766 for a total not-to-exceed amount of \$34,750,501.30 to complete the construction of a parking lot at the Petaluma North Station.

**SUMMARY:**

SMART staff included a parking lot for the Petaluma North Station, as an additive alternate bid item as part of the original bid. This allowed SMART to award the parking lot scope at time of contract award or, in this case, adding the scope into the contract through change order at the originally bid price at a later date.

At the time of contract award, the previous property owner was not prepared to transfer the land to SMART and so, the additive alternate bid item to construct the parking lot was not included in the contract award.

SMART is in the process of acquiring the property and is now prepared to construct the 1.2-acre parking lot with 115 parking spots adjacent to the under-construction station.

In preparation of the parking being included in the scope of the project, the bid amount of \$1,982,766 was kept in contract contingency to hold the necessary funds for construction. Change Order 07, in the amount of \$1,982,766, moves contingency funds into the project the construction of a parking lot for the Petaluma North Station.

Staff recommends approving Resolution No. 2024-29 authorizing the General Manager to execute Change Order 07 to Construction Contract No. CV-BB-23-004 with Stacy and Witbeck/Ghilotti Bros. a Joint Venture in the amount of \$1,982,766 for a total not-to-exceed amount of \$34,750,501.30 to complete the construction of a parking lot at the Petaluma North Station.

**FISCAL IMPACT:** Expenditure authority and funding are included in the Fiscal Year 2024-25 budget.

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

[ x ] Counsel     /s/    

Very truly yours,

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

Attachment(s): Resolution No. 2024-29

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CHANGE ORDER TO CONTRACT NO. CV-BB-23-004 WITH STACY AND WITBECK/GHILOTTI BROS. FOR THE CONSTRUCTION OF A PARKING LOT AT THE PETALUMA NORTH STATION**

---

**WHEREAS**, the Sonoma Marin Area Rail Transit District (SMART) is in the process of constructing the Petaluma North Station; and

**WHEREAS**, SMART staff included a parking lot for the Petaluma North Station as an additive alternate bid item as part of the station construction bid; and

**WHEREAS**, the additive alternate parking lot was not included in the contract award due to the land not being owned by SMART; and

**WHEREAS**, SMART staff included the full funding for the construction of the parking lot in the amount of \$1,982,766 in the contract contingency; and

**WHEREAS**, SMART will acquire the property prior to construction of the parking lot; 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. That Change Order 07 to Contract No. CV-BB-23-004 with Stacy and Witbeck/Ghilotti Bros. 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 September 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

ATTEST:

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

Contract No.: CV-BB-23-004  
Contract Title: Petaluma North, McDowell Reconstruction & Pathway Construction  
Change Order No: 07  
Title: Station Parking Lot



**Issued to:**

Stacy and Witbeck/Ghilotti Bros.  
2800 Harbor Bay Parkway  
Alameda, California 94502

**CO Title:** Parking Lot

**Change Notice References Include:** N/A

**The original Contract Price due to this CO will change by:** \$1,982,766.00

**The original Contract Performance Time due to the CO will be change by:** 0 calendar days

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

**Description of Change:**

---

Construct the Additive Alternate Bid Item A-2 Petaluma North Station Parking Lot per contract Design Drawings and Specifications.

Contract No.: CV-BB-23-004  
Contract Title: Petaluma North, McDowell Reconstruction & Pathway Construction  
Change Order No: 07  
Title: Station Parking Lot



IN WITNESS WHEREOF, the Sonoma - Marin Area Rail Transit and Stacy Witbeck/Ghilotti Bros. have executed this Change Order as of the last date written below.

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:**

Concurred By: \_\_\_\_\_  
**Michael Wiltermood**, 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.**

**STACY WITBECK/Ghilotti Bros.**

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**  
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**Rachel Farac**  
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September 18, 2024

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

**SUBJECT:** Approve Agreement No. CV-PS-24-006 with CocoConsult, LLC with a not-to-exceed amount of \$1,500,000 over a 3-year period.

Dear Board Members:

**RECOMMENDATION:**

Adopt Resolution No. 2024-28 authorizing the General Manager to execute Agreement No. CV-PS-24-006 with CocoConsult, LLC with a not-to-exceed amount of \$1,500,000 and a term of 3 years, and two one-year options to extend. This agreement is for as-needed project advisory and cost estimating services to support design and construction activities.

**SUMMARY:**

SMART continues to design and construct passenger rail and pathway projects. This as-needed contract will provide project delivery advisory services to assist SMART staff in determining expeditious and cost-effective ways to implement rail extensions and pathway projects. The project delivery methods could include Design-Build, Progressive Design-Build and Construction Manager/General Contractor. In addition, the contract includes professional cost estimating services to prepare detailed independent project cost estimates that are essential to provide a base level estimate when implementing alternate delivery methods.

A Request for Proposals was issued on July 8, 2024, for Construction Alternate Project Delivery Advisor Services. SMART received seven (7) proposals on August 7, 2024. A selection committee evaluated each of the proposals using the evaluation criteria stated in the Request for Proposals, which included service approach, written responses to specific questions, key personnel qualifications, demonstrated history of performing similar work, interviews, and pricing. CocoConsult, LLC scored the highest based on these evaluation criteria and is being recommended for award.



Staff recommends approving Resolution No. 2024-28 authorizing the General Manager to execute Agreement No. CV-PS-24-006 with CocoConsult, LLC in an amount not-to-exceed \$1,500,000 with a term of three (3) years and two (2) one-year options to extend for Construction Alternate Project Delivery Advisory Services.

**FISCAL IMPACT:** There is no impact to budget at this time since this is an on-call contract from which task orders will be issued when tasks arise. The project requesting the work will fund the work.

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

[ x ] Counsel       /s/      

Very truly yours,

/s/

Bill Gamlen, P.E.  
Chief Engineer

Attachment(s):

- 1) Resolution No. 2024-28
- 2) CocoConsult, LLC Agreement No. CV-PS-24-006

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONTRACT NO. CV-PS-24-006 WITH COCOCONSULT, LLC FOR ON-CALL CONSTRUCTION ALTERNATE PROJECT DELIVERY SERVICES**

---

**WHEREAS**, the Sonoma-Marín Area Rail Transit District (SMART) is expanding the SMART passenger rail and pathway system through design and construction activities; and

**WHEREAS**, SMART has determined that additional professional services resources are needed to assist staff in the areas of project delivery and cost estimating services, and

**WHEREAS**, SMART issued a Request for Proposals on July 8, 2024, for construction alternate project delivery services; and

**WHEREAS**, SMART received seven (7) proposals on August 7, 2024; and

**WHEREAS**, SMART determined that CocoConsult, LLC was the highest-ranking proposer providing the best value to the District; and

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract No. CV-PS-24-006 with CocoConsult, LLC for a total not-to-exceed contract amount of \$1,500,000 and a maximum period of 5 years.

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

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

ATTEST:

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

## **AGREEMENT FOR CONSULTANT SERVICES**

This agreement (“Agreement”), dated as of September 18, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and CocoConsult, LLC (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in public entity construction alternate project delivery methods, detailed construction cost estimation, 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 Consultant to provide as-needed construction alternate project delivery advisory services, detailed construction cost estimation and negotiation services, and other related services; 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 and Federal Requirements

#### **ARTICLE 3. REQUEST FOR SERVICES.**

Section 3.01        Initiation Conference. SMART’s Chief Engineer or designee (hereinafter “SMART Manager”) will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the SMART Manager and Consultant will establish and agree on a specific task for the project. A written task order will be required prior to the start of all services.

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 a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. If SMART determines that any of Consultant’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 Consultant to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Consultant 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) 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:  
Courtney Robertson, Collaboration Strategy/Partner Facilitator (CocoConsult, LLC)  
Mike Grodner, Proposal Preparation, Technical Support (CocoConsult, LLC)  
Mike Robertson, Strategic Project(s) and Contract Planning (CocoConsult, LLC)  
Matt Carter, Strategic Project(s) Planning and Technical Reviews (CocoConsult, LLC)

Steve Meyer, Strategic Project(s) and Contracting Strategy (CocoConsult, LLC)  
Rick Krebs, Estimating Lead (Subconsultant: Krebs Corporation)  
Ann-Therese Schmidt, Contracting Strategy (Subconsultant: Nossaman LLP)  
Frank Lieu, Contracting Strategy (Subconsultant: Nossaman LLP)

## **ARTICLE 5. PAYMENT.**

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

Section 5.01 Consultant shall invoice SMART on a monthly basis, identifying the task order number, detailing the tasks performed pursuant to the Scope of Work requested by the SMART Manager, and the hours worked. SMART shall pay Consultant within 30 days after submission of the invoices.

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 \$1,500,000.00, 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 order number, (ii) the task(s) performed; (iii) the time in quarter hours devoted to the task(s); (iv) the individual(s) performing the work, the firm they are with, and their corresponding hourly rates; 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. 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.

Section 5.03 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 subsequent 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 Consultant 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 Consultant 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 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 September 18, 2027, with two (2) 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. 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 \$1,000,000 per occurrence or claim.

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](mailto: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 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 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. To the extent Consultant incorporates into the work product any

pre-existing work product owned by Consultant, Consultant 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 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.

### **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: Bill Gamlen  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[bgamlen@sonomamarintrain.org](mailto:bgamlen@sonomamarintrain.org)  
707-794-3049

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](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Consultant: CocoConsult, LLC  
Attn: Courtney Robertson  
1914 East 9400 South # 310  
Sandy, Utah 84093  
[courtney@cococonsult.com](mailto:courtney@cococonsult.com)  
801-706-3311

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: COCOCONSULT, LLC**

By: \_\_\_\_\_  
Courtney Robertson, Owner

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 CocoConsult, LLC to provide as-needed construction alternate project delivery advisory services, detailed construction cost estimation and negotiation services, and other related services

If the task includes any Sensitive Security Information (SSI), the Consultant will be required to sign SMART's Confidentiality and Non-Disclosure Agreement prior to the initiation of any work on that Task.

### **II. Project Management**

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer, or designee. All work will be initiated by written task order.

### **III. Scope of Work**

Consultant shall provide construction alternate project delivery advisory and cost estimation services on a task order basis as needs arise.

All work performed under this contract will require a written Task Order to be executed and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed. Task Orders will be issued by the SMART Manager to initiate all work. The Task Order will include all work requirements, specifications, deliverables, not-to-exceed amounts, and timelines for completion.

#### **A. Task Order Work**

Consultant may perform any of the following services on an as-needed and task order basis.

##### **1. Project Advisor Services**

Consultant may be tasked with the following:

- a. Advise SMART staff on the most appropriate construction delivery method for select projects.

- b. Assisting with the preparation of construction documents (i.e. traditional design-build, progressive design-build, Design-Bid-Build, Construction Manager General Contractor “CMGC”) and solicitation documents for public transportation infrastructure projects. This includes, “front end” documents such as Request for Qualifications, Request for Proposal, General Conditions, Special Conditions, General Requirements, Program Requirements, and related documents that establish the solicitation, scope of work, and contractual terms. This would not include preparation of engineering designs, drawings or collecting field data.
- c. Advise SMART staff during the solicitation process, evaluation and contracting process, and contract administration process.
- d. Evaluate detailed contractor cost proposals and participate in contractor cost negotiations.
- e. Develop Staff Training Materials, Procedural Documents, and Templates
- f. Conduct Staff Training

2. Cost Estimation Services

Consultant may be tasked with the following:

- a. Perform professional, construction-style detailed cost estimating services. This may include development of “ground-up” cost estimates using industry standard unit pricing and quantities and factoring in regional pricing within the San Francisco Bay Area and North Bay Area markets.
3. Other related services as assigned and as mutually agreed upon by both SMART and the Consultant.

B. General Consultant Requirements

In addition to the requirements specifically included in each Task Order, Consultant shall:

- 1. Be responsible for supervising, reviewing, monitoring, training, and directing the Consultant’s and Subconsultant’s personnel.
- 2. Assign qualified personnel to complete the required Task Order work as specified on an “as-needed” basis in coordination with the SMART Manager.
- 3. Administer personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.

4. Maintain and submit organized project files for record tracking and auditing.
5. Develop, organize, facilitate, and attend scheduled meetings, and preparation and distribution of meeting minutes as directed by the SMART Manager.
6. Implement and maintain quality control procedures to manage conflicts, ensure product and service accuracy and completion before billing to SMART.
7. Manage Subconsultants and Subcontractors.
8. Manage Task Order budgets and provide reports to the SMART Manager.
9. Ensure compliance with the provisions of this Contract and all specified Task Order requirements.
10. Not remove or replace any key personnel assigned to Task Orders without the prior approval of the SMART Manager and a revised task order. The removal or replacement of personnel without written approval shall be a violation of the Contract and may result in Termination of the Contract. When assigned consultant personnel is on approved leave and required by the SMART Manager, the Consultant's Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, billing rate, and experience level of the previously assigned personnel. Substitute personnel must receive prior written approval from the SMART Manager. Invoices with charges for personnel not identified in the Exhibit B shall not be reimbursed.
11. Follow all safety requirements and direction from the SMART Manager.

#### **IV. Timeline for Each Requirement / Task**

All deliverables and timelines for work will be clearly described in each task order and shall be mutually agreed upon by SMART and Consultant in writing prior to the start of any work being performed.

#### **V. Acceptance Criteria**

The SMART Manager or designee responsible for each Task Order shall review all work performed by the Consultant to ensure performed work meets the requirements and objectives for each task order. SMART will not pay the Consultant for the Consultant's work and the charges incurred by the Consultant under this Contract when the work does not conform to the requirements specified in this Contract and the applicable Task Order. Such work shall be corrected at the Consultant's sole expense at no additional cost to SMART.

**EXHIBIT B  
SCHEDULE OF RATES**

<b>Name</b>	<b>Firm</b>	<b>Fully Burdened Hourly Rate</b>
All CocoConsult Personnel	CocoConsult, LLC	\$300.00
Rick Krebs	Krebs Corporation	\$220.50
Ann-Therese Schmid	Nossaman LLP	\$790.00
Frank Liu	Nossaman LLP	\$630.00

Any materials/supplies authorized by SMART will be at cost with receipt documentation.

Any travel authorized under this Agreement will be in accordance with SMART's current Travel Guidelines for Contractors.

**EXHIBIT C**  
**DOT AND FEDERAL REQUIREMENTS**

UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT),  
FEDERAL TRANSIT ADMINISTRATION (FTA), FEDERAL RAILROAD  
ADMINISTRATION (FRA) 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 and FRA directives. The terms of the most recent amendment to any federal, state or local laws, regulations, FTA directives, FRA 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 or FRA 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, FRA, 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 the FTA and the FRA and their 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 agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of the Contractor and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other 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 to SMART 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 Contractor and its subcontractors upon receipt of any request made by SMART, Caltrans, or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, Caltrans will rely to the maximum extent possible on any prior audit of Contractor pursuant to the provisions of State and SMART law. In the absence of such an audit, any acceptable audit work performed by SMART's external and internal auditors may be relied upon and used by Caltrans when planning and conducting additional audits.

For the purpose of determining compliance with applicable State law and SMART policy in connection with the performance of SMART's contracts with third parties pursuant to

Government Code Section 8546.7, SMART, the Contractor, its subcontractors, and Caltrans, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to SMART under this Agreement. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and Contractor and its subcontractors shall furnish copies thereof if requested.

Contractor and its subcontractors will 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 Caltrans, for the purpose of any investigation to ascertain compliance with this Agreement.

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. Electronic and Information Technology.**

*Applicability: All Contracts*

The contractor agrees that reports or information it provides will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, and “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194.

#### **5. Lobbying**

*Applicability: All Contracts > \$100,000*

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.



- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

**Certification and disclosure.**

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan

- exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## 6. 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 the FTA

or FRA 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 the FTA or FRA 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 the FTA or FRA 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 the FTA or FRA 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 the FTA or FRA.

## **7. 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, the FRA, 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 or FRA.

## **8. 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, the FRA, 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 or FRA.”

## **9. 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.

#### 10. 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.”

## 11. Debarment and Suspension

*Applicability: All Contracts > \$25,000*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA or FRA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- i. Debarred from participation in any federally assisted Award;
- ii. Suspended from participation in any federally assisted Award;
- iii. Proposed for debarment from participation in any federally assisted Award;
- iv. Declared ineligible to participate in any federally assisted Award;
- v. Voluntarily excluded from participation in any federally assisted Award; or
- vi. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by SMART. If it is later determined by SMART that the bidder or proposer 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 bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 12. 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.

### **13. 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 or FRA pre-approval.

### **14. 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.

## 15. Federal Changes.

*Applicability: All Contracts*

Contractor shall at all times comply with all applicable FTA and FRA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Sonoma-Marín Area Rail Transit District and FTA and FRA, 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.

## 16. Fly America.

*Applicability: All Contracts*

b) Definitions. As used in this clause -

- 2) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
  - 3) "United States" means the 50 States, the District of Columbia, and outlying areas.
  - 4) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- c) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, SMART, and others to use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- d) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- e) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- f) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract.

**17. Incorporation of Federal Transit Administration (FTA) Terms.**

*Applicability: All Contracts*

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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.

**18. No Obligation by the Federal Government.**

*Applicability: All Contracts*

The Sonoma-Marín 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 or FRA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**19. Notice to FTA, FRA, and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other 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 and FRA 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 subagreements 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) SMART must promptly notify the U.S. DOT Inspector General in addition to the FTA and FRA Chief Counsel or Regional Counsel for the Region in which SMART is located, if SMART has knowledge of potential fraud, waste, or abuse occurring on a Project or Service receiving assistance from the FTA or FRA. 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 or Service is subject to this Agreement or another agreement between SMART and the FTA or FRA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of SMART. 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 SMART.

## **20. Patent Rights and Rights in Data and Copyrights Requirements (Federal Requirements)**

*Applicability: All Research Project Contracts*

### Intellectual Property Rights

This Project is funded through a Federal award with the FTA or FRA 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 the FTA, FRA, 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 the FTA or FRA, until such time as the FTA or FRA 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 or FRA.
2. Unless the FTA or FRA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the FTA or FRA to make available to the public, either FTA’s or FRA’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. For Research Data (as defined in 2 C.F.R. §200.315(e)(3)) acquired under this contract, the FTA or the FRA has the right to:
  1. Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement.
  2. Authorize others to receive reproduce, publish or otherwise use such data.
7. 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.

## **21. Rights to Inventions Made Under a Contract or Agreement / Intellectual Property Provisions (State of CA Provisions)**

*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.

Inventors are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by SMART, Contractor, and all subcontracts or jointly with SMART, Contractor, and all subcontractors 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 the Agreement and in performance of work issued under this Agreement.

Caltrans will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside Caltrans for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, create derivative works from, or disclose the invention(s) for any commercial purpose.

If additional uses are reasonably determined to be needed by Caltrans for public outreach purposes, Contractor and SMART shall obtain rights and grant Caltrans and its agents said additional rights for use of the "Before" and "After" project photos, Artwork created or produced for Project under this Agreement, and educational programming created or produced for Project under this Agreement. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

If Contractor or Subcontractors become aware of any possible infringement regarding intellectual property rights in the course of performing any work under this Agreement, Contractor and subcontractors shall immediately notify SMART in writing.

## **22. Solid Wastes (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.

## **23. Program Fraud and False or Fraudulent Statements and Related Acts**

*Applicability: All Contracts*

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 or Service. Upon execution of the underlying contract, 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 contract or the FTA or FRA assisted project for which this contract 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.

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 or FRA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

#### **24. 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.

#### **25. 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.

## **26. 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.

## **27. 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.

## **28. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, 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 and 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, 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. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of 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.

## **29. 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.

### **30. Geographic Restrictions.**

*Applicability: All Contracts*

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

### **31. Metric System.**

*Applicability: All Contracts*

To the extent required by U.S. DOT, FTA or FRA, 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, FTA, or FRA. To the extent practicable and feasible, SMART agrees to accept products and services with dimensions expressed in the metric system of measurement.

### **32. 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.

### **33. 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.

### **34. Federal Tax Liability and Recent Felony Convictions**

*Applicability: All Contracts*

(1) The contractor certifies that it:

- (a) 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 is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, SMART will refer the matter to the FTA and FRA and not enter into any Third Party Agreement with the Third Party Participant without the FTA or FRA's written approval.

(2) Flow-Down. The Contractor shall flow this requirement down to subcontractors at all lower tiers, without regard to the value of any subagreement.

### **35. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

*Applicability: All Contracts*

b) SMART, Contractors, and Subcontractors are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).



- (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- d) See Public Law 115-232, section 889 for additional information.
- e) See also § 200.471.

### **36. 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.



**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  
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[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

September 18, 2024

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

**SUBJECT:** Budget Amendment #3 - Amend the Fiscal Year 2025 Adopted Budget to roll forward additional funds from Fiscal Year 2024 into Fiscal Year 2025 to increase appropriations authority by \$4,814,561

Dear Board Members:

**RECOMMENDATIONS:**

Adopt Resolution No. 2024-32, amending Resolution No. 2024-19, the Fiscal Year 2025 Adopted Budget.

**SUMMARY:**

SMART's Fiscal Year 2025 Budget development process included an analysis of what had been spent in Fiscal Year 2024, and what funds would need to be rolled forward for use in Fiscal Year 2025. Our estimates were included in the Fiscal Year 2025 Board adopted budget. Once final project costs were calculated, we determined what would need to roll into Fiscal Year 2025 to enable projects to continue their forward progress.

At the August 21, 2024 Board Meeting, we presented the first of our roll forward adjustments. These included the Petaluma North Station Project and the Windsor Extension Civil Project, as well as the Windsor Pedestrian Undercrossing, and Windsor Utility Crossings.

This amendment addresses the need to shift revenues from FY24 and increase expenditure authority for expenses related to the Windsor Systems Project and the McInnis to Smith Ranch Pathway Project.

**Windsor Extension Systems Project:**

- Rolling forward \$3,394,509 of Interregional Transportation Improvement Program (ITIP) funds from FY24 to FY25
- Rolling forward \$250,000 of the Federal Rail Administration Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant from FY24 to FY25

Name	Windsor Extension -- Systems			
Project	P2010-25-002			
Grant	ITIP	FRA - CRISI	Measure Q	TOTAL
Amount	\$ 10,000,000	\$ 1,749,298	\$ 1,335,074	\$ 13,084,372
FY 24	\$ 6,769,619	\$ 250,000		\$ 7,019,619
FY 24 Expenditures	\$ 3,375,110			\$ 3,375,110
<b>Balance to Roll forward</b>	<b>\$ 3,394,509</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ 3,644,509</b>
FY 25	\$ 3,230,381	\$ 1,499,298	\$ 1,335,074	\$ 6,064,753
<b>New FY 25 Budget</b>	<b>\$ 6,624,890</b>	<b>\$ 1,749,298</b>	<b>\$ 1,335,074</b>	<b>\$ 9,709,262</b>

*McInnis to Smith Ranch Pathway Construction:*

- Rolling \$207,835 of Quick Strike Congestion Mitigation and Air Quality Improvement (CMAQ) funds from FY24 to FY25
- Rolling \$207,835 of Local Partnership Program (LPP) funds from FY24 to FY25
- Rolling \$754,381 in Measure Q funds from FY24 to FY25

Name	McInnis to Smith Ranch Pathway Construction			
Project	P2018-25-004			
Grants	Quick Strike - CMAQ	LPP	Measure Q	TOTAL
Amount	\$ 1,857,999	\$ 1,857,999	\$ 754,382	\$ 4,470,380
FY 24	\$ 1,068,691	\$ 1,068,691	\$ 754,382	\$ 2,891,764
FY 24 Expenditures	\$ 860,856	\$ 860,856	\$ -	\$ 1,721,712
<b>Balance to Roll forward</b>	<b>\$ 207,835</b>	<b>\$ 207,835</b>	<b>\$ 754,382</b>	<b>\$ 1,170,052</b>
FY 25	\$ 789,308	\$ 789,308	\$ 325,000	\$ 1,903,616
<b>New FY 25 Budget</b>	<b>\$ 997,143</b>	<b>\$ 997,143</b>	<b>\$ 1,079,382</b>	<b>\$ 3,073,668</b>

**FISCAL IMPACT:** The overall fiscal impact of this Budget Amendment #3 is a roll forward of \$4,814,561 of revenues and to provide the authority to expend those funds in Fiscal Year 2025.

**REVIEWED BY:** [ ] Finance \_\_\_\_\_ [ x ] Counsel  /s/ \_\_\_\_\_

Sincerely,

/s/  
 Heather McKillop  
 Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2024-32, Budget Amendment #3 – Windsor Systems and McInnis Roll Forward Appendix A to the Fiscal Year 2025 Budget

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2024-19, THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 TO PROVIDE FOR REVISED EXPENDITURE AUTHORITY**

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**WHEREAS**, as part of its approval of the Annual Budget for Fiscal Year 2024-2025, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

**WHEREAS**, the Board approved Budget Amendment #1 which modified the expenditure authority and provided for revised position authority; and

**WHEREAS**, the Board approved Budget Amendment #2, which modified the expenditure authority to provide for the purchase of land; and

**WHEREAS**, the Board desires to Amend the Annual Budget Resolution No. 2024-019 to modify expenditure authority by rolling forward funds from the previous fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** that expenditure authority in Resolution No. 2024-19, Fiscal Year 2024-2025 Adopted Budget, and Appendix A is hereby amended.

**BE IT FURTHER RESOLVED** except as specifically amended or supplemented by this Resolution, Resolution No. 2024-19, together with all supplements, amendments, and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and otherwise contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect and provision of Resolution No. 2024-19.

**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 September 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 A - Passenger Rail/Pathway Sources & Uses						
FISCAL YEAR 2024-2025 DRAFT BUDGET - SOURCES AND USES						
	A	B	C	D	E	
	FY25 Adopted Budget	Amendment #1	Amendment #2	Amendment #3	Amended Budget	
1	Beginning Fund Balance *	\$ 81,342,877	\$ 77,576,327	\$ -	\$ (4,814,561)	\$ 72,761,766
2	Revenues					
3	SMART S&U Tax					
4	Measure Q	\$ 50,426,000	\$ 50,426,000	\$ -	\$ -	\$ 50,426,000
	Measure Q Roll Forward		\$ 1,432,038		\$ 754,382	\$ 2,186,420
5	Federal Funds					
6	5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 3,770,292	\$ 3,770,292	\$ -	\$ -	\$ 3,770,292
7	5337 - Federal State of Good Repair Funds	\$ 6,350,000	\$ 6,350,000	\$ -	\$ -	\$ 6,350,000
8	Discretionary Earmark	\$ 1,800,000	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000
9	FRA - Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$ 1,499,298	\$ 1,499,298	\$ -	\$ 250,000	\$ 1,749,298
10	FRA Suicide Prevention Grant	\$ 15,943	\$ 15,943	\$ -	\$ -	\$ 15,943
11	Quick Strike (CMAQ) McInnis to Smith Ranch Rd	\$ 789,308	\$ 789,308	\$ -	\$ 207,835	\$ 997,143
12	State Funds					
13	AHSC - Roseland Village (Round5)	\$ 2,263,161	\$ 3,817,891	\$ -	\$ -	\$ 3,817,891
14	AHSC - Kasha Tribe (Round 7)	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 750,000
15	AHSC - Petaluma (Danco)	\$ 2,549,485	\$ 2,549,485	\$ -	\$ -	\$ 2,549,485
16	ATP - SoCo Pathway - CTC/Caltrans/MTC	\$ 8,104,983	\$ 6,789,381	\$ -	\$ -	\$ 6,789,381
17	Caltrans Sustainability Communities Competitive Planning Grant	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ 400,000
18	Clean California Transit Grant	\$ 881,316	\$ 881,316	\$ -	\$ -	\$ 881,316
19	LCTOP - Low Carbon Transit Operating	\$ 566,356	\$ 566,356	\$ -	\$ -	\$ 566,356
20	LPP - Local Partnership Program	\$ 789,308	\$ 789,308	\$ -	\$ 207,835	\$ 997,143
21	ITIP - Windsor Systems	\$ 3,230,381	\$ 3,230,381	\$ -	\$ 3,394,509	\$ 6,624,890
22	SCC - Windsor	\$ 13,341,386	\$ 13,023,322	\$ -	\$ -	\$ 13,023,322
23	SRA - State Rail Assistance	\$ 3,700,000	\$ 3,700,000	\$ -	\$ -	\$ 3,700,000
24	STA - State Transit Assistance (Population)	\$ 1,162,223	\$ 1,162,223	\$ -	\$ -	\$ 1,162,223
25	STA - State Transit Assistance (Revenue)	\$ 2,451,807	\$ 2,451,807	\$ -	\$ -	\$ 2,451,807
26	STA - SGR (State of Good Repair)	\$ 340,634	\$ 340,634	\$ -	\$ -	\$ 340,634
27	State Funds - Shuttle Service	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 500,000
28	TIRCP - Petaluma North and McDowell Crossing	\$ 6,774,657	\$ 8,559,722	\$ -	\$ -	\$ 8,559,722
29	TIRCP - Windsor to Healdsburg	\$ 1,450,000	\$ 1,450,000	\$ -	\$ -	\$ 1,450,000
30	Regional Funds					
31	Measure M - SCTA	\$ -	\$ -	\$ -	\$ -	\$ -
32	Other Governments	\$ 1,401,532	\$ 2,029,915	\$ -	\$ -	\$ 2,029,915
33	Regional Measure 3 (RM3)	\$ 1,276,000	\$ 1,276,000	\$ -	\$ -	\$ 1,276,000
34	Other Sources					
35	Advertising	\$ 132,100	\$ 132,100	\$ -	\$ -	\$ 132,100
36	Charges for Services	\$ 109,564	\$ 109,564	\$ -	\$ -	\$ 109,564
37	Fare Revenues	\$ 2,215,290	\$ 2,215,290	\$ -	\$ -	\$ 2,215,290
38	Interest Earning	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
39	Misc.	\$ 54,257	\$ 54,257	\$ -	\$ -	\$ 54,257
40	Parking	\$ 11,400	\$ 11,400	\$ -	\$ -	\$ 11,400
41	Rent - Real Estate	\$ 479,636	\$ 479,636	\$ -	\$ -	\$ 479,636
42	Shuttle Revenues	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ 1,200
43	Total Revenues	\$ 121,087,517	\$ 124,854,067	\$ -	\$ 4,814,561	\$ 129,668,628
44	Total Revenues + Fund Balance	\$ 202,430,394	\$ 202,430,394	\$ -	\$ -	\$ 202,430,394
45						
46		FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amended Budget
47	Debt Service	\$ 16,904,116	\$ 16,904,116	\$ -	\$ -	\$ 16,904,116
48	Salaries & Benefits	\$ 28,822,096	\$ 28,822,096	\$ -	\$ -	\$ 28,822,096
49	Reduction for Salaries Charged to Projects	\$ (1,655,611)	\$ (1,655,611)	\$ -	\$ -	\$ (1,655,611)
50	Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (32,895)	\$ (32,895)	\$ -	\$ -	\$ (32,895)
51	Service & Supplies	\$ 19,671,720	\$ 19,671,720	\$ -	\$ -	\$ 19,671,720
52	Total Salaries, Benefits, Service, & Supplies	\$ 46,805,310	\$ 46,805,310	\$ -	\$ -	\$ 46,805,310
53	Contribution to OPEB/ CalPERS Liability Fund	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
54	Contribution to Capital Sinking Fund	\$ 2,000,000	\$ 2,000,000	\$ (1,307,750)	\$ -	\$ 692,250
55	Operating Reserve	\$ 450,346	\$ 450,346	\$ -	\$ -	\$ 450,346
56	Total Reserve Contributions	\$ 3,450,346	\$ 3,450,346	\$ (1,307,750)	\$ -	\$ 2,142,596
57	Total Debt Service, Operating, Reserves	\$ 67,159,722	\$ 67,159,722	\$ (1,307,750)	\$ -	\$ 65,852,022
58	Balance	\$ 135,270,672	\$ 135,270,622	\$ (1,307,750)	\$ -	\$ 136,578,372
59						
60		FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amended Budget
61						
62	State of Good Repair and Projects					
63	Bridges	\$ -	\$ -	\$ -	\$ -	\$ -
64	DMU	\$ 1,331,218	\$ 1,331,218	\$ -	\$ -	\$ 1,331,218
65	Equipment	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
66	Information Technology	\$ 813,910	\$ 813,910	\$ -	\$ -	\$ 813,910
67	Non-Revenue Vehicles	\$ 921,654	\$ 921,654	\$ -	\$ -	\$ 921,654
68	Safety and Security	\$ 15,943	\$ 15,943	\$ -	\$ -	\$ 15,943
69	Track, MOW, and Facilities	\$ 475,827	\$ 475,827	\$ -	\$ -	\$ 475,827
70	Train Control	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -	\$ 2,500,000
71	Total State of Good Repair	\$ 7,258,552	\$ 7,258,552	\$ -	\$ -	\$ 7,258,552
72	Environmental and Mitigation	\$ 1,338,666	\$ 1,338,666	\$ -	\$ -	\$ 1,338,666
73	Planning - Studies	\$ 445,403	\$ 445,403	\$ -	\$ -	\$ 445,403
74	Planning - Capital	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ 450,000
75	Shuttle	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 100,000
76	Other Construction	\$ 1,108,632	\$ 1,133,039	\$ -	\$ -	\$ 1,133,039
77	Miscellaneous	\$ 1,715,357	\$ 1,715,357	\$ -	\$ -	\$ 1,715,357
78	Total Planning, Environmental, Other Construction, Shuttle	\$ 5,158,058	\$ 5,182,465	\$ -	\$ -	\$ 5,182,465
79						
80		FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amended Budget
81						
82	Capital Projects					
83	Expansion	\$ 37,955,872	\$ 42,200,581	\$ -	\$ 3,644,509	\$ 45,845,090
84	Pathways - Design and Permitting	\$ 6,051,072	\$ 6,051,072	\$ -	\$ -	\$ 6,051,072
85	Pathways - Capital	\$ 21,312,346	\$ 20,602,680	\$ -	\$ 1,170,052	\$ 21,772,732
86	Land Acquisition	\$ -	\$ -	\$ 1,307,750	\$ -	\$ 1,307,750
87	Total Capital Expenditures	\$ 65,319,290	\$ 68,854,333	\$ 1,307,750	\$ 4,814,561	\$ 74,976,644
88	Ending Fund Balance	\$ 57,534,772	\$ 53,975,272	\$ -	\$ 4,814,561	\$ 49,160,711



**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

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September 18, 2024

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

**SUBJECT:** Budget Amendment #4 - Amend the Fiscal Year 2025 Adopted Budget to roll forward Local Partnership Program (LPP) funds from Fiscal Year 2024 into Fiscal Year 2025

Dear Board Members:

**RECOMMENDATIONS:**

Adopt Resolution No. 2024-33, amending Resolution No. 2024-19, the Fiscal Year 2025 Adopted Budget to budget LPP funds in Fiscal Year 2025.

**SUMMARY:**

SMART has received funds for several years through the LPP, which was established through the Road Repair and Accountability Act of 2017. These funds are intended to allow local and regional agencies to improve aging infrastructure and support transit and rail, among other objectives.

The Fiscal Year 2024 Budget included \$1,422,537 of LPP funds to be used to acquire specialty rail transit equipment. There were funds that were unable to be spent in Fiscal Year 2024 that can be utilized in Fiscal Year 2025. This Amendment would allow SMART to program \$115,137 of these remaining funds into Fiscal Year 2025 to be matched equally with Measure Q funds to finance the purchase of Hi-Rail trucks for use on the SMART right-of-way. These Hi-Rail vehicles had previously been included in the Fiscal Year 2025 Board approved budget; this budget action will allow for the allocation into the current fiscal year of LPP grant funds to help finance these purchases.

**FISCAL IMPACT:** The overall fiscal impact of this Budget Amendment #4 is a roll forward of \$115,137 in LPP revenues.

**REVIEWED BY:** [ ] Finance \_\_\_\_\_ [ x ] Counsel     /s/    

Sincerely,

    /s/      
Heather McKillop  
Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2024-33, Budget Amendment #4 – LLP Funds for hi-rails
- 2) Appendix A to the Fiscal Year 2025 Budget

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2024-19, THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 TO PROGRAM FUNDS REMAINING FROM FISCAL YEAR 2024**

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**WHEREAS**, as part of its approval of the Annual Budget for Fiscal Year 2024-2025, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marin Area Rail Transit District; and

**WHEREAS**, the Board approved Budget Amendment #1 which modified the expenditure authority and provided for revised position authority; and

**WHEREAS**, the Board approved Budget Amendment #2, which modified the expenditure authority to provide for the purchase of land; and

**WHEREAS**, the Board approved Budget Amendment #3, to Amend the Annual Budget Resolution No. 2024-19 to modify expenditure authority; and

**WHEREAS**, the Board desires to program Local Partnership Program funds from Fiscal Year 2024 to Fiscal Year 2025 to partially fund the purchase of Hi-Rail vehicles by amending the Annual Budget Resolution No. 2024-019.

**NOW, THEREFORE, BE IT RESOLVED** that expenditure authority in Resolution No. 2024-19, Fiscal Year 2024-2025 Adopted Budget, and Appendix A is hereby amended.

**BE IT FURTHER RESOLVED** except as specifically amended or supplemented by this Resolution, Resolution No. 2024-19, together with all supplements, amendments, and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and otherwise contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect and provision of Resolution No. 2024-19.

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

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

ATTEST: \_\_\_\_\_  
Leticia Rosas, Clerk of the Board of Directors  
Sonoma-Marin Area Rail Transit District

Appendix A - Passenger Rail/Pathway Sources & Uses

FISCAL YEAR 2024-2025 DRAFT BUDGET - SOURCES AND USES

	A	B	C	D	E	F
	FY25 Adopted Budget	Amendment #1	Amendment #2	Amendment #3	Amendment #4	Amended Budget
1 <b>Beginning Fund Balance *</b>	\$ 81,342,877	\$ 77,576,327	\$ -	\$ (4,814,561)		\$ 72,761,766
2 <b>Revenues</b>						
3 <b>SMART S&amp;U Tax</b>						
4 Measure Q	\$ 50,426,000	\$ 50,426,000	\$ -	\$ -	\$ -	\$ 50,426,000
5 Measure Q Rollforward		\$ 1,432,038	\$ -	\$ 754,382	\$ (115,137)	\$ 2,071,283
6 <b>Federal Funds</b>						
7 5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 3,770,292	\$ 3,770,292	\$ -	\$ -	\$ -	\$ 3,770,292
8 5337 - Federal State of Good Repair Funds	\$ 6,350,000	\$ 6,350,000	\$ -	\$ -	\$ -	\$ 6,350,000
9 Discretionary Earmark	\$ 1,800,000	\$ 1,800,000	\$ -	\$ -	\$ -	\$ 1,800,000
10 FRA - Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$ 1,499,298	\$ 1,499,298	\$ -	\$ 250,000	\$ -	\$ 1,749,298
11 FRA Suicide Prevention Grant	\$ 15,943	\$ 15,943	\$ -	\$ -	\$ -	\$ 15,943
12 Quick Strike (CMAQ) McInnis to Smith Ranch Rd	\$ 789,308	\$ 789,308	\$ -	\$ 207,835	\$ -	\$ 997,143
13 <b>State Funds</b>						
14 AHSC - Roseland Village (Round5)	\$ 2,263,161	\$ 3,817,891	\$ -	\$ -	\$ -	\$ 3,817,891
15 AHSC - Kasha Tribe (Round 7)	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
16 AHSC - Petaluma (Danco)	\$ 2,549,485	\$ 2,549,485	\$ -	\$ -	\$ -	\$ 2,549,485
17 ATP - SoCo Pathway - CTC/Caltrans/MTC	\$ 8,104,983	\$ 6,789,381	\$ -	\$ -	\$ -	\$ 6,789,381
18 Caltrans Sustainability Communities Competative Planning Grant	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000
19 Clean California Transit Grant	\$ 881,316	\$ 881,316	\$ -	\$ -	\$ -	\$ 881,316
20 LCTOP - Low Carbon Transit Operating	\$ 566,356	\$ 566,356	\$ -	\$ -	\$ -	\$ 566,356
21 LPP - Local Partnership Program	\$ 789,308	\$ 789,308	\$ -	\$ 207,835	\$ 115,137	\$ 1,112,280
22 ITIP - Windsor Systems	\$ 3,230,381	\$ 3,230,381	\$ -	\$ 3,394,509	\$ -	\$ 6,624,890
23 SCC - Windsor	\$ 13,341,386	\$ 13,023,322	\$ -	\$ -	\$ -	\$ 13,023,322
24 SRA - State Rail Assistance	\$ 3,700,000	\$ 3,700,000	\$ -	\$ -	\$ -	\$ 3,700,000
25 STA - State Transit Assistance (Population)	\$ 1,162,223	\$ 1,162,223	\$ -	\$ -	\$ -	\$ 1,162,223
26 STA - State Transit Assistance (Revenue)	\$ 2,451,807	\$ 2,451,807	\$ -	\$ -	\$ -	\$ 2,451,807
27 STA - SGR (State of Good Repair)	\$ 340,634	\$ 340,634	\$ -	\$ -	\$ -	\$ 340,634
28 State Funds - Shuttle Service	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
29 TIRCP - Petaluma North and McDowell Crossing	\$ 6,774,657	\$ 8,559,722	\$ -	\$ -	\$ -	\$ 8,559,722
30 TIRCP - Windsor to Healdsburg	\$ 1,450,000	\$ 1,450,000	\$ -	\$ -	\$ -	\$ 1,450,000
31 <b>Regional Funds</b>						
32 Measure M - SCTA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33 Other Governments	\$ 1,401,532	\$ 2,029,915	\$ -	\$ -	\$ -	\$ 2,029,915
34 Regional Measure 3 (RM3)	\$ 1,276,000	\$ 1,276,000	\$ -	\$ -	\$ -	\$ 1,276,000
35 <b>Other Sources</b>						
36 Advertising	\$ 132,100	\$ 132,100	\$ -	\$ -	\$ -	\$ 132,100
37 Charges for Services	\$ 109,564	\$ 109,564	\$ -	\$ -	\$ -	\$ 109,564
38 Fare Revenues	\$ 2,215,290	\$ 2,215,290	\$ -	\$ -	\$ -	\$ 2,215,290
39 Interest Earning	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000
40 Misc.	\$ 54,257	\$ 54,257	\$ -	\$ -	\$ -	\$ 54,257
41 Parking	\$ 11,400	\$ 11,400	\$ -	\$ -	\$ -	\$ 11,400
42 Rent - Real Estate	\$ 479,636	\$ 479,636	\$ -	\$ -	\$ -	\$ 479,636
43 Shuttle Revenues	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ -	\$ 1,200
44 <b>Total Revenues</b>	\$ 121,087,517	\$ 124,854,067	\$ -	\$ 4,814,561	\$ -	\$ 129,668,628
45 <b>Total Revenues + Fund Balance</b>	\$ 202,430,394	\$ 202,430,394	\$ -	\$ -	\$ -	\$ 202,430,394
46						
47	FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amendment #4	Amended Budget
48 <b>Debt Service</b>	\$ 16,904,116	\$ 16,904,116	\$ -	\$ -	\$ -	\$ 16,904,116
49 Salaries & Benefits	\$ 28,822,096	\$ 28,822,096	\$ -	\$ -	\$ -	\$ 28,822,096
50 Reduction for Salaries Charged to Projects	\$ (1,655,611)	\$ (1,655,611)	\$ -	\$ -	\$ -	\$ (1,655,611)
51 Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (32,895)	\$ (32,895)	\$ -	\$ -	\$ -	\$ (32,895)
52 Service & Supplies	\$ 19,671,720	\$ 19,671,720	\$ -	\$ -	\$ -	\$ 19,671,720
53 <b>Total Salaries, Benefits, Service, &amp; Supplies</b>	\$ 46,805,310	\$ 46,805,310	\$ -	\$ -	\$ -	\$ 46,805,310
54 Contribution to OPEB/ CalPERS Liability Fund	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
55 Contribution to Capital Sinking Fund	\$ 2,000,000	\$ 2,000,000	\$ (1,307,750)	\$ -	\$ -	\$ 692,250
56 Operating Reserve	\$ 450,346	\$ 450,346	\$ -	\$ -	\$ -	\$ 450,346
57 <b>Total Reserve Contributions</b>	\$ 3,450,346	\$ 3,450,346	\$ (1,307,750)	\$ -	\$ -	\$ 2,142,596
58 <b>Total Debt Service, Operating, Reserves</b>	\$ 67,159,722	\$ 67,159,722	\$ (1,307,750)	\$ -	\$ -	\$ 65,852,022
60 <b>Balance</b>	\$ 135,270,672	\$ 135,270,622	\$ (1,307,750)	\$ -	\$ -	\$ 136,578,372
61	FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amendment #4	Amended Budget
62						
63 <b>State of Good Repair and Projects</b>						
64 Bridges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65 DMU	\$ 1,331,218	\$ 1,331,218	\$ -	\$ -	\$ -	\$ 1,331,218
66 Equipment	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ 1,200,000
67 Information Technology	\$ 813,910	\$ 813,910	\$ -	\$ -	\$ -	\$ 813,910
68 Non-Revenue Vehicles	\$ 921,654	\$ 921,654	\$ -	\$ -	\$ -	\$ 921,654
69 Safety and Security	\$ 15,943	\$ 15,943	\$ -	\$ -	\$ -	\$ 15,943
70 Track, MOW, and Facilities	\$ 475,827	\$ 475,827	\$ -	\$ -	\$ -	\$ 475,827
71 Train Control	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,500,000
72 <b>Total State of Good Repair</b>	\$ 7,258,552	\$ 7,258,552	\$ -	\$ -	\$ -	\$ 7,258,552
73 Environmental and Mitigation	\$ 1,338,666	\$ 1,338,666	\$ -	\$ -	\$ -	\$ 1,338,666
74 Planning - Studies	\$ 445,403	\$ 445,403	\$ -	\$ -	\$ -	\$ 445,403
75 Planning - Capital	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ -	\$ 450,000
76 Shuttle	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
77 Other Construction	\$ 1,108,632	\$ 1,133,039	\$ -	\$ -	\$ -	\$ 1,133,039
78 Miscellaneous	\$ 1,715,357	\$ 1,715,357	\$ -	\$ -	\$ -	\$ 1,715,357
79 <b>Total Planning, Environmental, Other Construction, Shuttle</b>	\$ 5,158,058	\$ 5,182,465	\$ -	\$ -	\$ -	\$ 5,182,465
80						
81	FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amendment #4	Amended Budget
82						
83 <b>Capital Projects</b>						
84 Expansion	\$ 37,955,872	\$ 42,200,581	\$ -	\$ 3,644,509	\$ -	\$ 42,200,581
85 Pathways - Design and Permitting	\$ 6,051,072	\$ 6,051,072	\$ -	\$ -	\$ -	\$ 6,051,072
86 Pathways - Capital	\$ 21,312,346	\$ 20,602,680	\$ -	\$ 1,170,052	\$ -	\$ 20,602,680
87 Land Acquisition	\$ -	\$ -	\$ 1,307,750	\$ -	\$ -	\$ 1,307,750
88 <b>Total Capital Expenditures</b>	\$ 65,319,290	\$ 68,854,333	\$ 1,307,750	\$ 4,814,561	\$ -	\$ 74,976,644
89 <b>Ending Fund Balance</b>	\$ 57,534,772	\$ 53,975,272	\$ -	\$ 4,814,561	\$ -	\$ 49,160,711





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Marin County Board of Supervisors

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September 18, 2024

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

**SUBJECT:** Budget Amendment #5 - Amend the Fiscal Year 2025 Adopted Budget to de-budget 5337 Federal State of Good Repair Funds in Fiscal Year 2025 and defer projects to Fiscal Year 2025

Dear Board Members:

**RECOMMENDATIONS:**

Adopt Resolution No. 2024-34, amending Resolution No. 2024-19, the Fiscal Year 2025 Adopted Budget to de-budget 5337 funds in Fiscal Year 2025 and defer some projects.

**SUMMARY:**

Based on Federal Guidelines, SMART should have started to receive 5337 funds seven years after the opening of revenue service. Based on opening in August of 2017, we should have been able to program funds in Fiscal Year 2025. In the Board Adopted 2025 Budget, funds were included in the amount of \$6,350,000 to fund projects to maintain the state of good repair of the agency's assets and undertake important upgrades. These 5337 funds required a 20% match, and so to provide that match, we utilized Measure Q sales tax funds in the amount of \$805,528 as well as the State of California's State of Good Repair formula funds in the amount of \$340,634.

After the budget was adopted, SMART became aware that 5337 funds are programmed by the Metropolitan Transportation Commission (MTC) one year in arrears. This means that these funds will not be available until Fiscal Year 2026. The projects that were planned to receive this 5337 funding were then analyzed to determine which were mission critical to undertake in Fiscal Year 2025 and which could be deferred to Fiscal Year 2026. The following projects need to move forward in Fiscal Year 2025:

- Event Recorder Overhaul
- DMU Air Brake Overhaul and Air Supply Unit
- FY25 Guideway and Trackwork
- Master Control Overhaul
- Engineer Seat Replacement
- Design of the Dispatch Software project.

The remainder of the projects will be deferred to FY26.

Projects	Total	Measure Q	5337 SGR	STA-SGR	Comments
FY 25 Budgeted Funds	\$ 7,496,162	\$ 805,528	\$ 6,350,000	\$ 340,634	
Pathway Slurry Seal	\$ 115,200		\$ 92,160	\$ 23,040	Defer to FY 26
	\$ (115,200)		\$ (92,160)	\$ (23,040)	
Total	\$ -	\$ -	\$ -	\$ -	
Radio System Upgrade	\$ 287,500		\$ 230,000	\$ 57,500	Defer to FY 26
	\$ (287,500)		\$ (230,000)	\$ (57,500)	
Total	\$ -	\$ -	\$ -	\$ -	
Event Recorder Overhaul	\$ 54,000		\$ 43,200	\$ 10,800	Keep in FY 25
	\$ -	\$ 54,000	\$ (43,200)	\$ (10,800)	
Total	\$ 54,000	\$ 54,000	\$ -	\$ -	
FY 25 DMU Air Brake Overhaul and Air Supply Unit	\$ 701,414		\$ 561,131	\$ 140,283	Keep in FY 25
	\$ -	\$ 360,780	\$ (561,131)	\$ 200,351	
Total	\$ 701,414	\$ 360,780	\$ -	\$ 340,634	
DMU LED Light Replacement Project	\$ 200,000		\$ 160,000	\$ 40,000	Defer to FY 26
	\$ (200,000)		\$ (160,000)	\$ (40,000)	
Total	\$ -	\$ -	\$ -	\$ -	
FY 25 Guideway & Trackwork	\$ 345,338	\$ 57	\$ 276,270	\$ 69,011	Keep in FY 25
	\$ -	\$ 345,281	\$ (276,270)	\$ (69,011)	
Total	\$ 345,338	\$ 345,338	\$ -	\$ -	
Dispatch Software	\$ 2,500,000	\$ 500,000	\$ 2,000,000		Will defer \$2,460,000 to FY 26.
	\$ (2,460,000)	\$ (460,000)	\$ (2,000,000)	\$ -	
Total	\$ 40,000	\$ 40,000	\$ -	\$ -	
DMU Camera Upgrade	\$ 1,200,000	\$ 240,000	\$ 960,000		Defer to FY 26
	\$ (1,200,000)	\$ (240,000)	\$ (960,000)	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	
Master Control Overhaul	\$ 175,804	\$ 35,161	\$ 140,643		Keep in FY 25
	\$ -	\$ 140,643	\$ (140,643)		
Total	\$ 175,804	\$ 175,804	\$ -	\$ -	
Bridge/ Tunnel CCTV Servers and Video Replacement	\$ 81,060	\$ 16,212	\$ 64,848		Defer to FY 26
	\$ (81,060)	\$ (16,212)	\$ (64,848)		
Total	\$ -	\$ -	\$ -	\$ -	
Engineer Seat Replacement	\$ 50,000	\$ 10,000	\$ 40,000		Keep in FY 25
	\$ -	\$ 40,000	\$ (40,000)		
Total	\$ 50,000	\$ 50,000	\$ -	\$ -	
Generator Plug Retrofit at all Platforms	\$ 20,489	\$ 4,098	\$ 16,391		Defer to FY 26
	\$ (20,489)	\$ (4,098)	\$ (16,391)		
Total	\$ -	\$ -	\$ -	\$ -	
State of Good Repair Projects		\$ -	\$ 1,715,357	\$ -	Defer to FY 26
		\$ -	\$ (1,715,357)		
Total		\$ -	\$ -		
Total Projects	\$ 1,366,556	\$ 1,025,922	\$ -	\$ 340,634	
Previously Budgeted	\$ 7,496,162	\$ 805,528	\$ 6,350,000	\$ 340,634	
Difference	\$ (6,129,606)	\$ 220,394	\$ (6,350,000)	\$ -	

The Measure Q funds that had previously been programmed as match for the Federal 5337 dollars are less than the funds needed to finance the projects continuing in Fiscal Year 2025. As such, \$220,394 will be utilized from the fund balance. The State of Good Repair projects in Fiscal Year 2025 will continue to utilize the State of California State of Good Repair funds in the amount of \$340,634.

**FISCAL IMPACT:** The overall fiscal impact of this Budget Amendment #5 is a reduction to the fund balance of \$220,394.

**REVIEWED BY:** [ ] Finance \_\_\_\_\_ [ x ] Counsel \_\_\_\_\_/s/\_\_\_\_\_

Sincerely,

/s/  
 Heather McKillop  
 Chief Financial Officer

- Attachment(s):
- 1) Resolution No. 2024-34, Budget Amendment #5 – 5337 Funds Removed
  - 2) Appendix A to the Fiscal Year 2025 Budget

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2024-19, THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 TO PROVIDE FOR REVISED EXPENDITURE AUTHORITY**

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**WHEREAS**, as part of its approval of the Annual Budget for Fiscal Year 2024-2025, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

**WHEREAS**, the Board approved Budget Amendment #1 which modified the expenditure authority and provided for revised position authority; and

**WHEREAS**, the Board approved Budget Amendment #2, which modified the expenditure authority to provide for the purchase of land; and

**WHEREAS**, the Board approved Budget Amendment #3, to modify expenditure authority for the roll forward of funds; and

**WHEREAS**, the Board approved Budget Amendment #4 to program Local Partnership Program funds to partially fund the purchase of Hi-Rail vehicles; and

**WHEREAS**, the Board desires to Amend the Annual Budget Resolution No. 2024-19 to modify expenditure authority to reflect the reduction of Federal 5337 State of Good Repair funds and the increase of Measure Q sales tax funds.

**NOW, THEREFORE, BE IT RESOLVED** that expenditure authority in Resolution No. 2024-19, Fiscal Year 2024-2025 Adopted Budget, and Appendix A is hereby amended.

**BE IT FURTHER RESOLVED** except as specifically amended or supplemented by this Resolution, Resolution No. 2024-19, together with all supplements, amendments, and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and otherwise contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect and provision of Resolution No. 2024-19.

**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 September 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 A - Passenger Rail/Pathway Sources & Uses

FISCAL YEAR 2024-2025 DRAFT BUDGET - SOURCES AND USES

	A	B	C	D	E	F	G
	FY25 Adopted Budget	Amendment #1	Amendment #2	Amendment #3	Amendment #4	Amendment #5	Amended Budget
1 <b>Beginning Fund Balance *</b>	\$ 81,342,877	\$ 77,576,327	\$ -	\$ (4,814,561)	\$ -	\$ (220,394)	\$ 72,541,372
2 <b>Revenues</b>							
3 <b>SMART S&amp;U Tax</b>							
4 Measure Q	\$ 50,426,000	\$ 50,426,000	\$ -	\$ -	\$ -	\$ -	\$ 50,426,000
5 Measure Q Roll Forward	\$ -	\$ 1,432,038	\$ -	\$ 754,382	\$ (115,137)	\$ 220,394	\$ 2,291,677
6 <b>Federal Funds</b>							
7 5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 3,770,292	\$ 3,770,292	\$ -	\$ -	\$ -	\$ -	\$ 3,770,292
8 5337 - Federal State of Good Repair Funds	\$ 6,350,000	\$ 6,350,000	\$ -	\$ -	\$ -	\$ (6,350,000)	\$ -
9 Discretionary Earmark	\$ 1,800,000	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000
10 FRA - Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$ 1,499,298	\$ 1,499,298	\$ -	\$ 250,000	\$ -	\$ -	\$ 1,749,298
11 FRA Suicide Prevention Grant	\$ 15,943	\$ 15,943	\$ -	\$ -	\$ -	\$ -	\$ 15,943
12 Quick Strike (CMAQ) McInnis to Smith Ranch Rd	\$ 789,308	\$ 789,308	\$ -	\$ 207,835	\$ -	\$ -	\$ 997,143
13 <b>State Funds</b>							
14 AHSC - Roseland Village (Round5)	\$ 2,263,161	\$ 3,817,891	\$ -	\$ -	\$ -	\$ -	\$ 3,817,891
15 AHSC - Kasha Tribe (Round 7)	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000
16 AHSC - Petaluma (Danco)	\$ 2,549,485	\$ 2,549,485	\$ -	\$ -	\$ -	\$ -	\$ 2,549,485
17 ATP - SoCo Pathway - CTC/Caltrans/MTC	\$ 8,104,983	\$ 6,789,381	\$ -	\$ -	\$ -	\$ -	\$ 6,789,381
18 Caltrans Sustainability Communities Competative Planning Grant	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
19 Clean California Transit Grant	\$ 881,316	\$ 881,316	\$ -	\$ -	\$ -	\$ -	\$ 881,316
20 LCTOP - Low Carbon Transit Operating	\$ 566,356	\$ 566,356	\$ -	\$ -	\$ -	\$ -	\$ 566,356
21 LPP - Local Partnership Program	\$ 789,308	\$ 789,308	\$ -	\$ 207,835	\$ 115,137	\$ -	\$ 1,112,280
22 ITIP - Windsor Systems	\$ 3,230,381	\$ 3,230,381	\$ -	\$ 3,394,509	\$ -	\$ -	\$ 6,624,890
23 SCC - Windsor	\$ 13,341,386	\$ 13,023,322	\$ -	\$ -	\$ -	\$ -	\$ 13,023,322
24 SRA - State Rail Assistance	\$ 3,700,000	\$ 3,700,000	\$ -	\$ -	\$ -	\$ -	\$ 3,700,000
25 STA - State Transit Assistance (Population)	\$ 1,162,223	\$ 1,162,223	\$ -	\$ -	\$ -	\$ -	\$ 1,162,223
26 STA - State Transit Assistance (Revenue)	\$ 2,451,807	\$ 2,451,807	\$ -	\$ -	\$ -	\$ -	\$ 2,451,807
27 STA - SGR (State of Good Repair)	\$ 340,634	\$ 340,634	\$ -	\$ -	\$ -	\$ -	\$ 340,634
28 State Funds - Shuttle Service	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
29 TIRCP - Petaluma North and McDowell Crossing	\$ 6,774,657	\$ 8,559,722	\$ -	\$ -	\$ -	\$ -	\$ 8,559,722
30 TIRCP - Windsor to Healdsburg	\$ 1,450,000	\$ 1,450,000	\$ -	\$ -	\$ -	\$ -	\$ 1,450,000
31 <b>Regional Funds</b>							
32 Measure M - SCTA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33 Other Governments	\$ 1,401,532	\$ 2,029,915	\$ -	\$ -	\$ -	\$ -	\$ 2,029,915
34 Regional Measure 3 (RM3)	\$ 1,276,000	\$ 1,276,000	\$ -	\$ -	\$ -	\$ -	\$ 1,276,000
35 <b>Other Sources</b>							
36 Advertising	\$ 132,100	\$ 132,100	\$ -	\$ -	\$ -	\$ -	\$ 132,100
37 Charges for Services	\$ 109,564	\$ 109,564	\$ -	\$ -	\$ -	\$ -	\$ 109,564
38 Fare Revenues	\$ 2,215,290	\$ 2,215,290	\$ -	\$ -	\$ -	\$ -	\$ 2,215,290
39 Interest Earning	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
40 Misc.	\$ 54,257	\$ 54,257	\$ -	\$ -	\$ -	\$ -	\$ 54,257
41 Parking	\$ 11,400	\$ 11,400	\$ -	\$ -	\$ -	\$ -	\$ 11,400
42 Rent - Real Estate	\$ 479,636	\$ 479,636	\$ -	\$ -	\$ -	\$ -	\$ 479,636
43 Shuttle Revenues	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
44 <b>Total Revenues</b>	\$ 121,087,517	\$ 124,854,067	\$ -	\$ 4,814,561	\$ -	\$ (6,129,606)	\$ 123,539,022
45 <b>Total Revenues + Fund Balance</b>	\$ 202,430,394	\$ 202,430,394	\$ -	\$ -	\$ -	\$ (6,350,000)	\$ 196,080,394
46							
47	FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amendment #4	Amendment #5	Amended Budget
48 <b>Debt Service</b>	\$ 16,904,116	\$ 16,904,116	\$ -	\$ -	\$ -	\$ -	\$ 16,904,116
49 Salaries & Benefits	\$ 28,822,096	\$ 28,822,096	\$ -	\$ -	\$ -	\$ -	\$ 28,822,096
50 Reduction for Salaries Charged to Projects	\$ (1,655,611)	\$ (1,655,611)	\$ -	\$ -	\$ -	\$ -	\$ (1,655,611)
51 Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (32,895)	\$ (32,895)	\$ -	\$ -	\$ -	\$ -	\$ (32,895)
52 Service & Supplies	\$ 19,671,720	\$ 19,671,720	\$ -	\$ -	\$ -	\$ -	\$ 19,671,720
53 <b>Total Salaries, Benefits, Service, &amp; Supplies</b>	\$ 46,805,310	\$ 46,805,310	\$ -	\$ -	\$ -	\$ -	\$ 46,805,310
54 Contribution to OPEB/ CalPERS Liability Fund	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
55 Contribution to Capital Sinking Fund	\$ 2,000,000	\$ 2,000,000	\$ (1,307,750)	\$ -	\$ -	\$ -	\$ 692,250
56 Operating Reserve	\$ 450,346	\$ 450,346	\$ -	\$ -	\$ -	\$ -	\$ 450,346
57 <b>Total Reserve Contributions</b>	\$ 3,450,346	\$ 3,450,346	\$ (1,307,750)	\$ -	\$ -	\$ -	\$ 2,142,596
58 <b>Total Debt Service, Operating, Reserves</b>	\$ 67,159,722	\$ 67,159,722	\$ (1,307,750)	\$ -	\$ -	\$ -	\$ 65,852,022
60 <b>Balance</b>	\$ 135,270,672	\$ 135,270,622	\$ (1,307,750)	\$ -	\$ -	\$ (6,350,000)	\$ 130,228,372
61	FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amendment #4	Amendment #5	Amended Budget
62							
63 <b>State of Good Repair and Projects</b>							
64 Bridges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65 DMU	\$ 1,331,218	\$ 1,331,218	\$ -	\$ -	\$ -	\$ (200,000)	\$ 1,131,218
66 Equipment	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ (1,200,000)	\$ -
67 Information Technology	\$ 813,910	\$ 813,910	\$ -	\$ -	\$ -	\$ (368,560)	\$ 445,350
68 Non-Revenue Vehicles	\$ 921,654	\$ 921,654	\$ -	\$ -	\$ -	\$ -	\$ 921,654
69 Safety and Security	\$ 15,943	\$ 15,943	\$ -	\$ -	\$ -	\$ -	\$ 15,943
70 Track, MOW, and Facilities	\$ 475,827	\$ 475,827	\$ -	\$ -	\$ -	\$ (20,489)	\$ 455,338
71 Train Control	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ (2,460,000)	\$ 40,000
72 <b>Total State of Good Repair</b>	\$ 7,258,552	\$ 7,258,552	\$ -	\$ -	\$ -	\$ (4,249,049)	\$ 3,009,503
73 Environmental and Mitigation	\$ 1,338,666	\$ 1,338,666	\$ -	\$ -	\$ -	\$ -	\$ 1,338,666
74 Planning - Studies	\$ 445,403	\$ 445,403	\$ -	\$ -	\$ -	\$ -	\$ 445,403
75 Planning - Capital	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ 450,000
76 Shuttle	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
77 Other Construction	\$ 1,108,632	\$ 1,133,039	\$ -	\$ -	\$ -	\$ -	\$ 1,133,039
78 Miscellaneous	\$ 1,715,357	\$ 1,715,357	\$ -	\$ -	\$ -	\$ (1,715,357)	\$ -
79 <b>Total Planning, Environmental, Other Construction, Shuttle</b>	\$ 5,158,058	\$ 5,182,465	\$ -	\$ -	\$ -	\$ (1,715,357)	\$ 5,182,465
80							
81	FY25 Adopted Budget	Amended Budget	Amendment #2	Amendment #3	Amendment #4	Amendment #5	Amended Budget
82							
83 <b>Capital Projects</b>							
84 Expansion	\$ 37,955,872	\$ 42,200,581	\$ -	\$ 3,644,509	\$ -	\$ -	\$ 42,200,581
85 Pathways - Design and Permitting	\$ 6,051,072	\$ 6,051,072	\$ -	\$ -	\$ -	\$ -	\$ 6,051,072
86 Pathways - Capital	\$ 21,312,346	\$ 20,602,680	\$ -	\$ 1,170,052	\$ -	\$ (115,200)	\$ 20,602,680
87 Land Acquisition	\$ -	\$ -	\$ 1,307,750	\$ -	\$ -	\$ -	\$ 1,307,750
88 <b>Total Capital Expenditures</b>	\$ 65,319,290	\$ 68,854,333	\$ 1,307,750	\$ 4,814,561	\$ -	\$ (115,200)	\$ 74,976,644
89 <b>Ending Fund Balance</b>	\$ 57,534,772	\$ 53,975,272	\$ -	\$ 4,814,561	\$ -	\$ (270,394)	\$ 47,059,760



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September 18, 2024

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

**SUBJECT:** Budget Amendment #6 - Amend the Fiscal Year 2025 Adopted Budget to increase revenues and expenditure authority for Fiscal Year 2025

Dear Board Members:

**RECOMMENDATIONS:**

Adopt Resolution No. 2024-35, amending Resolution No. 2024-19, the Fiscal Year 2025 Adopted Budget to add funding and increase expenditure authority for freight.

**SUMMARY:**

Funding for freight activities was limited in Fiscal Year 2025, as such we had to cut the budget in many areas such as the purchase and installation of railroad ties and general freight operations.

SMART recently received \$340,000 from a settlement related to damages sustained several years ago to the Black Point Bridge. We would like to program these funds and use the funds to backfill operations, fund the match for the purchase of ties, and fund the match for the shortfall for work to repair the Schellville crossing. We are also programming \$45,816 in State Shortline grant funds for the ties and crossing work. These funds require a 50% match.

	Total	Settlement Funds	State Shortline Grant
<b>Available Funds</b>	\$ 385,816	\$ 340,000	\$ 45,816
Proposed Expenditures			
Service & Supplies	\$ 175,635	\$ 175,635	\$ -
Ties	\$ 50,000	\$ 25,000	\$ 25,000
Crossing Shortfall	\$ 41,633	\$ 20,817	\$ 20,816
Total Proposed Expenditures	\$ 267,268	\$ 221,452	\$ 45,816
Total	\$ 118,548	\$ 118,548	\$ -

After this action, there will be \$118,548 in the Freight fund balance. This is up from \$0.

**FISCAL IMPACT:** This action provides for the programming of \$175,645 in service and supplies, \$50,000 for ties, and \$41,633 for a shortfall for the grade crossing repair in Schellville. These expenditures will be funded by settlement dollars in the amount of \$340,000 and the State Shortline grant in the amount of \$45,816. After this budget amendment there will be a positive fund balance of \$118,548.

**REVIEWED BY:** [ ] Finance \_\_\_\_\_ [ x ] Counsel     /s/    

Sincerely,

    /s/      
Heather McKillop  
Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2024-35, Budget Amendment #6 – Freight Budget Adjustments
- 2) Appendix B to the Fiscal Year 2025 Budget

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2024-19, THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 TO PROVIDE FOR REVISED EXPENDITURE AUTHORITY**

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**WHEREAS**, as part of its approval of the Annual Budget for Fiscal Year 2024-2025, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

**WHEREAS**, the Board approved Budget Amendment #1 which modified the expenditure authority and provided for revised position authority; and

**WHEREAS**, the Board approved Budget Amendment #2, which modified the expenditure authority to provide for the purchase of land; and

**WHEREAS**, the Board approved Budget Amendment #3, to modify expenditure authority for the rollforward of funds; and

**WHEREAS**, the Board approved Budget Amendment #4 to program Local Partnership Program funds to partially fund the purchase of Hi-Rail vehicles; and

**WHEREAS**, the Board approved Budget Amendment #5 to modify expenditure authority to reflect the reduction of Federal 5337 State of Good Repair funds; and

**WHEREAS**, the Board desires to Amend the Annual Budget Resolution No. 2024-19 to program new revenues and increase expenditure authority for freight.

**NOW, THEREFORE, BE IT RESOLVED** that expenditure authority in Resolution No. 2024-19, Fiscal Year 2024-2025 Adopted Budget, and Appendix B is hereby amended.

**BE IT FURTHER RESOLVED** except as specifically amended or supplemented by this Resolution, Resolution No. 2024-19, together with all supplements, amendments, and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and otherwise contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect and provision of Resolution No. 2024-19.

**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 September 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

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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 B - Freight Sources and Uses

Fiscal Year 2024-2025 Draft Budget				
		A	B	C
		FY25 Budget	Budget Amendment #6	Amended Budget
1	Beginning Fund Balance	\$ -		
2	<b>Revenues</b>			
3	State Grant (42341)	\$ 393,549	\$ -	\$ 393,549
4	State Shortline Grant	\$ 83,960	\$ 45,816	\$ 129,776
5	Freight Movement Fees	\$ 700,000	\$ -	\$ 700,000
6	Leases	\$ 270,000	\$ -	\$ 270,000
7	Storage	\$ 104,800	\$ -	\$ 104,800
8	45(g) Tax Credit & Misc. Revenues	\$ 253,000	\$ 340,000	\$ 593,000
9	<b>Total Revenues</b>	<b>\$ 1,805,309</b>	<b>\$ 385,816</b>	<b>\$ 2,191,125</b>
10	<b>Total Revenues + Fund Balance</b>	<b>\$ 1,805,309</b>	<b>\$ 385,816</b>	<b>\$ 2,191,125</b>
11				
12		<b>FY25 Budget</b>	<b>Difference</b>	<b>Difference</b>
13				
14	Salaries & Benefits	\$ 870,099	\$ -	\$ 870,099
15	Service & Supplies	\$ 767,290	\$ 175,635	\$ 942,925
16	<b>Total Salaries, Benefits, Services, &amp; Supplies</b>	<b>\$ 1,637,389</b>	<b>\$ 175,635</b>	<b>\$ 1,813,024</b>
17	<b>Balance</b>	<b>\$ 167,920</b>	<b>\$ 210,181</b>	<b>\$ 378,101</b>
18				
19		<b>FY25 Budget</b>	<b>Difference</b>	<b>Difference</b>
20				
21	Brazos Branch Bridge Repairs (High Priority)	\$ -	\$ -	\$ -
22	Brazos Branch Bridge Repairs - Phase II	\$ 67,920	\$ -	\$ 67,920
23	Tie Replacement	\$ -	\$ 50,000	\$ 50,000
24	Grade Crossing Repair	\$ 100,000	\$ 41,633	\$ 141,633
25	<b>Total Capital &amp; State of Good Repair</b>	<b>\$ 167,920</b>	<b>\$ 91,633</b>	<b>\$ 259,553</b>
26	<b>Balance</b>	<b>\$ -</b>	<b>\$ 118,548</b>	<b>\$ 118,548</b>