



**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
JUNE 18, 2025 - 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/85410509881?pwd=pButHwakIVNRUQA9u5YBDy0fHXFD2h.1>

Webinar ID: 854 1050 9881      Passcode: 971474

**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: 854 1050 9881; Passcode: 971474.

**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, June 17, 2025

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



## BOARD OF DIRECTORS - REGULAR MEETING AGENDA June 18, 2025 – 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 April 16, 2025 Board Meeting Minutes
3. Approval of the May 21, 2025 Board Meeting Minutes
4. Board Member Announcements
5. Citizens Oversight Committee Report – *Presented by COC Chair Dani Sheehan-Meyer*
6. General Manager's Report
7. Public Comment on Non-Agenda Items

### Consent Calendar

- 8a. Accept Monthly Ridership Report – May 2025
- 8b. Approve Monthly Financial Status Report – April 2025
- 8c. Authorize the General Manager to Execute Contract Amendment No. 3 with Alcohol and Drug Testing Services LLC Contract in an amount of \$140,000
- 8d. Authorize the General Manager to Execute Contract Amendment No. 2 with MuniServices, LLC in an amount of \$20,000
- 8e. Authorize the General Manager to Execute Contract Amendment No. 6 with Nossaman, LLP in an amount of \$400,000 and extend contract to June 30, 2026
- 8f. Authorize the General Manager to Execute Contract Amendment No. 6 with Sierra -Cedar in an amount of \$128,000 and extend contract to June 30, 2026
- 8g. Authorize the General Manager to Execute Contract Amendment No. 1 with SPTJ Consulting, Inc. in an amount of \$829,926 and extend contract to June 30, 2027
- 8h. Authorize the General Manager to Execute Contract Amendment No. 3 with Summit Signal in an amount of \$107,220 and extend contract to December 31, 2026

### Regular Calendar

9. Authorize the General Manager to Execute a three-year Contract for Oracle licenses with (2) one-year options with an annual amount of \$383,763.57, with a total three year not-to-exceed of \$1,151,290.73 – *Presented by Chief Financial Officer, Heather McKillop*

10. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to increase expenditure authority for Freight (*Budget Amendment #12*) - Presented by Chief Financial Officer, Heather McKillop
11. Adopt Resolutions Approving Fiscal Year 2025-26 Annual Budget and Declaring and Ratifying the Annual Appropriation Limits for Fiscal Year 2025-26 – Presented by Chief Financial Officer, Heather McKillop

#### Closed Session

- 12a. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marin Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787
- 12b. Conference with Legal Counsel regarding significant exposure to litigation (anticipated litigation) pursuant to California Government Code Section 54956.9(d) - 54956.9 (e); Number of cases: unknown
13. Next Board of Directors Meeting, **July 16, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954
14. Adjournment

---

#### 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**

**April 16, 2025 – 1:30 PM**

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

1. Call to Order [\[05:28 Minutes Mark on the Video Recording\]](#)

Chair Coursey called the meeting to order at 1:30pm. Vice Chair Sackett, Directors Cader Thompson, Colin, Kelley, Lucan, Milberg, Pahre, Paulson, and Rabbitt were present. Director Garbarino absent; Director Fleming arrived later.

Directors Colin and Paulson 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 the Directors attendance. [\[06:25 Minutes Mark on the Video Recording\]](#)

**MOTION:** Director Rabbitt motion to approve and Director Lucan second. The motion carried 10-0 (Director Garbarino absent; Director Fleming arrived later)

Director Fleming arrived 1:34pm

2. Approval of the March 19, 2025, Board Meeting [\[07:15 Minutes Mark on the Video Recording\]](#)

**MOTION:** Director Rabbitt moved approval of the March 19, 2025 Board Meeting Minutes as presented. Director Cader Thompson second. The motion carried 10-0 (Director Garbarino absent; Director Fleming abstain)

3. Board Members Announcements [\[08:12 Minutes Mark on the Video Recording\]](#)  
None

4. General Manager’s Report [\[08:30 Minutes Mark on the Video Recording\]](#)

General Manager Cumins provided a PowerPoint presentation which is posted on SMART’s website. Highlights include:

- Contracts/Procurements over \$100K
- Ridership Report
- Larkspur Shuttle

- Redwood Bike Share
- Pathway Opening Events
- Local Partnership Success
- Highlight of the Month

Board Comments [16:20 Minutes Mark on the Video Recording]

Director Pahre stated she got emotional with the train video. She thanked SMART for all the hard work.

Director Paulson asked about the Redwood Bikeshare program.

General Manager Cumins responded to Director Paulson's question.

5. Public Comment on Non-Agenda Items [18:45 Minutes Mark on the Video Recording]

The following individuals spoke under Public Comment:

- Shinji Sakai-Egi (in-person)
- Mike Pechner
- Dani Sheehan- Meyer

6. Consent [23:55 Minutes Mark on the Video Recording]

- a. Accept Monthly Ridership Report – March 2025
- b. Approve Monthly Financial Status Report – February 2025
- c. Adopt a Resolution Authorizing the General Manager to execute Change Order 007 to Contract No. CV-BB-23-002 with Ghilotti Brothers, Inc. in the amount of \$110,215.94 for a total-not-exceed contract amount of \$4,533,297.25

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

Board Comments [24:00 Minutes Mark on the Video Recording]

Director Milberg asked for clarification on 6b. Monthly Financial Report. Ms. McKillop responded to Director Milberg's questions.

**MOTION:** Director Kelley moved approval of Consent Agenda as presented. Vice Chair Sackett second. The motion carried 11-0 (Director Garbarino absent).

7. The Feasibility and Timing of the Future Tax Measure Survey Results 2025 – *Presented by Chief Financial Officer, Heather McKillop* [32:00 Minutes Mark on the Video Recording]

Chief Financial Officer, Heather McKillop introduced Dave Metz from FM3, who provided a PowerPoint presentation of the results of the survey, which is posted on SMART's website. Highlights include:

- Survey Methodology
- Issue Context
- Introducing the Renewal Measure

- Views on Spending Priorities
- Segmenting the Electorate
- Messages
- Conclusions

Board/Public Comments [32:00 Minutes Mark on the Video Recording]

8. Draft Sales Tax Extension Full Text Measure (Discussion) - *Presented by General Manager Cumins* [1:27:25 Minutes Mark on the Video Recording]

General Manager Cumins provide a PowerPoint presentation which is posted on SMART's website. Highlights include:

- Strategy
- Preamble
  - Discussion/Feedback
- Expenditure Plan
  - Discussion/Feedback
- Next Steps
- Timeline

Board/Public Comments [2:05:35 Minutes Mark on the Video Recording]

9. Adopt a Resolution Amending Fiscal Year 2025 Resolution No. 2024-19 to Modify Position Authorization (Budget Amendment #11) – *Presented by Chief Financial Officer, Heather McKillop* [2:15:09 Minutes Mark on the Video Recording]

Chief Financial Officer, Heather McKillop stated that item for approval today is to modify positions. We recommend eliminating the MMIS Analyst and Communications and Marketing Specialist- Limited Term positions, reclassify the Inventory Manager/Asset Management Specialist position to Inventory and MMS Manager and create an Ops Information Systems Technician position.

**MOTION:** Director Pahre moved Adopt a Resolution Amending Fiscal Year 2025 Resolution No. 2024-19 to Modify Position Authorization as presented. Director Cader Thompson second. The motion carried 11-0 (Director Garbarino absent).

10. Approve the Renewal of the Fare-Free Program for Youth and Seniors for FY 2025-2026 – *Presented by Planning Manager, Emily Betts* [2:19:50 Minutes Mark on the Video Recording]

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

- Youth and Senior Free Fare Program
- Youth and Senior Ridership
- Fiscal Impact
- Recommendations

Board/Public Comments [2:27:24 Minutes Mark on the Video Recording]

**MOTION:** Director Kelley moved to Approve the Renewal of the Fare-Free Program for Youth and Seniors for FY 2025-2026 as presented. Director Sackett second. The motion carried 10-0 (Directors Garbarino and Pahre absent).

11. Next Regular Meeting Board of Directors, **May 7, 2025 (Budget Workshop) – 1:30 PM** – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954
12. Adjournment – Meeting adjourned at 4:18pm [2:52:15 Minutes Mark on the Video Recording]

Respectfully submitted,

Leticia Rosas  
Clerk of the Board

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



**BOARD OF DIRECTORS  
REGULAR MEETING MINUTES**

**May 21, 2025 – 1:30 PM**

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

1. Call to Order [\[05:11 Minutes Mark on the Video Recording\]](#)

Chair Coursey called the meeting to order at 1:30pm. Directors Colin, Fleming, Garbarino, Kelley, Milberg, and Rabbitt were present. Directors Cader Thompson, Lucan, Pahre and Sackett absent; Director Paulson arrived later.

Director Kelley 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 the Directors attendance. [\[06:20 Minutes Mark on the Video Recording\]](#)

**MOTION:** Director Milberg motion to approve and Director Colin second. The motion carried 7-0 (Directors Cader Thompson, Lucan, Pahre and Sackett absent; Director Paulson arrived later.)

2. Approval of the April 16, 2025, Board Meeting [\[07:35 Minutes Mark on the Video Recording\]](#)

**MOTION:** Director Rabbitt moved approval of the April 16, 2025 Board Meeting Minutes as presented. Director Milberg second. The motion carried 6-0 (Directors Cader Thompson, Lucan, Pahre and Sackett absent; Director Garbarino abstain; Director Paulson arrived later.)

3. Approval of the May 7, 2025 Budget Workshop Minutes [\[08:15 Minutes Mark on the Video Recording\]](#)

Director Paulson arrived 1:38pm

**MOTION:** Director Milberg moved approval of the May 7, 2025 Budget Workshop Minutes as presented. Director Colin second. The motion carried 7-0 (Directors Cader Thompson, Lucan, Pahre and Sackett absent; Director Garbarino abstain.)

4. Board Members Announcements [\[09:15 Minutes Mark on the Video Recording\]](#)  
None



5. General Manager's Report [09:30 Minutes Mark on the Video Recording]

General Manager Cumins provided a PowerPoint presentation which is posted on SMART's website. Highlights include:

- Contracts/Procurements over \$100K
- Ridership Report
- KRON4 Coverage
- Bike to Wherever Day
- Bike Lockers
- Employees of the Month
- Questions

Board Comments [19:03 Minutes Mark on the Video Recording]

Director Milberg asked how he can obtain a Senior Clipper Card.

Director Paulson asked about the SMART Connect routes for the future.

Director Kelley asked if the SMART Connect Shuttle picking up County employees in the Airport Area.

General Manager Cumins responded to Directors Milberg, Paulson and Kelly's question.

6. Public Comment on Non-Agenda Items [25:19 Minutes Mark on the Video Recording]

The following individuals spoke under Public Comment:

- Eris Weaver
- Aleza Forrester
- Warren Wells

7. Consent [30:30 Minutes Mark on the Video Recording]

- a. Accept Monthly Ridership Report – April 2025
- b. Approve Monthly Financial Status Report – March 2025
- c. Adopt the Resolutions Authorizing the Annual Filing of Grant Applications for Various State and Federal Fund Programs for a Total of \$17,369,609 in Fiscal Year 2024-2025 Budget Operations Grant Support
- d. Adopt a Resolution authorizing the General Manager to execute Change Order 03 to Contract No. EV-BB-21-001 with Hanford Applied Restoration & Conservation for replanting, irrigation and maintenance for the next two years in the amount of \$21,652.12 for a total not-to-exceed contract amount of \$266,657
- e. Authorizing the General Manager to execute a 2-year renewal of the Lease Agreement No. FR-PS-22-003 with GATX Corporation for the lease of Freight Locomotive 1501

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

**MOTION:** Director Milberg moved approval of Consent Agenda as presented. Director Colin second. The motion carried 8-0 (Directors Cader Thompson, Lucan, Pahre and Sackett absent)

8. Adopt the Resolutions authorizing the General Manager to request allocation and accept \$44,937,000 in Regional Measure 3 (RM3) funds and agreeing to comply with Metropolitan Transportation Commission's requirements – *Presented by Grants & Legislative Affairs Manager, Joanne Parker* [31:30 Minutes Mark on the Video Recording]

Grants & Legislative Affairs Manager, Joanne Parker provided a PowerPoint presentation of the results of the survey, which is posted on SMART's website. Highlights include:

- Region Measure 3 Bridge Toll Background
- Region Measure 3 Bridge Toll Requirement
- Region Measure 3 Funded SMART Projects
- SMART Windsor to Healdsburg Extension Update Funding Status
- SMART Windsor to Healdsburg Extension Update Timeline of Related Recent Events (2023)
- SMART Windsor to Healdsburg Extension Update Timeline of Related Recent Events (2024)
- Next Steps - Healdsburg Extension

Board/Public Comments [44:44 Minutes Mark on the Video Recording]

Directors Milberg, Fleming, and Kelley spoke.

General Manager Cumins responded to questions.

9. Fiscal Year 2025/2026 Draft Budget – *Presented by Chief Financial Officer, Heather McKillop* [52:05 Minutes Mark on the Video Recording]

Budget and Finance Manager, Claire Springer provide a PowerPoint presentation which is posted on SMART's website. Highlights include:

- Presentation Contents
- Strategic Plan and SMART House
- Ridership – Goals and Expenditures
- Pathway – Goals and Expenditures
- Extension – Goals and Expenditures
- Fiscal Year 2025-26 Revenues
- Fiscal Year 2025-26 Expenditures
- Reserves
- Non-Capital Projects
- Projects – Specific Capital Cost
- State of good Repair Projects
- Capital Administration and Operations Projects
- Revenues vs Expenses
- Freight Budget
- Freight – Goals, Revenue and Expenditures

- Timeline

Board/Public Comments [1:10:00 Minutes Mark on the Video Recording]

Directors Colin, Milberg, Fleming asked questions.

General Manager Cumins and Chief Financial Officer responded to questions.

10. Adopt a Resolution authorizing the General Manager to execute Contract No. EV-BB-25-001 with Triangle Properties. Inc, dba Triangle Land Restoration. in the amount of \$493,198 for implementation and one year of maintenance for the Crane Creek Poppy Drainage Riparian enhancement project in Santa Rosa – *Presented by Chief Engineer, Bill Gamlen* [1:25:50 Minutes Mark on the Video Recording]

Chief Engineer, Bill Gamlen provide a PowerPoint presentation which is posted on SMART's website. Highlights include:

- Overview
- Crane Creek Regional Park
- Scope of Work
- Competitive Procurement
- Award of Contract

**MOTION:** Director Garbarino moved Adopt a Resolution authorizing the General Manager to execute Contract No. EV-BB-25-001 with Triangle Properties. Inc, dba Triangle Land Restoration. in the amount of \$493,198 for implementation and one year of maintenance for the Crane Creek Poppy Drainage Riparian enhancement project in Santa Rosa as presented. Director Fleming second. The motion carried 8-0 (Directors Cader Thompson, Lucan, Pahre and Sackett absent).

11. Adopt a Resolution authorizing the General Manager to execute a Memorandum of Understanding (MOU) with the County of Sonoma for Maintenance, Monitoring and Reporting Riparian Enhancements at Crane Creek Regional Park in an amount of \$439,834 and term of 6 years – *Presented by Chief Engineer, Bill Gamlen* [1:30:50 Minutes Mark on the Video Recording]

Chief Engineer, Bill Gamlen provide a PowerPoint presentation which is posted on SMART's website. Highlights include:

- Memorandum of Understanding with the County of Sonoma
  - SMART' responsibilities
  - County of Sonoma responsibilities

**MOTION:** Director Fleming moved Adopt a Resolution authorizing the General Manager to execute a Memorandum of Understanding (MOU) with the County of Sonoma for Maintenance, Monitoring and Reporting Riparian Enhancements at Crane Creek Regional Park in an amount of \$439,834 and term of 6 years as presented. Director Paulson second. The motion carried 8-0 (Directors Cader Thompson, Lucan, Pahre and Sackett absent).

Public Hearing

12. Assembly Bill (AB) 2561: Status of Vacancies, Recruitment and Retention – *Presented by Human Resources Manager, Lisa Hansley* [1:33:30 Minutes Mark on the Video Recording]

Human Resources Manager, Lisa Hansley provided a PowerPoint presentation which is posted on SMART's website. Highlights include:

- Assembly Bill 2561 – Status of Vacancies, Recruitment and Retention
    - Vacancy Rates by Bargaining Unit
13. Next Regular Meeting Board of Directors, **June 18, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954 [1:38:34 Minutes Mark on the Video Recording]
12. Adjournment – Meeting adjourned at 3:06pm [1:39:10 Minutes Mark on the Video Recording]

Respectfully submitted,

Leticia Rosas  
Clerk of the Board

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



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma 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)

June 18, 2025

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

**SUBJECT:** Monthly Ridership Report – May 2025

Dear Board Members:

**RECOMMENDATIONS:** Accept Monthly Ridership Report

**SUMMARY:**

We are presenting the monthly ridership report for activity for the month of May 2025. This report shows trends in ridership for SMART by tracking Total riders Average Weekday riders, and Average Saturday riders, Average Sunday/Holiday riders, as well as bicycles and mobility devices on board the trains. The report also includes total users counted on the SMART Pathway for the month, and total riders on the SMART Connect shuttles.

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 free-fare riders.

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

SMART's ridership data through May 2025 is posted on the SMART website (<https://sonomamarintrain.org/RidershipReports>).

**FISCAL IMPACT:** None

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

Respectfully,

      /s/        
Emily Betts  
Planning Manager

Attachment(s): Monthly Ridership Report – May 2025

## MAY 2025 SMART RIDERSHIP REPORT

May 2025 saw continued ridership increases over the previous month, with average weekday ridership at 4,036, up 2% over April. Average Saturday and Sunday ridership decreased by 18% and increased by 30%, respectively, from the previous month. Total monthly ridership was 108,355, an all-time record for SMART. May total ridership was up 27% over May 2024 and 69% over May 2019 (pre-COVID). Weekend ridership was strong, with the Saturday decrease from the previous month attributed to April's high Butter and Egg Days ridership. Despite this, average Saturday and Sunday ridership increased by 49% and 31%, respectively, over May 2024.

As background, 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. In October 2023, SMART suspended the Starlighter service but increased weekend service, running 16 trips total on both Saturday and Sunday. In August 2024, SMART added two additional round trips for a total of 42 trips each weekday.

The tables below present data for May 2024 and 2025 year-over-year, and the Fiscal Year to date (July-May). Ridership for the fiscal year to date is tracking 31% over the same time period.

MONTHLY TOTALS YEAR-OVER-YEAR	MAY 2024	MAY 2025	% Change
<b>Ridership</b>	85,148	108,355	27%
<b>Fare-based Ridership (Clipper + App Only)</b>	48,481	55,800	15%
<b>Average Weekday Ridership</b>	3,176	4,036	27%
<b>Average Saturday Ridership</b>	1,638	2,442	49%
<b>Average Sunday Ridership</b>	1,743	2,279	31%
<b>Bicycles</b>	11,854	13,495	14%
<b>Mobility Devices</b>	164	282	72%

*\*Discrepancy between total ridership change and fare-based ridership change due to launch of Free Fare program for youth and seniors on April 1, 2024.*

FISCAL YEAR (Jul - Apr)	Fiscal Year 2024	Fiscal Year 2025	% Change
<b>Ridership</b>	770,236	1,008,713	31%
<b>Fare-based Ridership (Clipper + App Only)</b>	568,543	531,455	-7%
<b>Average Weekday Ridership</b>	3,000	3,549	18%
<b>Average Saturday Ridership</b>	1,452	2,131	47%
<b>Average Sunday Ridership</b>	1,185	1,775	50%
<b>Bicycles</b>	104,222	131,811	26%
<b>Mobility Devices</b>	1,665	2,497	50%

## MAY 2025 SMART RIDERSHIP REPORT

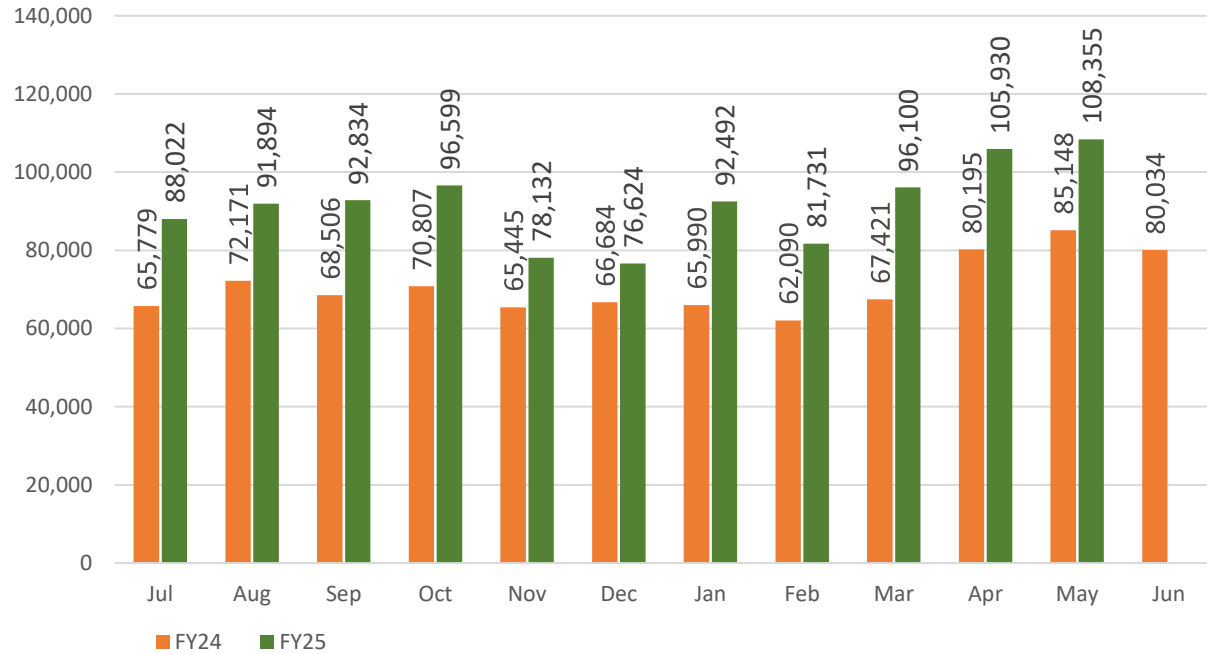
SMART Ridership Report

June 18, 2025

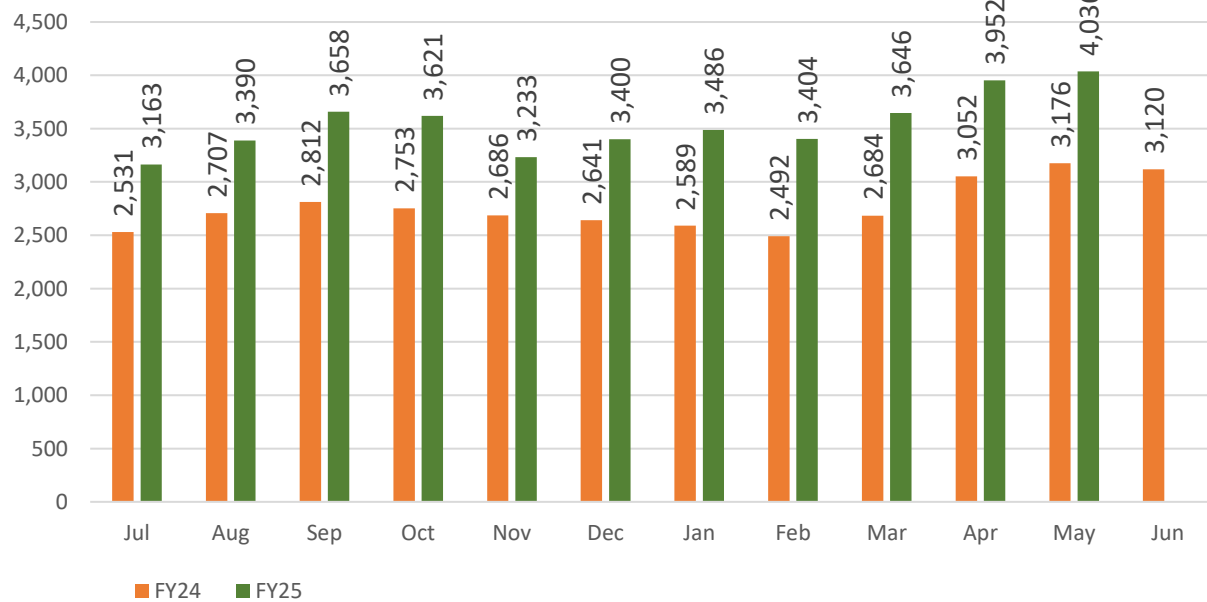
Page 2 of 5

The following charts compare the average weekday ridership, average weekend ridership, and monthly totals for FY24-FY25.

### SMART Monthly Ridership (FY24 - FY25)

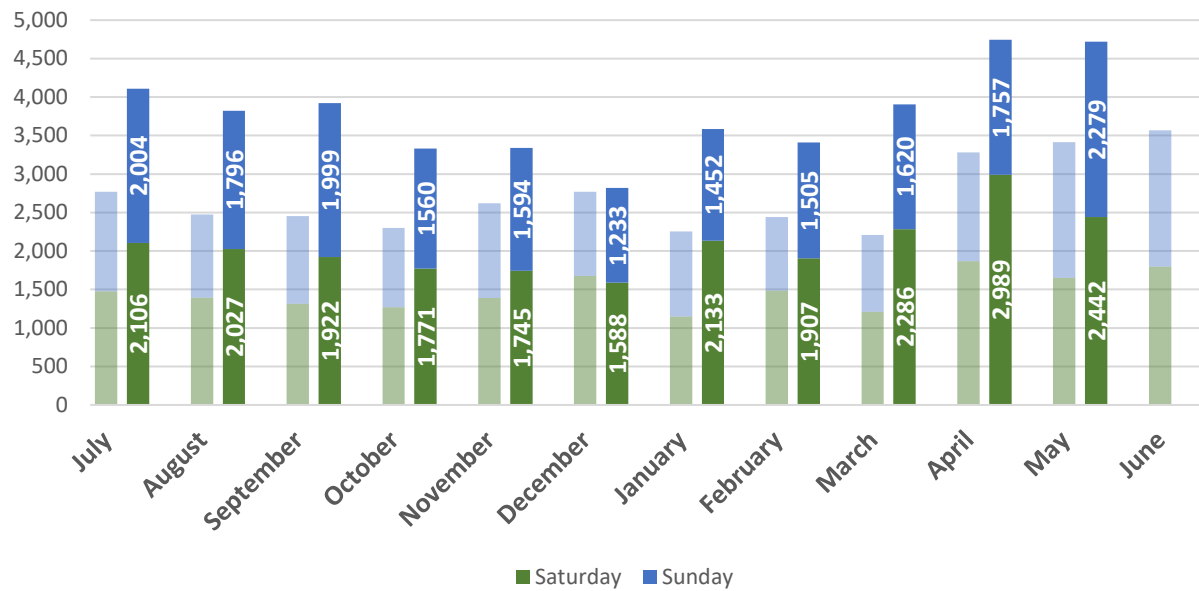


### SMART Average Weekday Ridership (FY24 - FY25)

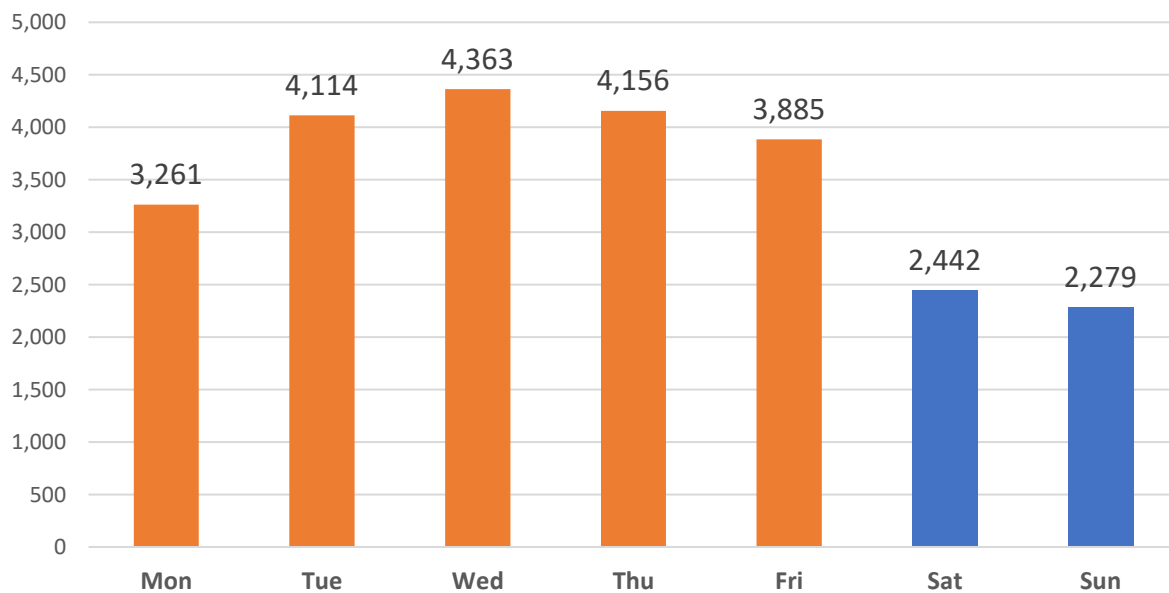




## SMART Average Weekend Boardings (FY24 - FY25)



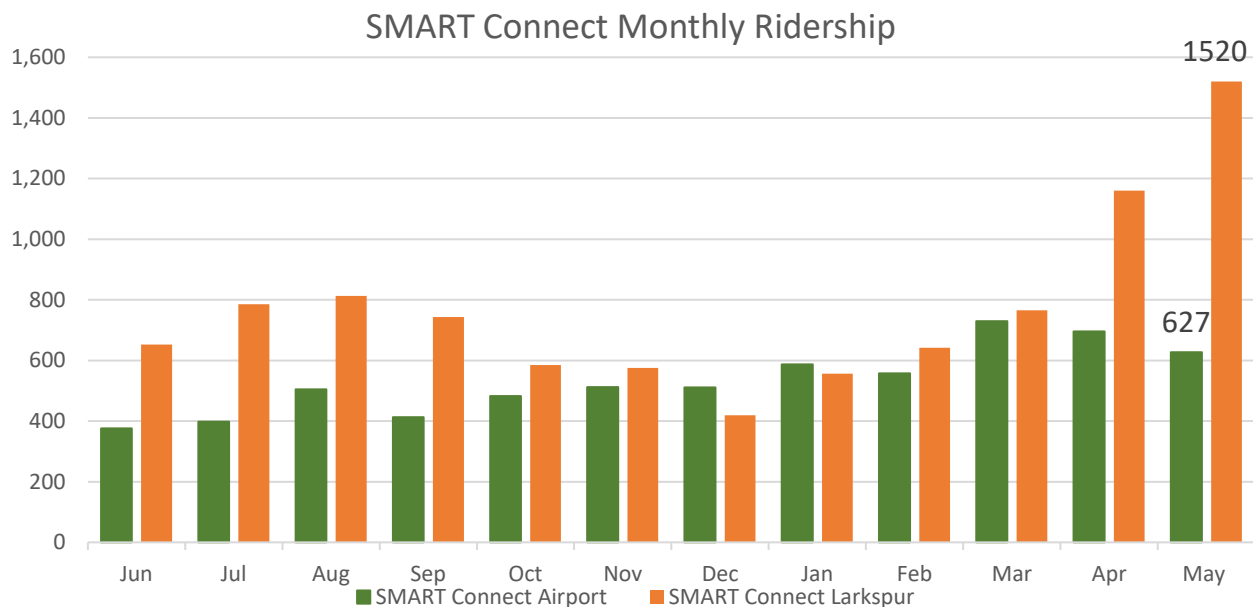
## Average Boardings by Day of Week (May 2025)



## SMART Connect Program

SMART currently operates two on-demand shuttles, SMART Connect Airport and SMART Connect Larkspur. SMART Connect Airport, launched in June 2023, serves the SMART Sonoma County Airport station, the Charles M. Schultz Sonoma County Airport, and the surrounding area. SMART Connect Larkspur, launched in June 2024, serves the SMART Larkspur station, the Golden Gate Larkspur Ferry Terminal, and the surrounding Larkspur Landing area. The goal of the SMART Connect program is to facilitate first-and-last mile connections from SMART stations through the provision of a reliable on-demand shuttle that SMART riders can use for transit transfers, work and school commutes, and other destinations. SMART Connect uses microtransit software from The Routing Company called Ride Pingo, which allows users to pre-book trips or book a ride on-demand. Riders can also book by phone or walk-on, space available. In April 2025, Connect Shuttle service hours at Larkspur were expanded from 4 to 7 days per week; both shuttle locations now offer daily service.

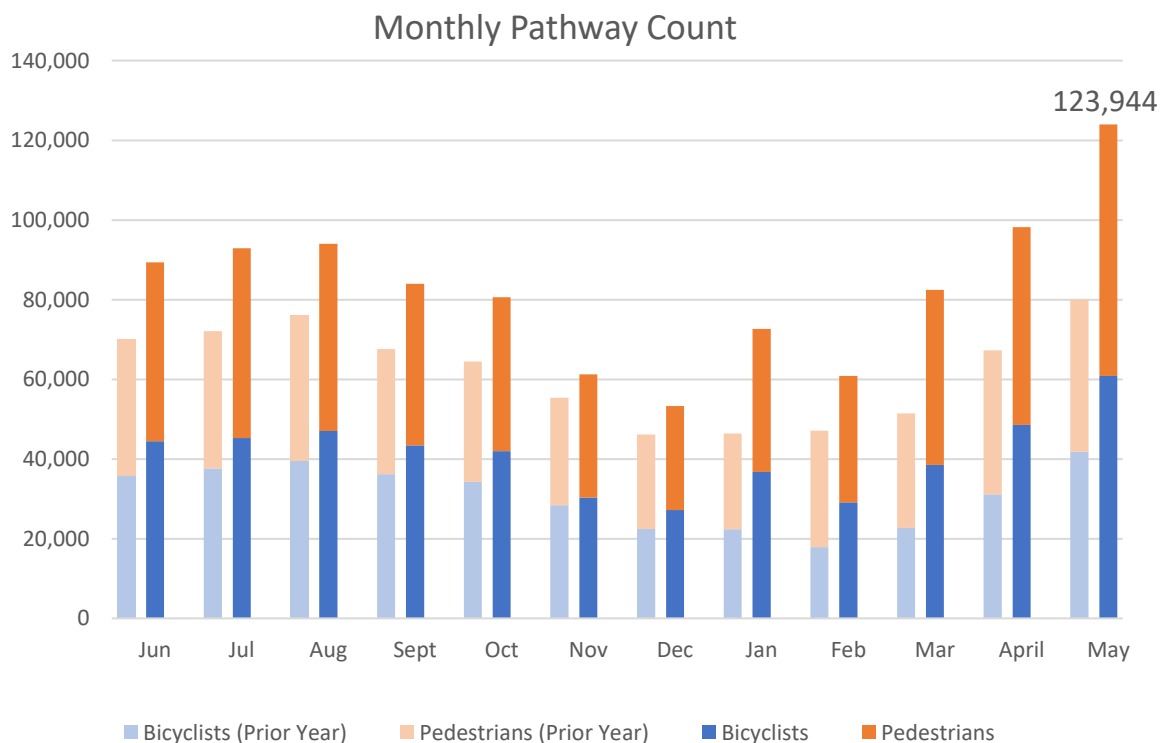
Total May monthly ridership for the SMART Connect program was 2,147 riders, the highest monthly ridership for the program to date. For FY25 to date, the Connect Shuttle program has carried 14,580 riders.



## SMART Pathway

As of May 2025, SMART has installed 14 counters on the Pathway, with six in Marin County and eight in Sonoma County. The counters differentiate between bicycles and pedestrians, and track data by time of day and day of the week. The counters cannot distinguish between unique users, but based on the estimated average trip length of 3 miles, and the average spacing between counters of 3.7 miles, the counts are considered an accurate estimate of monthly pathway usage. As additional pathway segments are constructed, counters will be placed on those segments to measure pathway usage. To date, count data has shown a fairly even split between pedestrians and bicyclists.

In May 2025, SMART counted 123,944 users on the pathway, an increase of 55% over the prior year. To date, May 2025 is the highest month of pathway usage since SMART began counting users in 2022. The increased counts are attributed to higher volumes of users on existing pathway as well as counts of users on newly opened pathway segments. The counts also include any use of the unopened segment of the pathway between Rohnert Park and Santa Rosa, Petaluma and Penngrove, and in Windsor.





**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma 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)

June 18, 2025

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

**SUBJECT:** Monthly Financial Status

Dear Board Members:

**RECOMMENDATION:** Approve Monthly Financial Report-April 2025

**SUMMARY:**

This report provides information for ten months of Fiscal Year (FY) 2025, including details on the Board Adopted Budget through Budget Amendment #11. Attached, you will find separate charts displaying both budgeted and actual revenues and expenditures for passenger rail and freight. The "actual" columns reflect revenues and expenditures for ten months of FY 2025 (from July to April). Additionally, for passenger rail, we have included more detailed information on sales tax and fare revenues, presenting current data alongside comparative figures from the last five years (FY 2021 to FY 2025).

We anticipate that actual sales tax collections will be approximately \$1.5 million lower than expected for the rest of the fiscal year, leading us to project about \$20 million in sales and use tax collection for the fourth quarter. We also expect to collect nearly all federal funds, with the exception of those amounts we will not be able to collect until FY 2026 due to timing of expenses (\$1.5 million). Regarding state funds, we expect to collect all but the \$5 million allocated for the Affordable Housing and Sustainable Communities (AHSC) program, pending a signed grant agreement before we can bill the state. Fare revenues, however, are in line with our forecasts for the first ten months.

The report further outlines the approved budget, actual expenditures, and remaining budget balance. Please note that expenditures may not occur evenly throughout the fiscal year; many significant costs, such as debt service, are incurred at specific intervals. Additionally, we have included information on SMART's investment policy, detailing where our funds are held and the current amounts. Lastly, we present the current obligations, reserves, and fund balance requirements for FY 2025.

Sincerely,

/s/

Heather McKillop  
Chief Financial Officer

Attachment(s):

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



## MONTHLY FINANCIAL STATUS

*April 2025*

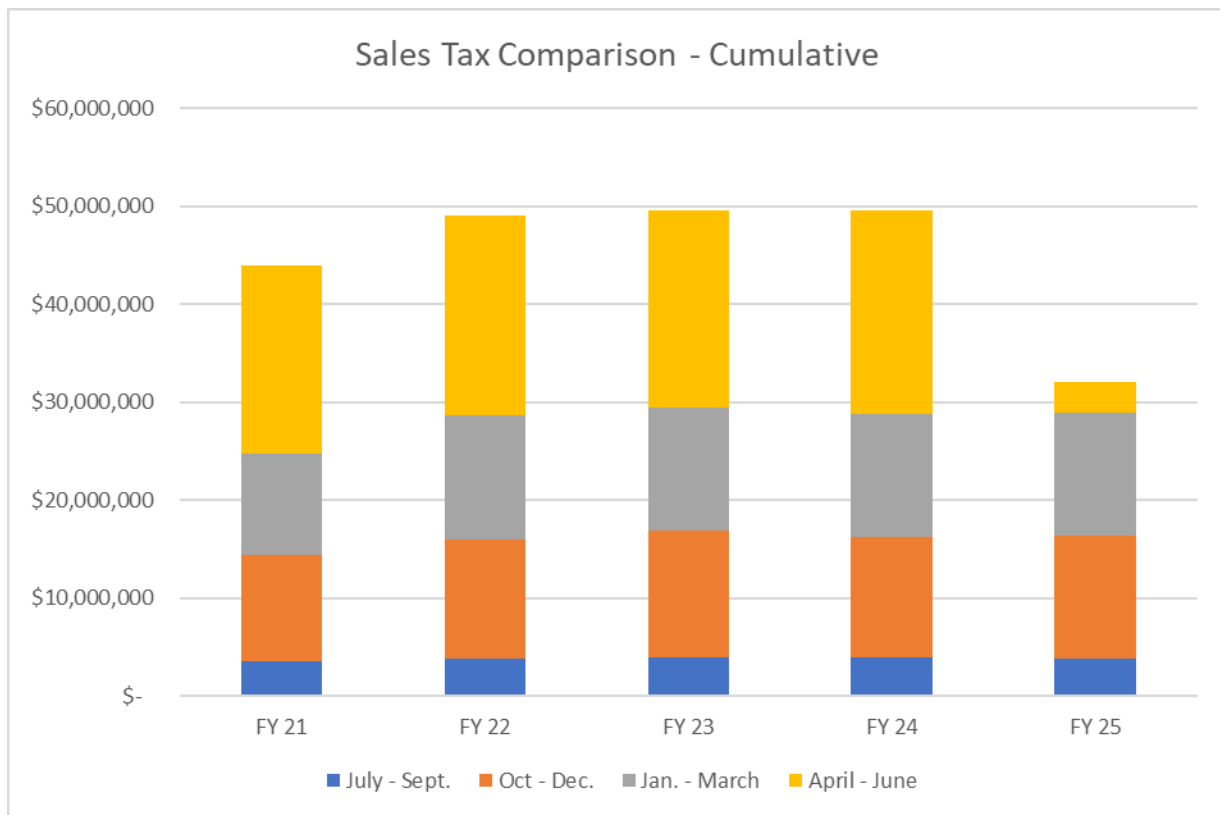
### PASSENGER REVENUES

	FY 2024-25 Approved Budget + Amendments #1 - #11	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
<b>Revenues</b>					
<b>Passenger Rail</b>					
Sales/Use Taxes	\$ 50,426,000	\$ 32,090,148	\$ (18,335,852)	-36%	16%
Sales Collections		\$ (331,940)	\$ (331,940)		16%
Interest and Lease Earnings	\$ 1,979,636	\$ 2,234,113	\$ 254,477	13%	16%
Miscellaneous/ Other Revenue	\$ 295,921	\$ 272,159	\$ (23,762)	-8%	16%
Passenger Fares	\$ 2,215,290	\$ 1,854,821	\$ (360,469)	-16%	16%
Parking Fares	\$ 11,400	\$ 15,262	\$ 3,862	34%	16%
Shuttle Fares	\$ 1,200	\$ 6,294	\$ 5,094	424%	16%
State Grants	\$ 54,788,550	\$ 10,263,921	\$ (44,524,629)	-81%	16%
Federal Funds	\$ 8,444,271	\$ 990,872	\$ (7,453,399)	-88%	16%
Other Governments	\$ 3,312,689	\$ 2,897,000	\$ (415,689)	-13%	16%
<b>Passenger Rail</b>	<b>\$ 121,474,957</b>	<b>\$ 50,292,650</b>	<b>\$ (71,182,307)</b>	<b>-59%</b>	<b>16%</b>

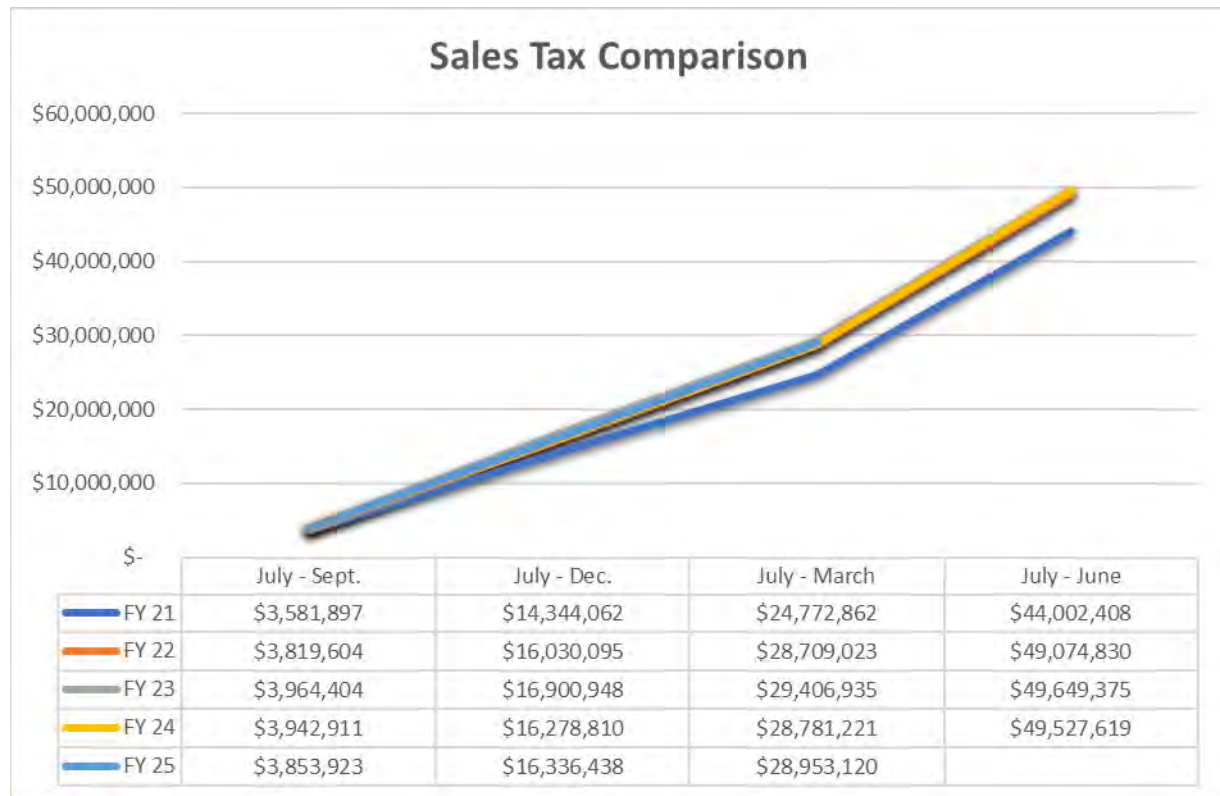
**Measure Q Sales Tax  
Fiscal Year (FY) 2025**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
FY 25 Forecasted Sales Tax	\$ 3,900,000	\$ 12,500,000	\$ 12,600,000	\$ 21,426,000
Actual	\$ 3,853,923	\$ 12,482,515	\$ 12,616,682	\$ 3,137,028
Difference	\$ (46,077)	\$ (17,485)	\$ 16,682	\$ (18,288,972)

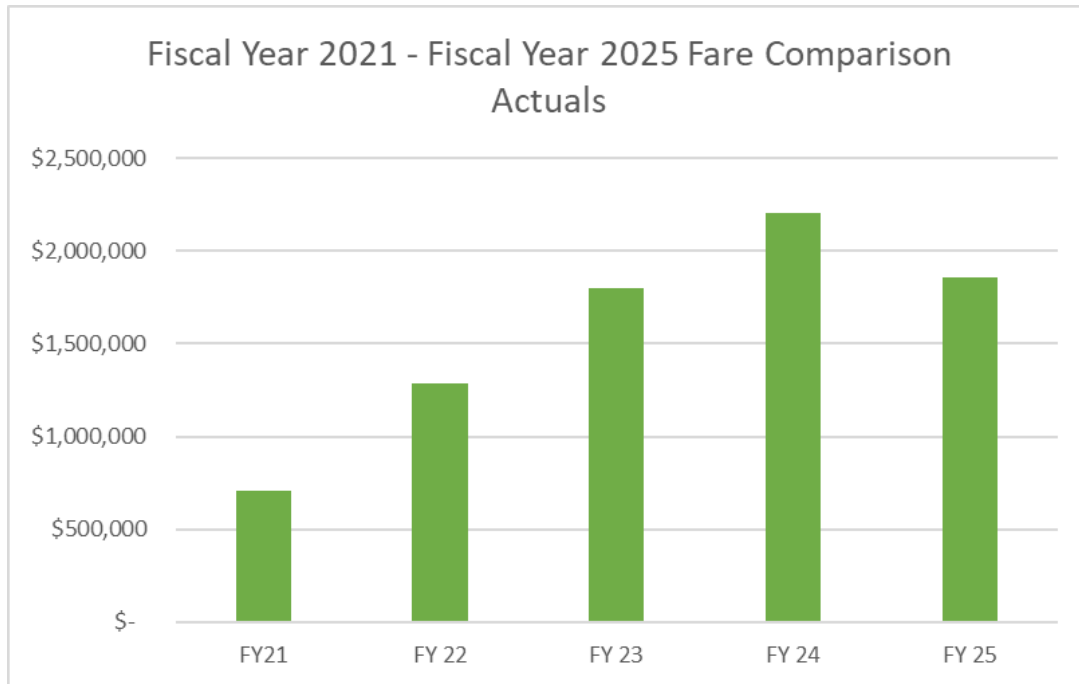
**Fiscal Year 2021-2025 Net Sales Tax Comparison  
(by Quarter)**



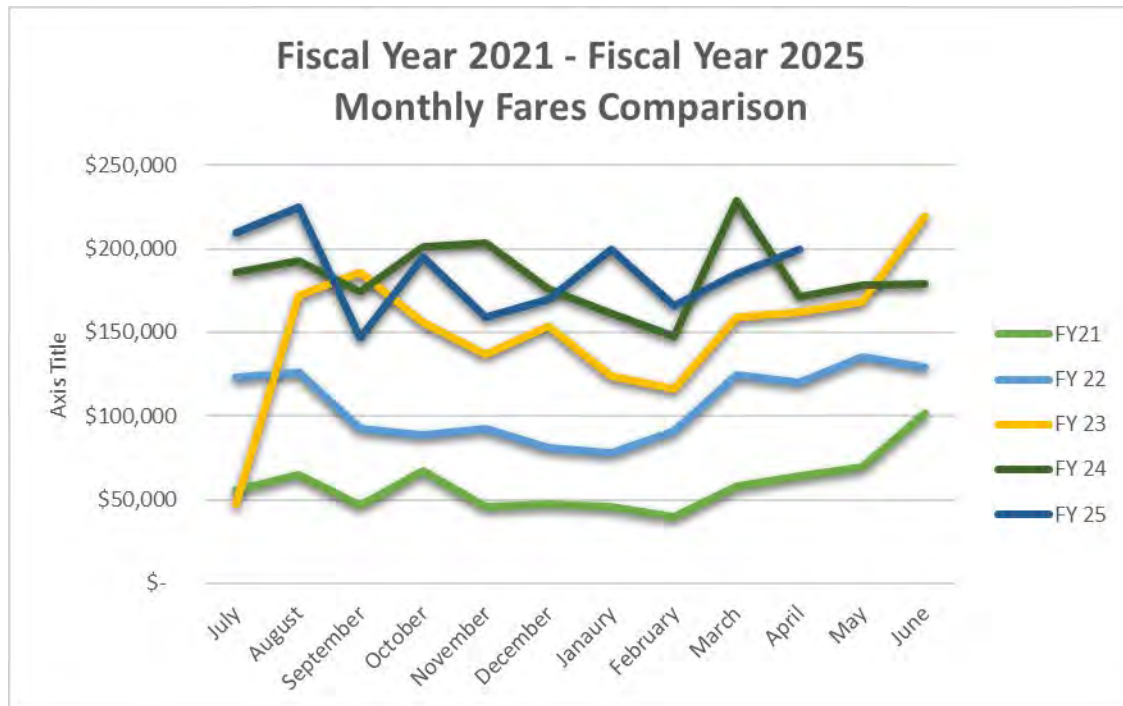
## Fiscal Year 2021-2025 Cumulative Sales Tax Comparison



### Fiscal Year 2021-2025 Fare Revenue Comparison



### Fiscal Year 2021-2025 Monthly Fare Revenue Comparison





## PASSENGER EXPENSES

	FY 2024-25 Approved Budget + Amendments #1 - #11	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
<b>Passenger Expenses</b>					
<b>Administration</b>					
Salaries & Benefits	\$ 7,180,063	\$ 5,395,586	\$ (1,784,477)	-25%	16%
Services & Supplies	\$ 12,281,971	\$ 6,057,941	\$ (6,224,030)	-51%	16%
<b>Administration Subtotal</b>	<b>\$ 19,462,034</b>	<b>\$ 11,453,527</b>	<b>\$ (8,008,507)</b>	<b>-41%</b>	<b>16%</b>
<b>Operations</b>					
Salaries & Benefits	\$ 19,720,160	\$ 15,177,921	\$ (4,542,239)	-23%	16%
Services & Supplies	\$ 7,112,015	\$ 3,618,282	\$ (3,493,733)	-49%	16%
<b>Operations Subtotal</b>	<b>\$ 26,832,175</b>	<b>\$ 18,796,203</b>	<b>\$ (8,035,972)</b>	<b>-30%</b>	<b>16%</b>
<b>Capital</b>					
Salaries & Benefits	\$ 1,909,850	\$ 481,329	\$ (1,428,521)	-75%	16%
Services & Supplies	\$ 4,094,796	\$ 1,124,577	\$ (2,970,219)	-73%	16%
<b>Capital Subtotal</b>	<b>\$ 6,004,646</b>	<b>\$ 1,605,906</b>	<b>\$ (4,398,740)</b>	<b>-73%</b>	<b>16%</b>
<b>Total Passenger Expenses</b>	<b>\$ 52,298,855</b>	<b>\$ 31,855,636</b>	<b>\$ (20,443,219)</b>	<b>-39%</b>	<b>25%</b>
<b>Passenger (Capitalized) Expenses</b>					
Facilities	\$ 65,293,730	\$ 52,757,297	\$ (12,536,433)	-19%	16%
Infrastructure	\$ 2,484,051	\$ 2,266,442	\$ (217,609)	-9%	16%
Equipment	\$ 2,054,136	\$ 107,947	\$ (1,946,189)	-95%	16%
Nonrevenue vehicles	\$ 971,305	\$ 400,875	\$ (570,430)	-59%	16%
Revenue vehicles	\$ -	\$ -	\$ -	0%	16%
Land	\$ 1,313,032	\$ 1,313,032	\$ -	0%	16%
Other Governments	\$ 1,139,812	\$ 1,030,996	\$ (108,816)	-10%	16%
<b>Total Passenger (Capitalized) Expenses</b>	<b>\$ 73,256,066</b>	<b>\$ 57,876,589</b>	<b>\$ (15,379,477)</b>	<b>-21%</b>	<b>16%</b>
<b>Passenger Expenses + Capitalized</b>	<b>\$ 125,554,921</b>	<b>\$ 89,732,225</b>	<b>\$ (35,822,696)</b>	<b>-29%</b>	<b>16%</b>

## FREIGHT REVENUES

	FY 2024-25 Approved Budget + Amendments #1 - #11	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
<b>Revenues</b>					
<b>Freight</b>					
State Operating/ Capital Grant (42341)	\$ 606,785		\$ (606,785)	0%	16%
Sales Collections	\$ -	\$ -	\$ -		16%
State Shortline Grant	\$ 399,776		\$ (399,776)	0%	16%
Freight Movement Fees	\$ 700,000	\$ 775,617	\$ 75,617	11%	16%
Leases	\$ 270,000	\$ 253,126	\$ (16,874)	-6%	16%
Freight Storage	\$ 104,800	\$ 111,714	\$ 6,914	7%	16%
45(g) Tax Credit & Misc. Revenues	\$ 593,000	\$ 593,449	\$ 449	0%	16%
<b>Freight</b>	<b>\$ 2,674,361</b>	<b>\$ 1,733,906</b>	<b>\$ (940,455)</b>	<b>-35%</b>	<b>16%</b>

## FREIGHT EXPENSES

	FY 2024-25 Approved Budget + Amendments #1 - #11	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
<b>Freight Expenses</b>					
<b>Administration</b>					
Salaries & Benefits	\$ -	\$ -	\$ -		16%
Services & Supplies	\$ -	\$ -	\$ -		16%
<b>Administration Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>16%</b>
<b>Operations</b>					
Salaries & Benefits	\$ 947,674	\$ 640,952	\$ (306,722)	-32%	16%
Services & Supplies	\$ 1,118,767	\$ 582,010	\$ (536,757)	-48%	16%
<b>Operations Subtotal</b>	<b>\$ 2,066,441</b>	<b>\$ 1,222,962</b>	<b>\$ (843,479)</b>	<b>-41%</b>	<b>16%</b>
<b>Capital</b>					
Salaries & Benefits	\$ -	\$ 2,339	\$ 2,339	#DIV/0!	16%
Services & Supplies	\$ 607,920	\$ 256,768	\$ (351,152)	-58%	16%
<b>Capital Subtotal</b>	<b>\$ 607,920</b>	<b>\$ 259,107</b>	<b>\$ (348,813)</b>	<b>-57%</b>	<b>16%</b>
<b>Total Freight Expenses</b>	<b>\$ 2,674,361</b>	<b>\$ 1,482,069</b>	<b>\$ (1,192,292)</b>	<b>-45%</b>	<b>16%</b>
<b>Freight (Capitalized) Expenses</b>					
Facilities		\$ -	\$ -		16%
Infrastructure		\$ -	\$ -		16%
Equipment		\$ -	\$ -		16%
Nonrevenue vehicles		\$ -	\$ -		16%
Revenue vehicles		\$ -	\$ -		16%
Land		\$ -	\$ -		16%
		\$ -	\$ -		16%
<b>Total Freight (Capitalized) Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>16%</b>
<b>Freight Expenses + Capitalized</b>	<b>\$ 2,674,361</b>	<b>\$ 1,482,069</b>	<b>\$ (1,192,292)</b>	<b>-45%</b>	<b>16%</b>

## CAPITAL PROJECTS

Capital Project Report	Apr-25				
	Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY25	Remaining to be Budgeted in Future Years	Project Status
<b>PASSENGER RAIL PROJECTS</b>					
Extension: Windsor Civil	\$ 55,560,845	\$ 37,217,067	\$ 18,343,778	\$ -	Grand opening planned for June 13, 2025.
Extension: Windsor Systems	\$ 18,102,142	\$ 8,392,880	\$ 9,709,262	\$ -	Preparing for pre-revenue service. Estimated grand opening June 2025.
Extension: Windsor Pedestrian Undercrossing	\$ 4,300,000	\$ 2,127,124	\$ 2,172,876	\$ -	Constructed as part of the Windsor Extension project.
Town of Windsor Utility Crossing	\$ 396,725	\$ -	\$ 396,725	\$ -	Completed.
Extension: Healdsburg	\$ 268,278,000	\$ -	\$ 3,250,000	\$ 265,028,000	Progressive Design-build contract underprocurement.
Station: Petaluma North	\$ 14,416,187	\$ 5,131,792	\$ 9,284,395	\$ -	Station opened January 10, 2025.
SGR: McDowell Grade Crossing	\$ 4,005,892	\$ 1,521,842	\$ 2,484,050	\$ -	Work complete
City of Petaluma North McDowell Paving Project	\$ 886,712	\$ 174,760	\$ 711,953	\$ -	Completing final punchlist items.
Pathway: Golf Course to Bellevue and Southpoint to Penngrove Construction	\$ 20,794,818	\$ 3,947,547	\$ 16,847,271	\$ -	Commissioning traffic signals. Opening pathway segments planned for summer 2025.
Pathway: Design for 7 Segments in Marin and Sonoma Counties	\$ 3,936,755	\$ 2,408,679	\$ 704,423	\$ 823,653	Conducting engineering design and pursuing environmental permits to prepare for construction.
Pathway: Design for 5 Segments in Marin County	\$ 6,323,781	\$ 1,663,579	\$ 999,690	\$ 3,660,512	Conducting engineering design and pursuing environmental permits to prepare for construction.
Pathway: Construction for Mcinnis to Smith Ranch	\$ 4,831,381	\$ 1,721,712	\$ 3,109,669	\$ -	Construction completed.
Pathway: Joe Rodota Trail	\$ 522,093	\$ 56,108	\$ 465,985	\$ -	Awaing funding allocation.
City of Santa Rosa W. 3rd Street Grade Crossing Design	\$ 153,855	\$ 122,719	\$ 31,136	\$ -	Currently in design.
Pathway: Hanna Ranch to Vintage	\$ 6,084,521	\$ -	\$ 200,000	\$ 5,884,521	Preparing design-build bidding documents.
Pathway: Guerneville Rd to Airport Blvd Pathway Construction	\$ 14,618,729	\$ 17,325	\$ 200,000	\$ 14,401,404	Pursuing NEPA clearance.
Puerto Suello Pathway Design and Permitting	\$ 708,227	\$ -	\$ 708,227	\$ -	Design and permitting work is underway
<b>FREIGHT RAIL PROJECTS</b>					
Schellville Grade Crossing Repair	\$ 141,633	\$ -	\$ 141,633	\$ -	Completed in October 2024
Brazos Branch Bridge Repairs (Phase 2) - Sears Point Drainage	\$ 225,000	\$ -	\$ 225,000	\$ -	In design and procuring materials.
Brazos Branch Bridge Repairs (Phase 2) - Wingo (Sonoma Creek)	\$ 250,000	\$ -	\$ 250,000	\$ -	In design and procuring materials.
Brazos Branch Bridge Repairs (Phase 2) - Novato Creek	\$ 132,920	\$ -	\$ 132,920	\$ -	In design and procuring materials.

## 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	\$ 38,357,209
Sonoma County Investment Pool *	\$ 47,949,531
<b>Total Cash on Hand</b>	<b>\$ 86,306,740</b>
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 5,574,676
Operating Reserve	\$ 11,728,963
Capital Sinking Fund	\$ 11,317,250
Corridor Completion	\$ 7,000,000
<b>Total Reserves</b>	<b>\$ 37,991,564</b>
Cash Balance	\$ 48,315,176
Less: Current Encumbrances	\$ (16,013,526)
Balance	\$ 32,301,650
<b>Less: Estimated FY25 Year-end Fund Balance</b>	<b>\$ (61,508,650)</b>
<b>Remaining Balance</b>	<b>\$ (29,207,000)</b>
* Doesn't include trustee accounts	



# Contract Summary

PASSENGER RAIL		Active contracts as of		April 30, 2022
Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals	
A.J. Janitorial Service	Janitorial Services for all Stations Roblar, ROC and Fulton	\$ 9,140	\$ 9,140	
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$ 45,000	\$ 36,124	
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$ 50,000	\$ -	
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$ 50,000	\$ -	
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$ 37,000	\$ 35,733	
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$ 2,575	\$ 2,275	
Atlas CopCo Compressors, LLC	Air Compressor Maintenance Services	\$ 4,489	\$ 4,475	
Bach Simpson, a Division of Wabtec Canada, Inc.	Overhaul Services of Event Recorder Units	\$ 54,000	\$ 13,180	
Balloon Specialties, LLC	Balloons for Station and Pathway Openings	\$ 2,164	\$ 2,164	
BBM Railway Equipment, LLC	Inspect, Certify, and Repair Jacks and Stands	\$ 12,385	\$ 12,385	
BKF Engineers	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$ 273,662	\$ 46,201	
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$ 45,000	\$ 35,312	
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$ 11,436	\$ 9,530	
Bureau Veritas Technical Assessments, LLC	Equal Access and ADA Consulting	\$ 25,000	\$ 2,106	
Cal Interpreting & Translations	Real Time Translation and Related Services	\$ 13,000	\$ -	
Charlie Gesell Photography	Photography Services for Petaluma North & McInnis Pathway Openings	\$ 1,950	\$ 1,950	
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$ 7,773	\$ -	
City Towel & Dust Services, Inc. DBA Sunset Linen & Uniform	Laundrying, Pressing, and Related Services for SMART-Owned Uniforms	\$ 21,723	\$ 702	
Clean Solutions Services Inc.	Janitorial and Custodial Services for SMART's Stations, Offices, and Park & Ride Lots	\$ 137,885	\$ 80,437	
CocoConsult, LLC	Alternate Construction Project Delivery Advisory Services, Cost Estimation and Negotiation Services	\$ 200,000	\$ 140,713	
Code 3 Entertainment Services, LLC	Microtransit Operations and Maintenance Services	\$ 567,433	\$ 363,697	
Construction Testing Services	Construction Materials Testing Support Services	\$ 189,625	\$ 17,312	
Cooperative Personnel Services dba CPS HR Consulting	Employee Recruiting Services	\$ 81,000	\$ 54,000	
Craft & Commerce	Marketing and Community Outreach Services and Support	\$ 93,000	\$ -	
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$ 683,104	\$ 236,010	
CSW/Stuber-Stroeh Engineering Group	Design and Engineering for Petaluma North Station, N. McDowell Grade Crossing, Segments 2 & 3 Pathway	\$ 382,800	\$ 229,381	
Data Ticket	Processing Parking Fines for Illegal Parking	\$ 1,800	\$ 1,350	
Defense Block Security	Security and Patrol Services	\$ 5,360	\$ 5,135	
Dr. Lance O'Connor	Occupational Health Screening Services	\$ 5,000	\$ 1,720	
Dudek	Biological and Cultural Resource Monitoring	\$ 195,000	\$ -	
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$ 25,000	\$ 12,125	
Eide Bailly LLP	Financial Audit Services	\$ 61,110	\$ 55,100	
eLock Technologies, LLC	Station Bike Lockers - Ongoing Maintenance and Support Services	\$ 13,373	\$ 12,810	
Federated Indians of Graton Rancheria	Tribal Monitoring for Ground-Disturbing Activities - SoCo Pathway	\$ 20,000	\$ 6,097	
Fehr & Peers	Comprehensive Quality of Life and Impact Assessment	\$ 413,113	\$ 77,740	
FinQuery (formerly LeaseQuery, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 11,735	\$ 11,735	
Foster & Foster (formerly Demsey, Filliger, & Associates, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 1,250	\$ -	
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$ 55,000	\$ 2,042	
George Hills Company, Inc.	Third Party Claims Administration Services	\$ 30,000	\$ 1,559	
Ghilotti Bros. Inc.	Construction of MMP McInnis to Smith Ranch	\$ 2,857,890	\$ 2,734,602	
Golden Five, LLC	Microsoft 365 Consulting Services	\$ 81,689	\$ 69,407	
GP Crane & Hoist	Cal/OSHA Inspection Services	\$ 5,995	\$ 5,995	
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$ 13,503	\$ 13,503	
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$ 29,841	\$ 26,934	
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$ 17,425	\$ 12,874	
Hanson Bridgett LLP	Legal Services - Union Negotiations	\$ 120,000	\$ 14,729	
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 12,570	\$ 3,051	
Heartwood Studios, Inc. DBA Heartwood. Inc.	Online Rail Simulation Courses	\$ 1,995	\$ 1,995	
Holland Company	Track Geometry and Measurement Services	\$ 24,000	\$ 24,000	
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$ 19,713	\$ 13,184	
Integrated Security Controls, Inc.	On-Call CCTV Maintenance Support	\$ 30,258	\$ 1,855	
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$ 75,000	\$ 10,245	

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
Khouri Consulting, LLC	California State Legislative and Advocacy Services	\$ 120,000	\$ 90,000
Leete Generators	Generator Inspection and Maintenance Services	\$ 2,602	\$ -
Lewis, Briscois, Bisgaard & Smith LLP	Various legal services related to transit	\$ 65,000	\$ 483
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$ 1,400	\$ 650
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$ 66,250	\$ 45,750
MaxAccel	FRA Regulatory Compliance Software	\$ 31,664	\$ 26,831
MaxAccel	Learning Management System	\$ 15,832	\$ 14,225
Militus, Inc.	Cybersecurity and Network Threat Analysis and Assessment	\$ 40,000	\$ 40,000
Mission Linen Supply	Employee Uniform Rentals	\$ 36,077	\$ 28,817
Mission Linen Supply	Laundry and Dry Cleaning for SMART-Owned Uniforms	\$ 9,025	\$ 700
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$ 62,137	\$ 38,870
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$ 9,213,860	\$ 7,617,119
Modern Railway Systems, Inc.	Real Time Train Arrival Digital Signage for Train Platforms	\$ 452,877	\$ 404,300
MuniServices, LLC	Sales Tax Recovery Services	\$ 30,000	\$ 13,869
Netspeed Solutions	Avaya Phone System Support Services	\$ 4,800	\$ 2,400
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$ 3,260	\$ 1,476
North Bay Petroleum	Provision of Fuel for DMUs	\$ 1,430,000	\$ 1,098,150
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$ 180,000	\$ 162,132
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$ 35,000	\$ 9,188
Oracle	Fusion ERP System	\$ 329,413	\$ 247,060
Pape Machinery, Inc.	Equipment Repair and Related Services	\$ 7,507	\$ -
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$ 25,000	\$ 9,650
PFM Financial Advisors, LLC	Financial Advisory Services	\$ 5,000	\$ -
Pitney Bowes, Inc.	Lease for Mail Machine	\$ 701	\$ 549
Pivotal Vision, LLC	Security Software Licensing / Rail Network	\$ 2,750	\$ 2,750
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$ 271,543	\$ 257,573
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$ 44,932	\$ 14,044
Precision Wireless	Installation of Lightbar and Related Equipment	\$ 2,712	\$ 2,590
Quality Sprayers	Vegetation Control and Related Services	\$ 87,276	\$ 82,666
RSE Corporation	Civil Engineering, Design, and Land Surveying	\$ 42,500	\$ 10,416
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$ 152,000	\$ 73,846
Sonoma County Fleet Operation Division	Non-Revenue Fleet Vehicle Installation, Maintenance, and Repair Services	\$ 65,000	\$ 46,167
SPTJ Consulting, Inc.	Network Monitoring and Support Services	\$ 202,419	\$ 155,216
Square Signs LLC dba Front Signs	System-Wide Pathway Wayfinding Signage	\$ 599,447	\$ 484,956
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$ 20,043,492	\$ 18,673,462
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Construction of Petaluma North Station Platform, Grade Crossing Reconstruction, and Pathway	\$ 26,568,670	\$ 24,412,566
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Paving Work for the City of Petaluma as Part of the Petaluma North Project	\$ 651,395	\$ 620,812
Sue Evans	Title Investigation Support Services	\$ 19,493	\$ 17,290
Survival CPR & First Aid, LLC	Active Shooter Training and Related Services	\$ 2,970	\$ 2,079
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program Management	\$ 11,300	\$ 7,368
TDG Engineering, Inc.	Wayfinding System Planning and Design for the SMART Pathway	\$ 21,592	\$ 21,349
The Routing Company	Furnish, Implement, and Maintain a Microtransit Software Platform	\$ 17,400	\$ 14,219
The Routing Company	Social Media Campaign for SMART Connect	\$ 6,200	\$ 6,200
Tom Hehir dba Aspire Consulting	Leadership and Development Workshop Services	\$ 24,266	\$ 23,934
Toshiba America Business Solutions, Inc.	Printer Lease and Maintenance Agreement No 450-046953-000	\$ 32,494	\$ 20,822
TRC Engineers, Inc.	Construction Management Support Services	\$ 413,197	\$ 325,646
Triangle Properties, Inc.	SoCo Pathway Riparian Enhancement Implementation and Monitoring	\$ 39,080	\$ 28,911
Triangle Properties, Inc.	Helen Putnam Riparian Mitigation	\$ 523,270	\$ 410,855
Triangle Properties, Inc.	Windsor Creek Riparian Enhancement	\$ 41,932	\$ 22,891
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$ 4,550	\$ 4,550
True Value Wholesale Hardware of Larkfield, Inc.	Tent Rentals for Grand Openings and Groundbreakings	\$ 5,648	\$ -
United Construction Management Corp	Construction Management Support Services	\$ 160,083	\$ 32,525
Urban Transportation Associates	Onboard Automatic Passenger Counter System Purchase, Install, and Software Implementation and Training	\$ 18,178	\$ 9,588
UTCRA5	Wheel Pressing Services	\$ 50,400	\$ 25,200
Van Scoyoc Associates	Federal Lobbying Services	\$ 60,000	\$ 50,000
VenTek Transit Inc.	Installation of SMART-Owned Transit Card Vending Machines	\$ 32,178	\$ -
Vista Broadband Networks, Inc.	Broadband Services	\$ 9,000	\$ 7,500
Ward Levy Appraisal Group, Inc.	Real Estate Appraisals and Related Services	\$ 4,950	\$ -
Web Master Designs, LLC	As-Needed Monitoring, Management, and Support Services for Public-Facing Websites	\$ 5,580	\$ 3,150
WRA, Inc.	As-Needed Environmental Consulting Services	\$ 115,715	\$ 89,994

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
	TOTAL	\$ 69,640,641	\$ 60,265,969
<b>FREIGHT RAIL</b>			
Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
Cathcart Rail Holdco, LLC dba Cathcart Field Services, LLC	Running Repair Agent Inspection and Maintenance Services	\$ 1,675	\$ 1,675
Freight Rail Tracking Software	Freight Rail Tracking Software	\$ 6,000	\$ 3,819
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$ 48,200	\$ 39,289
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 564	\$ 210
Holland Company	Track Geometry and Measurement Services	\$ 12,000	\$ 12,000
Hue & Cry, Inc.	Security System at Schellville Depot	\$ 994	\$ 746
Lambertus J. Versteegen dba South West Locomotive Repair	Locomotive Maintenance and Repair	\$ 32,173	\$ 32,173
Mickelson & Company, LLC	45G Tax Credit Advisory Services	\$ 15,035	\$ 15,035
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$ 90,000	\$ 50,435
Quality Sprayers	Vegetation Control and Related Services	\$ 52,000	\$ 51,999
Southern Tire Mart, LLC	Tire Recapping and Repair for Mobile Excavator	\$ 5,627	\$ 5,586
Summit Signal, Inc.	Inspection, Testing, and Maintenance Services for Signal Equipment Along Brazos Branch	\$ 87,162	\$ 71,482
Summit Signal, Inc.	Freight Call-Out Maintenance and Repair Services	\$ 30,599	\$ 26,477
Summit Signal, Inc.	Signal and Crossing Support Services for Planned Caltrans Paving Project along Hwy 12/121	\$ 4,060	\$ 3,370
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$ 2,400	\$ 1,968
	TOTAL	\$ 386,814	\$ 314,590

Actuals-To-Date include invoices that have been approved, but may not have been processed in SMART's Financial System, as of April 30, 2025





**Chris Coursey, Chair**  
Sonoma County Board of  
Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of  
Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of  
Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of  
Supervisors

**Mark Milberg**  
Transportation Authority of  
Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation  
District

**Gabe Paulson**  
Marin County Council of  
Mayors and Councilmembers

**David Rabbitt**  
Sonoma County Board of  
Supervisors

**Eddy Cumins**  
General Manager

June 18, 2025

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

**SUBJECT:** Alcohol and Drug Testing Services LLC Contract Amendment No. 3

Dear Board Members:

**RECOMMENDATIONS:**

Authorize the General Manager to Execute Contract Amendment No. 3 for Contract No. HR-PS-22-002 with Alcohol and Drug Testing Services LLC (ADTS) in an amount of \$140,000 for a total not to exceed of \$263,000.

**SUMMARY:**

On July 1, 2022, SMART entered into an agreement with Alcohol and Drug Testing Services LLC (ADTS), to provide Department of Transportation (DOT) and Federal Railroad Administration (FRA)-regulated drug and alcohol programs, including limited third-party administration, specimen collection and testing, medical review officer and lab-provided services, document control and related services. This Agreement was the result of a formal Invitation for Bid solicitation process and included a three-year base term through June 30, 2025, with one (1) available two-year option to extend. Last year, on July 15, 2024, SMART entered into Amendment No. 1 to amend the Exhibit A Scope of Work and Timeline and to increase the not-to-exceed amount of the agreement by \$15,000. On January 8, 2025, SMART entered into Amendment No. 2 to amend Exhibit B, Schedule of Rates.

SMART desires to continue utilizing ADTS' services and recommends amending the agreement to incorporate the two-year option to extend to provide services through June 30, 2027, and an increase of \$140,000 to cover the term extension for a new total Agreement not-to-exceed amount of \$263,000 to cover the extension term.

Extending this service agreement is integral to the continued safe operation of SMART's passenger and freight services by ensuring compliance with DOT and FRA-regulated drug and alcohol testing programs and contributing to a safe working environment for employees and the public.

**FISCAL IMPACT:** The funds are budgeted in the Fiscal Year 2026 budget being presented to the Board for adoption at this meeting.

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

Respectfully,

/s/  
Lisa Hansley  
Human Resources Manager

Attachment(s): Alcohol and Drug Testing Services LLC Contract Amendment No. 3 (HR-PS-22-002)

**THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
AND ALCOHOL & DRUG TESTING SERVICES, LLC**

This Third Amendment dated as of June 18, 2025 (the “Third Amendment”), to the Agreement for Consultant Services by and between Alcohol & Drug Testing Services, LLC (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as “SMART”), dated as of July 1, 2022 (the “Original Agreement,” as amended and supplemented by the First, Second, and now this Third Amendment, the “Agreement”).

**RECITALS**

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement on July 1, 2022 to provide Department of Transportation (DOT)-regulated and Federal Railroad Administration (FRA)-regulated drug and alcohol programs including limited third-party administration, specimen collection and testing, medical review officer (MRO) and lab-provided services, document control, and related services; and

WHEREAS, SMART and CONSULTANT previously entered into Amendment No. 1 to the Agreement on July 15, 2024 to amend the Exhibit A Scope of Work & Timeline and to increase the not-to-exceed amount of the Agreement; and

WHEREAS, SMART and CONSULTANT previously entered into Amendment No. 2 to the Agreement on January 8, 2025 to amend the Exhibit B, Schedule of Rates; and

WHEREAS, SMART desires to amend the Agreement to extend the term to June 30, 2027 utilizing the last two-year option available in the Agreement and increase the not-to-exceed amount by \$140,000.00 for a total not-to-exceed amount of \$263,000.00; and

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

**AGREEMENT**

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

“Section 5.02      Consultant shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$263,000.00, without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s), as applicable; and (iv) copies of receipts for

reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Consultant for travel time."

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

"Section 6.01. The term of this Agreement shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of Article 7 below."

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

*SIGNATURE PAGE TO FOLLOW*

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

**SONOMA-MARIN AREA RAIL TRANSIT  
DISTRICT**

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

By \_\_\_\_\_  
Eddy Cumins, General Manager

**ALCOHOL & DRUG TESTING  
SERVICES, LLC**

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

By \_\_\_\_\_  
N. Scott Belford, Chief Financial Officer

**APPROVED AS TO FORM:**

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

By \_\_\_\_\_  
District Counsel



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma 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)

June 18, 2025

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

**SUBJECT:** MuniServices Contract Amendment No. 2

Dear Board Members:

**RECOMMENDATIONS:**

Authorize the General Manager to Execute Contract Amendment No. 2 for Contract No. FN-PS-21-001 with MuniServices, LLC. in an amount of \$20,000 for a total not to exceed of \$213,322.

**SUMMARY:**

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

In 2021, SMART's hired MuniServices, the contract was for three (3) years with (2) one-year extensions. We are requesting to exercise the last of the one-year extensions and add \$20,000 to the not to exceed amount.

Original Contract Not-to-Exceed	\$143,322
Amendment #1 – Add 1 <sup>st</sup> Option Year	\$ 50,000
Amendment #2 – Add 2 <sup>nd</sup> Option Year	\$ 20,000
Total Not to Exceed	\$213,322

**FISCAL IMPACT:** The funds are budgeted in the Fiscal Year 2026 budget being presented to the Board for adoption at this meeting.

**REVIEWED BY:** ☐ Finance \_\_\_\_\_ ☒ Counsel /s/ \_\_\_\_\_

Sincerely,

/s/

Heather McKillop  
Chief Financial Officer

Attachment(s): MuniServices Contract Amendment No. 2 (FN-PS-21-001)

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

This Second Amendment dated as of June 18, 2025 (the “Second Amendment”), to the Agreement for Consultant Services by and between MuniServices, LLC (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of July 1, 2021 (the “Original Agreement,” as amended and supplemented by the First, and now this Second Amendment, the “Agreement”).

**RECITALS**

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

WHEREAS, SMART and CONSULTANT previously entered into the first Amendment to the Agreement on June 18, 2024 to increase the not-to-exceed amount, and extend the term of the Agreement; and

WHEREAS, SMART desires to amend the Agreement to extend the term to June 30, 2026, utilizing the last option to extend available in the Agreement, and increase the not-to-exceed amount by \$20,000.00 for a total not-to-exceed amount of \$213,322.00; and

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

**AGREEMENT**

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

“Section 5.01 Not-to-Exceed Amount. Consultant shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$213,322.00, without the prior written approval of SMART.”

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

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

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

*SIGNATURE PAGE TO FOLLOW*



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

**SONOMA-MARIN AREA RAIL TRANSIT  
DISTRICT**

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

By \_\_\_\_\_  
Eddy Cumins, General Manager

**MUNISERVICES, LLC**

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

By \_\_\_\_\_  
Paul Colangelo, Chief Executive Officer

**APPROVED AS TO FORM:**

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

By \_\_\_\_\_  
District Counsel



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma 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)

June 18, 2025

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

**SUBJECT:** Approval of Nossaman LLP Contract Amendment No. 6

Dear Board Members:

**RECOMMENDATION:**

Authorize the General Manager to Execute Contract Amendment No. 6 to the Nossaman LLP, Legal Services Contract in order to extend the term and increase the contract amount by \$400,000.

**SUMMARY:**

Nossaman LLP has provided SMART with specialized legal services in a varying rail transit and government agency matters. Since 2021, Nossaman LLP has assisted SMART on an as needed basis to provide litigation support, and advice on construction issues, regulatory, and railroad right-of way, as well as eminent domain and related proceedings. Staff anticipates the continued need for the firm's specialized expertise and litigation support.

Staff recommends that the District continue to retain the services of Nossaman LLP for supplemental specialized legal support on an as-needed basis. Contract Amendment No. 6 provides for term extension through June 30, 2026, and increases the not-to-exceed amount by \$400,000.

**FISCAL IMPACT:** The funds are budgeted in the Fiscal Year 2026 budget being presented to the Board for adoption at this meeting.

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

Very truly yours,

/s/  
Jessica Sutherland  
General Counsel

Attachment(s): Nossaman LLP Contract Amendment No. 6

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

This Sixth Amendment dated as of June 18, 2025 (the “Sixth Amendment”), to the Legal Services Agreement by and between Nossaman LLP (hereinafter referred to as “ATTORNEYS”) and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as “SMART”), dated as of April 30, 2021 (the “Original Agreement,” as amended and supplemented by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and now this Sixth Amendment, the “Agreement”).

**RECITALS**

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

WHEREAS, SMART and ATTORNEYS previously entered into various Amendments to the Agreement between September 21, 2021, and December 18, 2024 to increase the not-to-exceed amount of the Agreement, to extend the term of the Agreement, and to modify Exhibit A Schedule of; and

WHEREAS, SMART desires to amend the Agreement to extend the term through June 30, 2026 and increase the not-to-exceed amount by \$400,000.00 for a total not-to-exceed amount of \$1,725,000.00; and.

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

**AGREEMENT**

1. **“ARTICLE 4. COMPENSATION”**. Article 4 is hereby deleted and replaced with the following:

“Compensation to Attorneys shall be made on the basis of the attached hourly rate and reimbursable expenses schedules set forth in Exhibit A, attached hereto and incorporated herein. Attorneys shall honor these rates throughout the term of the Agreement. Attorneys shall also be reimbursed for expenses which have been approved in advance by the General Counsel. All reimbursable expenses must comply with SMART’s Travel Guidelines and must receive prior approval. Attorneys’ reimbursement for materials/expenses shall not include items already included in Attorneys’ overhead as may be billed as a part of its labor rates set forth

in Section 5 below and **Exhibit A**. SMART does not reimburse Attorneys for travel time. Total compensation under this agreement shall not exceed \$1,725,000.00.”

2. **“ARTICLE 7. EFFECTIVE DATE AND TERM.** Article 7 is hereby deleted and replaced in its entirety with the following:

“This Agreement shall be effective as of April 30, 2021 and shall expire on June 30, 2026, unless terminated earlier in accordance with the terms herein.”

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

*SIGNATURE PAGE TO FOLLOW*

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

**SONOMA-MARIN AREA RAIL TRANSIT  
DISTRICT**

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

By \_\_\_\_\_  
Eddy Cumins, General Manager

**NOSSAMAN LLP**

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

By \_\_\_\_\_  
Brad Kuhn, Partner

**APPROVED AS TO FORM:**

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

By \_\_\_\_\_  
District Counsel



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma 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)

June 18, 2025

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

**SUBJECT:** Sierra-Cedar Contract Amendment No. 6

Dear Board Members:

**RECOMMENDATIONS:**

Authorize the General Manager to Execute Contract Amendment No. 6 for Contract No. FN-PS-21-002 with Sierra-Cedar in an amount of \$128,000 for a total not to exceed of \$738,200.

**SUMMARY:**

In August 2021, SMART entered into an agreement with Sierra-Cedar to provide on-call support and consultant services for SMART's Oracle Enterprise Resource Planning Software. In February 2023, the Board approved the first amendment to add funds for implementation of Oracle's Self-Service Procurement Cloud, Oracle WebCenter Forms Recognition, and Oracle Automated Invoice Processing. Amendment #2 added funding to the contract for Fiscal Year 2024 on-call support services. Amendment #4 added funds for the implementation of the Oracle's Projects and Grants module. Amendment #5 provided for on-call support, quarterly updates, and Procure to Pay Phase II. Procure to Pay, Phase II has not yet been implemented. Amendment #6 will add funds for ongoing support and quarterly updates. This action approves execution of the last year of our five-year contract with Sierra Cedar.

We are requesting the addition of \$128,000 for consultant services for Fiscal Year 2026. This will bring the total Not to Exceed amount to \$738,200.

Fiscal Year 2022 On-Call Support Not-to-Exceed	\$ 75,000
Fiscal Year 2023 On-Call Support Not-to-Exceed	\$100,000
Amendment #1 – Task Order Procure to Pay	\$ 36,200
Amendment #2 – Fiscal Year 2024 On-Call Support	\$ 30,000
Amendment #3 – Rate changes	\$ 0
Amendment #4 – Task Order Project & Grants	\$117,000
Amendment #5 – On-call support, quarterly updates, and Task Order for Procure to Pay Phase II	\$252,000
Amendment #6 – On-call support and quarterly updates	\$128,000
Total Not to Exceed	\$738,200

**FISCAL IMPACT:** The funds are budgeted in the Fiscal Year 2026 budget being presented to the Board for adoption at this meeting.

**REVIEWED BY:** ☐ Finance \_\_\_\_\_ ☒ Counsel /s/\_\_\_\_\_

Sincerely,

/s/

Heather McKillop  
Chief Financial Officer

Attachment(s): Sierra-Cedar Contract Amendment No. 6 (FN-PS-21-002)

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

This Sixth Amendment dated as of June 18, 2025 (the “Sixth Amendment”), to the Agreement for Consultant Services by and between Sierra-Cedar, LLC (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as “SMART”), dated as of August 1, 2021 (the “Original Agreement,” as amended and supplemented by the First, Second, Third, Fourth, Fifth, and now this Sixth Amendment, the “Agreement”).

**RECITALS**

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

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

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

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

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

WHEREAS, SMART entered into Amendment No. 5 to the Agreement to extend the term to June 30, 2025, utilizing the second one (1) year option to extend available in the contract, increase the not-to-exceed amount by \$252,000.00 for a total not-to-exceed amount of \$610,200.00 and to modify the Exhibit B Schedule of Rates to incorporate the negotiated rates for Fiscal Year 2025; and

WHEREAS, SMART desires to amend the Agreement to extend the term through June 30, 2026 utilizing the final option to extend, increase the not-to-exceed amount by \$128,000.00 for a total not-to-exceed amount of \$738,200.00, and modify the Exhibit B Schedule of Rates to incorporate the negotiated rates for Fiscal Year 2026; and



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

## **AGREEMENT**

1. **“ARTICLE 2. LIST OF EXHIBITS”.**

(b) Exhibit B: Schedule of Rates

The Exhibit B “Schedule of Rates” is hereby removed and replaced with the Exhibit B Schedule of Rates included in this Amendment No. 6.

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

Consultant shall be paid on a time and materials basis in accordance with the rates established in Exhibit B; provided, however, that total payments to Consultant shall not exceed \$738,200.00 without the prior written approval of SMART. Consultant shall submit its invoices in arrears twice per month in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART’s Travel Guidelines and must receive prior approval. Consultant’s reimbursement for materials/expenses shall not include items already included in Consultant’s overhead as may be billed as a part of its labor rates set forth in Exhibit B. SMART does not reimburse Consultant for travel time.

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

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

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

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

**SONOMA-MARIN AREA RAIL TRANSIT  
DISTRICT**

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

By \_\_\_\_\_  
Eddy Cumins, General Manager

**SIERRA-CEDAR, LLC**

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

By \_\_\_\_\_  
Kevin Bryant, General Manager

**APPROVED AS TO FORM:**

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

By \_\_\_\_\_  
District Counsel

## EXHIBIT B SCHEDULE OF RATES

### I. Fee Structure:

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

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

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

Sierra-Cedar Role	SMART FY2022 Hourly Rates*	SMART FY2023 Hourly Rates*	SMART FY2024 Hourly Rates*	SMART FY2025 Hourly Rates*	SMART FY2026 Hourly Rates*
<b>Project Manager</b>	\$160	\$165	\$172	\$176	\$178.29
<b>Oracle Cloud ERP Functional Consultant (US Based)</b>	\$150	\$155	\$161	\$165	\$167.15
<b>Oracle Cloud ERP Functional Consultant (Offshore Based)</b>	-	-	\$60	\$61	\$61.79
<b>Oracle Cloud Technical Lead (US Based)</b>	\$150	\$155	\$161	\$165	\$167.15
<b>Oracle Cloud Technical Developer (US Based)</b>	\$145	\$150	\$156	\$160	\$162.08
<b>Oracle Cloud Technical Developer (Offshore Based)</b>	\$45	\$50	\$52	\$53	\$53.69
<b>Organizational Readiness Consultant</b>	\$155	\$160	\$167	\$171	\$173.22
<b>Solution Architect</b>	-	-	\$185	\$189	\$191.46

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

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

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

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

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

**C. Payment of Fees**

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



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma 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)

June 18, 2025

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

**SUBJECT:** SPTJ Consulting, Inc. Contract Amendment No. 1

Dear Board Members:

**RECOMMENDATIONS:**

Authorize the General Manager to execute Contract Amendment No. 1 to Contract No. IT-PS-22-001 with SPTJ Consulting, Inc. to extend the term through June 30, 2027, and increase the not-to-exceed amount by \$829,926 for a new total not-to-exceed amount of \$1,739,583.

**SUMMARY:**

In July 2022, SMART entered into a contract with SPTJ Consulting, Inc. to provide network monitoring, support, and related IT services for SMART's administrative network. The original agreement included a three-year base term with one two-year option to extend.

SPTJ Consulting, Inc. has provided reliable and responsive services in support of SMART's critical IT infrastructure. Staff recommends exercising the final two-year extension option to continue receiving these services through June 30, 2027. Amendment No. 1 also updates the Schedule of Rates (Exhibit B) and increases the contract's not-to-exceed amount by \$829,926, bringing the total to \$1,739,583.

The updated Exhibit B includes revised monthly fixed fees for administrative network management and maintenance, as well as hourly rates for as-needed onsite and on-call IT support. These services are essential to maintaining SMART's network security, uptime, and operational continuity.

**FISCAL IMPACT:** The funds are budgeted in the Fiscal Year 2026 budget being presented to the Board for adoption at this meeting.

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

Sincerely,

    /s/      
Bryan Crowley  
Information Systems Manager

Attachment(s): SPTJ Amendment No. 1 (IT-PS-22-001)

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
AND SPTJ CONSULTING, INC**

This First Amendment dated as of June 18, 2025 (the “First Amendment”), to the Agreement for Consultant Services by and between SPTJ Consulting, Inc. (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as “SMART”), dated as of July 1, 2022 (the “Original Agreement”).

**RECITALS**

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement on July 1, 2022, whereas Consultant represents that it is duly qualified and experienced in the areas of network monitoring and support and related services; and

WHEREAS, SMART desires to amend the Agreement to extend the term through June 30, 2027 utilizing the final two-year option to extend available in the Agreement and increase the not-to-exceed amount by \$829,926.00 for a total not-to-exceed amount of \$1,739,583.00.

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

**AGREEMENT**

1. **“ARTICLE 2. LIST OF EXHIBITS”.**

(b) Exhibit B: Schedule of Rates

The Exhibit B “Schedule of Rates” is hereby removed and replaced with the Exhibit B Schedule of Rates included in this Amendment No. 1.

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

“Section 5.02 Consultant shall be paid in accordance with the rates established in Exhibit B; provided, however, that total payments to Consultant shall not exceed \$1,739,583.00 without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART’s Travel Guidelines and must receive prior written approval. Consultant’s reimbursement for materials/expenses shall not include items already included in

Consultant's overhead as may be billed as a part of its labor rates set forth in Exhibit B. SMART does not reimburse Consultant for travel time.

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

"Section 6.01. The term of this Agreement shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of Article 7 below."

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

*SIGNATURE PAGE TO FOLLOW*

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

**SONOMA-MARIN AREA RAIL TRANSIT  
DISTRICT**

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

By \_\_\_\_\_  
Eddy Cumins, General Manager

**SPTJ CONSULTING, INC.**

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

By \_\_\_\_\_  
Chien Liew, Chief Executive Officer

**APPROVED AS TO FORM:**

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

By \_\_\_\_\_  
District Counsel



**EXHIBIT B  
SCHEDULE OF RATES**

**Task 1 – SMART Admin Network Management and Maintenance**

Initial Term (7/1/2022 – 6/30/2027)	
Task Description	Monthly Fixed Fee
Task 1	\$16,868.25

Optional 2-Year Term (7/1/2025 – 6/30/2027)	
Task Description	Monthly Fixed Fee
Task 1	\$17,711.96

**Task 2 – As Needed Onsite IT Support -Term (7/1/2022 – 6/30/2027)**

Key Personnel	Hourly Rate
Chien Liew	\$141.75
Wilson Wong	\$141.75
Portola Systems Engineer	\$225.00

All hourly rates shall be fixed for the initial three-year term. Upon completion of the initial three-year term, and prior to the commencement of the optional term of this Agreement, Consultant may, upon 30 days written notice to SMART, request an increase in the hourly rate equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%

All materials, if any, shall be invoiced to SMART at cost with receipt documentation submitted with the invoice.

**Task 3 - On Call Support Services - Term (7/1/2022 – 6/30/2027)**

Key Personnel	Hourly Rate
Chien Liew	\$141.75
Wilson Wong	\$141.75



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma 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)

June 18, 2025

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

**SUBJECT:** Summit Signal Contract Amendment No. 3

Dear Board Members:

**RECOMMENDATION**

Authorize the General Manager to Execute Contract Amendment No. 3 to Contract No. FR-SV-22-009 with Summit Signal, Inc. to extend the term for one year utilizing an available option in the Agreement and increase amount of \$107,220 for a total not-to-exceed amount of \$352,044.

**SUMMARY**

On January 1, 2023, SMART entered into an Agreement with Summit Signal, Inc. to perform the Federal Railroad Administration ("FRA") required routine inspections, tests, minor repairs and maintenance for railroad signal equipment located along SMART's Brazos Subdivision for SMART's Freight division. This Agreement was the result of a formal Invitation for Bid solicitation process and included a one-year base term with four (4) available options to extend. Last year, SMART amended the agreement incorporating option year 3, which provided a one-year extension through December 31, 2025, and an increase of \$93,240.00 to the not-to-exceed amount.

SMART desires to continue receiving Summit Signal's services and recommends amending the agreement to incorporate option year 4 to provide another one-year extension through December 31, 2026, and an increase of \$107,220.00 to cover the term extension for a new total Agreement not-to-exceed amount of \$352,044.00 to cover the extension term.

Extending this service agreement is vital to support continued and safe freight operations by having these required inspections, tests, minor repairs and maintenance of SMART's railroad signal equipment along SMART's Brazos subdivision performed.

These services ensure all Federal Railroad Administration (“FRA”), California Public Utilities Commission (“CPUC”), American Railway Engineering and Maintenance of Way Association (“AREMA”), California Manual on Uniform Traffic Control Devices (“MUTCD”) and Original Equipment Manufacturer requirements are met for compliance and to maintain a safe and efficient freight operation.

**FISCAL IMPACT:** The funds are budgeted in the Fiscal Year 2026 budget being presented to the Board for adoption at this meeting.

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

Respectfully,

/s/

Jon Kerruish

Freight Manager

Attachment(s): Summit Signal Contract Amendment No. 3 (FR-SV-22-009)

**THIRD AMENDMENT TO THE SERVICE AGREEMENT BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
AND SUMMIT SIGNAL, INC**

This Third Amendment dated as of June 18, 2025 (the “Third Amendment”), to the Service Agreement by and between Summit Signal, Inc (hereinafter referred to as “CONTRACTOR”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of January 1, 2023 (the “Original Agreement,” as amended and supplemented by the First Amendment, Second Amendment, and now this Third Amendment, the “Agreement”).

**RECITALS**

WHEREAS, SMART and CONTRACTOR previously entered the Original Agreement on January 1, 2023 to perform required inspections, testing, and maintenance services for railroad signal equipment along SMART’s Brazos Subdivision; and

WHEREAS, SMART and CONTRACTOR previously entered into the First Amendment to the Agreement on November 3, 2023 to extend the term of the agreement through December 31, 2024 using the first available option in the Agreement and increase the not-to-exceed amount by \$81,084.00; and

WHEREAS, SMART and CONTRACTOR previously entered into the Second Agreement to the Agreement on November 20, 2024 to extend the term through December 31, 2025 using the second available option in the Agreement and increase the not-to-exceed amount by \$93,240.00 for a total not-to-exceed amount of \$244,824.00; and

WHEREAS, SMART desires to amend the Agreement to extend the term through December 31, 2026 using the third available option in the Agreement and increase the not-to-exceed amount by \$107,220.00 for a total not-to-exceed amount of \$352,044.00; and

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

**AGREEMENT**

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

“Section 5.02 CONTRACTOR shall be paid, as full compensation for the satisfactory completion of the work described in the Scope of Work (Exhibit A), for the negotiated amount of \$107,220.00, regardless of whether it takes CONTRACTOR more time to complete or costs are more than anticipated. The not-to-exceed (NTE) amount of \$352,044.00 for this Agreement includes labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs,

overhead and profit allowance, equipment, materials and supplies; in no case shall CONTRACTOR be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement. CONTRACTOR must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. SMART does not reimburse for travel time.”

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

“Section 6.01. The term of this Agreement shall remain in effect through December 31, 2026 with one (1) one-year option to extend thereafter at SMART’s sole discretion, unless terminated earlier in accordance with the provisions of Article 7 below.”

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

*SIGNATURE PAGE TO FOLLOW*

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

**SONOMA-MARIN AREA RAIL TRANSIT  
DISTRICT**

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

By \_\_\_\_\_  
Eddy Cumins, General Manager

**SUMMIT SIGNAL, INC**

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

By \_\_\_\_\_  
Danny Mihelcic, Secretary

**APPROVED AS TO FORM:**

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

By \_\_\_\_\_  
District Counsel



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

June 18, 2025

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

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

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**SUBJECT:** Oracle Licenses Fiscal Year 2026

**Kate Colin**  
Transportation Authority of Marin

Dear Board Members:

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

**RECOMMENDATIONS:**

Authorize the General Manager to Execute a three-year Contract for Oracle licenses with (2) one-year options. The annual not-to-exceed amount is \$383,763.57, with a total three year not-to-exceed of \$1,151,290.73.

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

**SUMMARY:**

Oracle has been SMART's financial system for the last ten years. It was first implemented in 2015 with very limited capabilities. Over the years, as we have grown and become more complex, we have continued to utilize more and more of the features that Oracle provides. We would like to continue to use Oracle and would like to execute a sole source public sector agreement that has a three-year fixed price and two (1) year options at an increase of 5% each year. See chart below for yearly pricing.

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

Year 1 - July 1, 2025 – June 30, 2026	\$383,763.57
Year 2 - July 1, 2026 – June 30, 2027	\$383,763.57
Year 3 - July 1, 2027 – June 30, 2028	\$383,763.57
Total Years 1-3	\$1,151,290.73
Option Year 1 – July 1, 2028 – June 30, 2029	\$402,951.74
Option Year 2 – July 1, 2029 – June 30, 2030	\$423,099.32

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

The pricing for Fiscal Year 2026 is a 16% increase over Fiscal Year 2025. There are three reasons for the increase: 1) We added a test environment; 2) Changed the pricing structure to allow for more users; and 3) price increase.

**Eddy Cumins**  
General Manager

**FISCAL IMPACT:** The funds are budgeted in the Fiscal Year 2026 budget being presented to the Board for adoption at this meeting.

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

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

Sincerely,  
/s/  
Heather McKillop  
Chief Financial Officer

Attachment(s): 1) Oracle Ordering Document  
2) Public Sector Agreement for Oracle Cloud Services  
Page 64 of 160





## ORDERING DOCUMENT

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA  
94065

<b>Name</b>	Sonoma Marin Area Rail Transit	<b>Contact</b>	Ken Hendricks
<b>Address</b>	5401 Old Redwood Hwy Ste 200 Petaluma CA 94954	<b>Phone Number</b>	7077943330
		<b>Email Address</b>	khendricks@sonomamarintrain.org

**Renew Subscription Term: 1-Jul-2025 to 30-Jun-2028**

Services Period: 36 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B73948 - Oracle Fusion Document Recognition Cloud Service - Hosted 1,000 Records	NORTH AMERICA	10	36 mo	19.25	6,928.42
B91080 - Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service - Hosted Named User	NORTH AMERICA	60	36 mo	8.13	17,551.99
B91083 - Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User	NORTH AMERICA	60	36 mo	5.23	11,290.75
Subtotal					35,771.16

**Expansion at Renewal Term: 30-Jun-2028**

Services Period: 36 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B91080 - Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service - Hosted Named User	NORTH AMERICA	40	36 mo	8.13	11,701.32
B91083 - Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User	NORTH AMERICA	40	36 mo	5.23	7,527.17
B91084 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Employee	NORTH AMERICA	1000	36 mo	14.60	525,645.54

Services Period: 36 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B91086 - Oracle Fusion Procurement Cloud Service - Hosted Employee	NORTH AMERICA	1000	36 mo	14.60	525,645.54
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	36 mo	1,250.00	45,000.00
Subtotal					1,115,519.57

Fee Description	Net Fee
Cloud Services Fees	1,151,290.73
Net Fees	1,151,290.73
Total Fees	1,151,290.73

## **A. Terms of Your Order**

### **1. Applicable Agreement:**

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-3879590

### **2. Cloud Payment Terms:**

a. Net 30 days from invoice date

### **3. Cloud Payment Frequency:**

a. Quarterly in Arrears, over a 36-month period.

### **4. Currency:**

a. US Dollars

### **5. Offer Valid through:**

a. 28-JUN-2025

## **6. Service Specifications**

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

## **7. Services Period**

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

## **B. Additional Order Terms**

### **1. Option Periods**

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for two (2) additional 12-month renewal periods (each an "Option Period") for the fees specified in the table above. Professional Services are not included in the Option Years.

Option Period 1 (commencing the day after the last day of the Services Period specified on this order): \$[Total 12 -month annualized Cloud Services fees for the Services Period under this order] x 1.05

Option Period 2: \$[Total 12-month annualized Cloud Services fees for Option Year 1] x 1.05

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

### **2. No Auto-Renewal**

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew

### **3. Non-Appropriation**

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

Sonoma Marin Area Rail Transit

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature Date \_\_\_\_\_

**BILL TO / SHIP TO INFORMATION**

Bill To		Ship To	
Customer Name	Sonoma Marin Area Rail Transit	Customer Name	Sonoma Marin Area Rail Transit
Customer Address	5401 Old Redwood Hwy Ste 200 Petaluma CA 94954	Customer Address	5401 Old Redwood Hwy Ste 200 Petaluma CA 94954
Contact Name	SMART Accounting^^	Contact Name	Ken Hendricks
Contact Phone	1-(707)794-3330	Contact Phone	7077943330
Contact Email	billing@sonomamarintrain.org	Contact Email	khendricks@sonomamarintrain.org



## PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

### 1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at <https://www.oracle.com/contracts/cloud-services>.

### 3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

#### **4. NONDISCLOSURE**

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

#### **5. PROTECTION OF YOUR CONTENT**

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

## **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. LIMITATION OF LIABILITY**

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

## **8. INDEMNIFICATION**

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

## **9. TERM AND TERMINATION**

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will



use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## **10. THIRD PARTY CONTENT, SERVICES AND WEBSITES**

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## **11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE**

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

## 12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

### **13. EXPORT**

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

### **14. FORCE MAJEURE**

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

### **15. UCITA**

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

## 16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

## 17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

## 18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

## 19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

## 20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

20.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

## 21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is \_\_\_\_\_. (DATE TO BE COMPLETED BY ORACLE)

**Sonoma Marin Area Rail Transit**

**Oracle America, Inc.**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

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

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

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Agreement No.: US-CSA-CPQ-3879590



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

June 18, 2025

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

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

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**SUBJECT:** Budget Amendment #12 - Amends the Fiscal Year 2024/2025 Adopted Freight Budget to increase expenditure authority.

**Kate Colin**  
Transportation Authority of Marin

Dear Board Members:

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

**RECOMMENDATIONS:**

Adopt Resolution No. 2025-17, amending Resolution No. 2024-19, the Fiscal Year 2024/2025 Adopted Budget to increase expenditure authority for freight.

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

**SUMMARY:**

The State of California plans to widen the SR 37 corridor between the SR 121 and Mare Island interchanges. This project will expand the highway to four lanes—two in each direction—across Solano and Sonoma Counties. It also includes the highway and railroad crossing identified as DOT #498708N, located near Railroad Mile Post B33.4 on SMART's Brazos Branch line.

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

Caltrans will fund SMART's review of the State's project plans to identify any potential conflicts and compliance requirements, at no cost to SMART. This action allocates \$12,500 of Caltrans funding specifically for this review.

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

Additionally, this action transfers \$301 from services and supplies to the Brazos Branch Bridge repair – Phase II, to cover a slight overrun in the purchase of bridge timbers.

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**FISCAL IMPACT:** There is no fiscal impact of this recommended changes.

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

**Eddy Cumins**  
General Manager

Sincerely,

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

/s/  
Heather McKillop  
Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2025-17 Budget Amendment #12 –Freight Adjustments
- 2) Appendix B to the Fiscal Year 2024/2025 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 AN INCREASE IN SPENDING 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; 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 approved Budget Amendment #6 to modify expenditure authority for the freight budget; and

**WHEREAS**, the Board approved Budget Amendment #7 to modify expenditure authority; and

**WHEREAS**, the Board approved Budget Amendment #8 to program revenues and increase expenditure authority for freight; and

**WHEREAS**, the Board approved Budget Amendment #9 to increase expenditure authority and modify position authority for freight; and

**WHEREAS**, the Board approved Budget Amendment #10 to modify expenditure authority; and

**WHEREAS**, the Board approved Budget Amendment #11 to modify position authority; and



**WHEREAS**, the Board desires to Amend the Annual Budget Resolution No. 2024-19 to increase expenditure authority for freight.

**NOW, THEREFORE, BE IT RESOLVED** that expenditure authority in Resolution No. 2024-19, Fiscal Year 2024-2025 Adopted Budget, 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 June, 2025, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chris Coursey, 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 Budget							
		FY25 Budget	Budget Amendment #6	Budget Amendment #8	Budget Amendment #9	Budget Amendment #11	Amended Budget
1	Beginning Fund Balance	\$ -	\$ -	\$ 213,236	\$ -		\$ 213,236
2	<b>Revenues</b>						
3	Caltrans	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ 12,500
4	State Grant (42341)	\$ 393,549	\$ -	\$ -	\$ -	\$ -	\$ 393,549
5	State Shortline Grant	\$ 83,960	\$ 45,816	\$ 270,000	\$ -	\$ -	\$ 399,776
6	Freight Movement Fees	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ 700,000
7	Leases	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ 270,000
8	Storage	\$ 104,800	\$ -	\$ -	\$ -	\$ -	\$ 104,800
9	45(g) Tax Credit & Misc. Revenues	\$ 253,000	\$ 340,000	\$ -	\$ -	\$ -	\$ 593,000
10	Total Revenues	\$ 1,805,309	\$ 385,816	\$ 270,000	\$ -	\$ 12,500	\$ 2,473,625
11	Total Revenues + Fund Balance	\$ 1,805,309	\$ 385,816	\$ 483,236	\$ -	\$ 12,500	\$ 2,686,861
12							
13		FY25 Budget	Difference				Difference
14							
15	Salaries & Benefits	\$ 870,099	\$ -	\$ -	\$ 77,575	\$ -	\$ 947,674
16	Service & Supplies	\$ 767,290	\$ 175,635	\$ -	\$ (15,791)	\$ (301)	\$ 926,833
17	Total Salaries, Benefits, Services, & Supplies	\$ 1,637,389	\$ 175,635	\$ -	\$ 61,784	\$ (301)	\$ 1,874,507
18	Balance	\$ 167,920	\$ 210,181	\$ 483,236	\$ (61,784)	\$ 12,801	\$ 812,354
19							
20		FY25 Budget	Difference				Difference
21							
22	Brazos Branch Bridge Repairs - Phase II	\$ 67,920	\$ -	\$ 540,000	\$ -	\$ 301	\$ 608,221
23	Tie Replacement	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
24	Grade Crossing Repair	\$ 100,000	\$ 41,633	\$ -	\$ -	\$ -	\$ 141,633
25	SR 37 Grade Crossing PE Review	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ 12,500
26	Total Capital & State of Good Repair	\$ 167,920	\$ 91,633	\$ 540,000	\$ -	\$ 12,801	\$ 812,354
27	Balance	\$ -	\$ 118,548	\$ (56,764)	\$ (61,784)	\$ -	\$ -



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma 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)

June 18, 2025

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

**SUBJECT:** Fiscal Year 2025-2026 Annual Budget Adoption

Dear Board Members:

**RECOMMENDATIONS:**

Approve Resolution No. 2025-19, adopting the Fiscal Year 2025-2026 Annual Budget and Resolution No. 2025-18 declaring and ratifying the annual appropriation limit for Fiscal Year 2025-2026

**SUMMARY:**

The Fiscal Year 2025-2026 draft budget was presented to the Board of Directors on May 21, 2025, and was available for review and comment between May 9, 2025 to June 2, 2025.

Passenger Rail and Pathways

For Fiscal Year 2025-2026, total revenues are estimated at \$84.1 million and the total expenditures are estimated at \$90.3 million. Expenditures are greater than revenues by \$6.2 million which will reduce the estimated fund balance at the end of Fiscal Year 2025-2026 to \$55.3 million.

Freight Rail

For Fiscal Year 2025-2026, total revenues are estimated at \$2.7 million and total expenditures are estimated at \$2.7 million. Expenditures equal revenues which will leave freight with a zero fund balance at the end of the Fiscal Year 2025-2026.

Changes since May 21, 2025 Draft Document

Passenger Rail and Pathways

- Revenues
  - Increased Measure Q amount by \$2,035,000 in line with projection from MuniServices (still using the conservative estimate) for a total Measure Q amount of \$48,300,300
  - Increased the Measure Q Roll forward by \$157,151.03 for the DMU Fiberglass Molds that will not be arriving until July 2025 for a total roll forward amount of \$3,975,611

- Increased 5307 Federal Funds amount by \$398,532 to \$4,246,710 based on updated FTA apportionment through MTC
- Decreased 5337 Federal Funds amount by \$704,459 for a total of \$4,937,716 in accordance with FTA apportionment through MTC
- SRA State Rail Assistance funds increased by \$200,000 to \$3,700,000 based on the annual allocation cap
- STA State Transit Assistance (Population) figure increased by \$42,817 for a total of \$1,309,770
- STA-SGR increased by \$22,549 to \$363,183
- Fare Revenues – Shuttle increased by \$6,000 for total of \$8,000 in line with actuals from current year
- On Appendix A, created a new line for “Transfer from Corridor Reserve” and eliminated the \$1,500,000 that had previously been listed under “Transfer from Capital Fund”
- Expenses
  - Administrative Salaries and Benefits costs increased by \$130,874 with added Marketing and Communications Coordinator position (for a total of two of these roles)
  - Administrative Services and Supplies increased by \$144,150 due to increases in Marketing and Outreach costs, as well as small, newly discovered increases to contracts within the Information Systems department
  - Facility Capital Projects: increased by \$224,000 to include the Civic Center Kiss & Ride as a capital project for a total Capital Facility Projects amount of \$6,683,886
  - Equipment Capital Projects: increased by \$157,151.03 for DMU Fiberglass Molds not arriving until Fiscal Year 2026 for total Capital Equipment Projects amount of \$2,576,151

### *Freight Rail*

- Revenues
  - Increased CA Priority Legislative Budget Projects budgeted grant amount by \$57,120 for a total of \$237,647
  - Increased the State Shortline grant by \$77,120 for a total grant amount of \$337,771
- Expenses
  - Increased the Grade Crossing Repair at Grandview by \$134,240 for a total project cost of \$154,240

### *Appendices Updated based on Changes*

- Appendix A – Passenger Rail Overview of Sources and Uses
- Appendix B – Freight Rail Overview of Sources and Uses
- Appendix C – Position Authorization

### *Appendices Included*

- Appendix F – Appropriation Calculation
- Appendix G – Organizational Chart

Comments on the Draft Budget

The public comment period was open between May 9, 2025, and June 2, 2025. We received one (1) comment. Please see the attached for details on that comment. There were no resulting changes to the budget.

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

Sincerely,

/s/

Heather McKillop  
Chief Financial Officer

Attachment(s):

- 1) Public Comments
- 2) Fiscal Year 2025-2026 Annual Budget
- 3) Resolution No. 2025-19 – Fiscal Year 2024-2025 Annual Budget
- 4) Resolution No. 2025-18 – Annual Appropriation Limit Fiscal Year 20205-2026 Budget

## Fiscal Year 2025/2026 Budget Comments

Date Received	Comment	Response
5/27/25	<p>Friends of SMART (FoS) Freight Group recommends that the following items be added to the Freight section of the 2025 SMART draft budget. The transportation of freight is a business function of the railroad and as such has different issues and requirements than does the passenger side of the operation. There is an obsolete and what many call a misleading study from 2021 now posted in the Documents section of the SMART website. People with knowledge of the study, question whether the company (person) conducting the study actually did have “boots on the ground” in Sonoma County when the study was conducted. Therefore, we recommend the following be included as “Actions” or “Goals” in the Draft.</p> <p>1) As an Action, authorize a new freight by rail business study to include the new Windsor extension and the future extensions to Lytton Station Road and Cloverdale. The business potential via transloading of freight also needs to also be included in this new study. The new study is best performed by an outside consultancy that is well versed in the railroad transportation business, (not the one employed previously). Because of the negativity included in the 2021 study, this action needs to be listed as a priority in advance of the sales tax extension initiative.</p> <p>2) As originating outbound freight by rail is more profitable than inbound rail freight, it is essential for a profitable business. Thus, securing these types of customers should be listed as a “Goal”.</p> <p>3) As another Goal SMART needs to develop a policy and financial plan to invest in the addition of switches and spurs in order to serve new freight customers with the expectation of recovering the cost of installation in shipping fees. This is how the rail industry operates.</p> <p>4) As an Action, to achieve these goals a dedicated Freight business salesperson needs to be employed. Good salespeople are more effectively incentivized by healthy commissions rather than large salaries. A possible alternative action to maintaining the freight business in house, is for SMART to partner or subcontract this business to a separate company with experience marketing freight services. Given this possibility, then the area under study for the freight business (Item 1) should be extended to include potential business opportunities created by the restoration of the old NWP line from Cloverdale to Willits. Such a study of this area was a recommendation included in SB 1029 and it would be financially wise for SMART to have such a study in hand. Friends of SMART is on record as supporting “Rails with Trail” north to Willits as is our local State Assemblyman.</p>	<p>Your comments on SMART's Fiscal Year 2025/2026 Budget have been received. Thank you for your comments.</p>

## Fiscal Year 2025/2026 Budget Comments

	<p>For clarity purposes, the usage of the terms “Goals” and “Actions” need to be reviewed. A “Goal” per Wikipedia, is an idea of the future or desired result that a person or a group of people envision, plan, and commit to achieve. This is very applicable to this document. “Actions” are programs or group work issues that are established to reach certain specified goals.</p>	
--	--	--





# SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

## BUDGET

### FISCAL YEAR 2025-2026





## SMART BOARD OF DIRECTORS

Chris Coursey, Chair, Sonoma County Board of Supervisors

Mary Sackett, Vice Chair, Marin County Board of Supervisors

Ariel Kelley, Sonoma County Mayors' and Councilmembers Association

Barbara Pahre, Golden Gate Bridge, Highway and Transportation District

David Rabbitt, Sonoma County Board of Supervisors

Eric Lucan, Marin County Board of Supervisors

Gabe Paulson, Marin County Council of Mayors and Councilmembers

Janice Cader Thompson, Sonoma County Mayors' and Councilmembers Association

Kate Colin, Transportation Authority of Marin

Mark Milberg, Transportation Authority of Marin

Patty Garbarino, Golden Gate Bridge, Highway and Transportation District

Victoria Fleming, Sonoma County Mayors' and Councilmembers Association

## CITIZENS OVERSIGHT COMMITTEE

Dani Sheehan-Meyer, Chair, Sonoma County

Thomas Engdahl, Vice Chair, Marin County

Anthony Nachor, Marin County

Emma Mann, Sonoma County

Jefferson Reyes Diaz, Marin County

Kevin Hagerty, Marin County

Matthew Larrabure, Sonoma County

Richard Gregory Johnson, Sonoma County

Sandi McCubbin, Sonoma County

# TABLE OF CONTENTS

---

SMART Board of Directors.....	2
Citizens Oversight Committee.....	2
Smart Executive Management.....	5
About SMART.....	6
SMART's History.....	8
SMART Passenger Rail and Pathway System.....	9
SMART System Map.....	10
Mission, Vision, and Values.....	11
Fiscal Year 2025 Progress Toward SMART's Goals.....	12
Performance Measures – National Transit Database.....	14
Fiscal Year 2026 – Budgeting For Success.....	16
Budget Cycle.....	18
Basis of Budgeting.....	18
Fund Structure.....	18
Budget Overview.....	19
Fiscal Year 2025 and Fiscal Year 2026 Comparison.....	20
Revenues.....	21
Fiscal Year 2026 Estimated Revenues.....	22
Sales Tax.....	24
State Revenue.....	25
Federal Revenues.....	27
State Funds – Project Specific.....	28
Regional Funds – Project Specific.....	28
Local Governments/Private Sector – Project Specific.....	28
Other SMART Revenues.....	29
Expenditures by Pillar.....	30
Ridership.....	30
Pathway.....	31
Extensions.....	32
Freight.....	33

Expenditures.....	34
Passenger Rail and Pathway Operations.....	34
Administration.....	37
Projects .....	41
Non-Capital Projects .....	41
State of Good Repair and Capital Projects.....	44
Freight .....	47
Freight Revenues.....	49
Freight Expenses .....	50
Reserves .....	51
Debt .....	52
Appendix A – Passenger Rail Overview Sources .....	53
Appendix A – Passenger Rail Overview Uses .....	54
Appendix B – Freight Overview of Sources and Uses .....	55
Appendix C – Position Authorization.....	56
Appendix D – Statistical Information .....	58
Appendix E – Statement of Investment Policy.....	62
Appendix F – Appropriation Calculation .....	67
Appendix G – Organizational Chart .....	68



## SMART EXECUTIVE MANAGEMENT

Eddy Cumins, General Manager

Bill Gamlen, Chief Engineer

Heather McKillop, Chief Financial Officer

Jessica Sutherland, General Counsel

Marc Bader, Chief Operating Officer

## ABOUT SMART

---

The Sonoma-Marin Area Rail Transit (SMART) District was established by the California Legislature with the authorization of Assembly Bill 2224 in 2002. The SMART District includes Sonoma and Marin Counties and was created to provide the unified and comprehensive structure for ownership and governance of the passenger and freight rail system within Sonoma and Marin Counties, as well as to provide passenger and freight train service along the existing publicly owned railroad right-of-way.

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

In March of 2022, SMART assumed the right-of-way between Healdsburg and the Mendocino County line from the North Coast Rail Authority (NCRA) and the freight operations on the Brazos Branch from the Northwestern Pacific Railroad Company (NWPCo), the service operator from Napa County to Petaluma since 2011.

Passenger rail service is provided by diesel multiple unit (DMU) rail vehicles utilizing one of the first Positive Train Control systems for passenger rail. In late 2019, two new stations were built in Downtown Novato and Larkspur, facilitating connection to the regional Ferry to San Francisco. These two stations in Marin County brought rail service to its current total of 45 miles. In January of 2025, SMART opened its newest infill station, Petaluma North, for a total of 13 passenger stations. The rail and pathway extension to Windsor opened in May 2025 and will increase the number of passenger stations to 14 and the length of SMART's system to 48 miles.

SMART is currently operating at its highest levels of service ever, with 42 weekday trips and 16 weekend trips.

As of 2024, SMART and partner agencies had constructed 28 miles of bicycle/pedestrian pathway, including 21 miles of Class I pathway, on its right-of-way. The pathway connects to the stations where cyclists can find secure parking or can bring their bicycles on-board the train. With the additions opening in 2025, SMART is adding 9.2 miles, for a total length of pathway of 37.2 miles.





## SMART'S HISTORY

2002	The SMART District was created by the California Legislature
2008	SMART's ¼ cent sales tax was passed
August 2017	Service started between San Rafael and Santa Rosa Airport to include 34 weekday trips and 10 weekend trips
October 2017	Tubbs Fire
January 2019	SMART reaches the One Millionth Rider mark
February 2019	Area flooding
October 2019	Kincade Fire
December 2019	Larkspur Extension and Downtown Novato Station open
January 2020	Service increases to 38 weekday trips
March 2020	COVID-19 Shelter-in-Place orders; weekday trips reduced to 16 and weekend service annulled
August 2020	LNU Lighting Complex Fires
Spring 2021	Fares lowered by 40%; 10 additional weekday trips are added for a total of 26 weekday trips; Saturday service returns
March 2022	Assumed freight operations from the Northwestern Pacific Railroad Company (NWPCo.)
June 2022	Additional 10 weekday trips added for a total of 36 weekday trips
September 2022	Launched real-time map and arrival prediction tool on SMART website
October 2022	Additional two weekday trips are added for a total of 38 weekday trips
June 2023	Launched free Summer Youth Pass
June 2023	Commenced new SMART Connect service at Sonoma Co. Airport Station
July 2023	Reduced 31-day pass price by 15% to reflect hybrid work schedule of 3 days a week in office
October 2023	Added one weekend round trip for total of 16 weekend trips
November 2023	Groundbreaking for Petaluma North Station and pathways
November 2023	Secured funding to complete previously suspended work on the Windsor Extension and re-engaged contractors
Spring 2024	Strategic Plan listening sessions held to inform the Strategic Plan update
April 2024	Youth and Seniors Ride Free Program implemented
June 2024	Launched SMART Connect shuttle at Larkspur
August 2024	Additional four weekday trips added for a total of 42 weekday trips
December 2024	SMART's 2025-2030 Strategic Plan adopted

January 2025	Opened Petaluma North Station and completed the McDowell Boulevard grade crossing and paving work
January 2025	McInnis Pathway construction completed and pathway opened
May 2025	Windsor Extension completed, Windsor Station opened
May 2025	Pathway segment from Airport Boulevard in Santa Rosa to Windsor Road in Windsor opened as part of the Windsor Extension project
June 30, 2025	Healdsburg Extension Progressive Design-Build bid closing

## SMART PASSENGER RAIL & PATHWAY SYSTEM

### SYSTEM STATISTICS

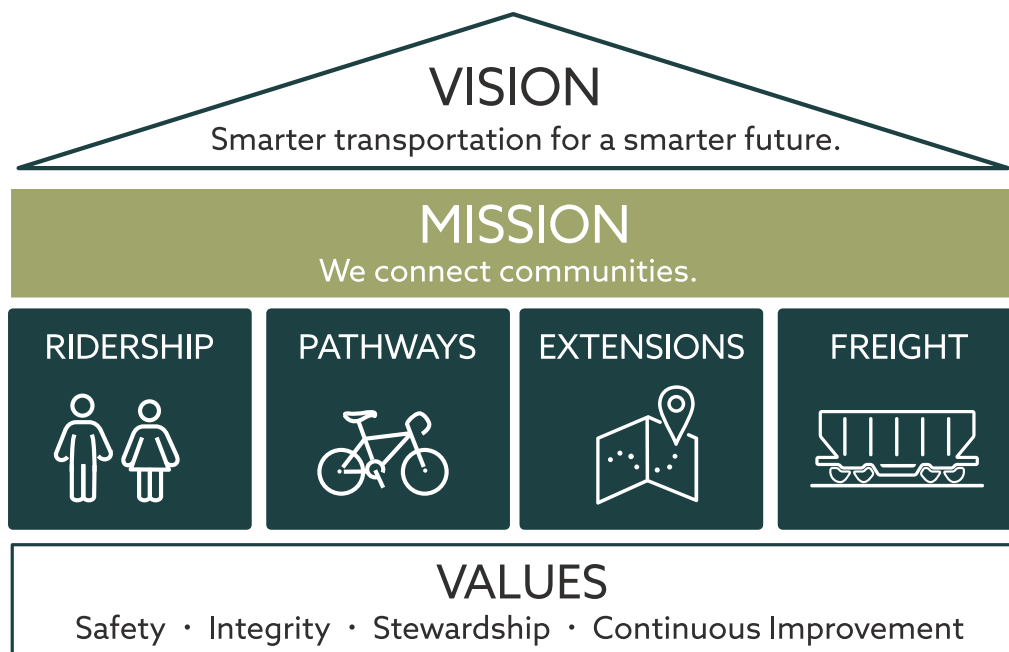
- Forty-eight (48) miles rail corridor – connecting the Larkspur Ferry to the Town of Windsor
- Thirty-three (33) miles of pathway maintained by SMART and its partners, providing a first/ last mile connection to the rail corridor
- Fourteen (14) stations constructed and open as of the end of June 2025
- Seven (7) park-n-ride lots (inclusive of Windsor)
- Seventy-four (74) public crossings
- Thirty-five (35) bridges
- Two (2) tunnels
- Fleet of eighteen (18) Diesel Multiple Units (DMUs)



## SMART SYSTEM MAP



# MISSION, VISION, AND VALUES



In Fiscal Year 2022, the Board of Directors established and approved SMART's Vision, Mission, Objectives, and Values. In Fiscal Year 2023, strategies for these objectives were developed and presented. In Fiscal Year 2025, guided by the Citizen's Oversight Committee, the Board of Directors approved the Strategic Plan 2025-2030, which identifies a robust set of strategies

to achieve identified goals around SMART's four pillars: Ridership, Pathways, Extensions, and Freight. SMART's 2025-2030 Strategic Plan incorporated many of the existing SMART services, projects, and initiatives funded and implemented in Fiscal Years 2024 and 2025, while identifying new strategies and actions to guide the agency through 2030.

## FISCAL YEAR 2025 PROGRESS TOWARD SMART'S GOALS

While the Strategic Plan was adopted in the second quarter of Fiscal Year 2025, the 2025 Budget was developed to support and implement its core goals. The following sections present the projects delivered under each of the four strategic objective areas.

### Ridership

The Fiscal Year 2025 Budget aimed to increase ridership through a range of initiatives, including the opening of new stations as the system moves toward full buildout. As such, SMART entered the new year by opening the Petaluma North Station, the City of Petaluma's second station. In May 2025, the Windsor Station opened, extending the system an additional three miles to the north. This marks a significant milestone in SMART's development, and the first extension of the SMART system since the Larkspur Station opened in 2019. This station adds Windsor into the SMART network and completes a project that began back in 2019, was suspended in 2020, and was then reactivated in 2023. While ridership has been increasing steadily over the last several years, these new connections will bring a wave of new users to SMART.

SMART increased its service in Fiscal Year 2025 by implementing two additional weekday round trips, bringing the total number of weekday trips to forty-two (42). This increased the number of trains during weekdays better serving community members traveling for work, school, or leisure. Through the strategic addition of service, SMART has increased both peak hour and off-peak ridership in Fiscal Year 2025. SMART continued to provide additional service for events like the Marin County Fair, Giants games, and the Butter and Eggs Festival.

The Youth and Seniors Ride Free program began in April 2024 and has led to increases in youth, senior, and adult ridership. Comparing ridership data for March 2024 and March 2025, SMART saw an increase in youth ridership of 130%, an increase in senior ridership of 71%, and an increase in adult riders of 11%. Youth and seniors now make up an estimated 42% of SMART riders, mirroring

the demographic patterns in Sonoma and Marin Counties. The increased ridership among both fare-paying and free-fare riders points to the success of this program and other efforts to grow ridership.

The SMART Shuttle added a second location in June of 2024 with the SMART Connect Larkspur Shuttle, linking the Larkspur station to the Ferry Terminal. This is in addition to the already existing SMART Connect Airport Shuttle, that connects SMART's Airport Station with the Sonoma County Airport. The Larkspur Shuttle is funded through a partnership between SMART, the Golden Gate Bridge Highway and Transportation District, and the Transportation Authority of Marin. While the initial offering of the Larkspur Shuttle was four days a week, positive customer feedback led to an expansion of service in April 2025 to seven days a week. Both shuttles now operate daily, providing SMART riders with an integral first and last mile connection.

To further increase ridership, SMART has closely monitored the system to improve its service and enhance rider experience. The rollout of real-time Public Information Display Signs occurred over the winter, and now provide the public with real-time information on train arrival times at every station platform. Working with partner agencies, SMART has collaborated to facilitate regional connectivity through the Marin-Sonoma Coordinated Transit Service Plan (MASCOTS) to integrate public transportation service in the North Bay. SMART has increased coordination efforts with transit providers to improve bus and ferry connections and adjust wherever necessary and possible. As a result of these projects, services, programs, and enhancements, SMART is currently outpacing its Fiscal Year 2025 ridership estimate of 904,200 riders and has surpassed 1,000,000 annual riders for the first time since its inception.

### Pathway

The Fiscal Year 2025 Budget funded the design and construction of several pathway segments. The McInnis to Smith Ranch pathway segment was opened in January, adding 0.9 miles of multi-use pathway for public use. The Windsor Extension adds three miles of pathway from Airport Boulevard in unincorporated Santa Rosa to Windsor River Road

in Windsor. Completing these segments substantially advances SMART's progress toward building a continuous pathway for the public that provides connections to SMART stations and the communities in the North Bay for cyclists and pedestrians.

The Joe Rodota to Third Street pathway segment in Santa Rosa had planned to commence construction in Fiscal Year 2025, but due to increased project costs, construction was postponed until those funding challenges could be addressed. Funds have been allocated in the Fiscal Year 2026 budget and the project has been combined with City of Santa Rosa work, as well as work requested and funded by a private developer to take advantage of economies of scale.

Two segments – from Guerneville Road to Airport Boulevard in Santa Rosa and from Hanna Ranch Road to Vintage Way in Novato – were planned to start construction in Fiscal Year 2025, but are moving into the construction phase in Fiscal Year 2026 due to funding and permitting requirements. The Puerto Suello pathway design project was procured and initiated in Fiscal Year 2025 and will continue work into the new fiscal year. There are remaining pathway segments in Marin and Sonoma Counties that are still in the design stage, which will continue into Fiscal Year 2026.

## Extensions

In Fiscal Year 2025, SMART completed and opened the Petaluma North Station and the Windsor Extension, significantly expanding SMART's system, bringing rail service and pathways to the residential communities in northern Petaluma and Windsor.

SMART had planned to enter the design phase of the Healdsburg Extension in Fiscal Year 2025. The development of the progressive design-build strategy has required significant staff time, and therefore the procurement and award stage of the process will extend into Fiscal Year 2026. Currently, Fiscal Year 2026 only includes initial funding for the project.

During Fiscal Year 2025, SMART succeeded in having the Plan Bay Area amended to include SMART system extensions north to Healdsburg and Cloverdale. Securing the inclusion of SMART's

extensions in Plan Bay Area was a key action outlined in the Strategic Plan, and it makes the Healdsburg and Cloverdale extensions eligible for design and construction funding.

SMART is involved in planning activities related to the East/West Rail Highway 37 Corridor Project and will continue to participate in corridor activities. Working with partners, SMART seeks to incorporate rail into the corridor project. SMART's engineering team is working with Caltrans on a rail service plan analysis.

## Freight

In Fiscal Year 2025, the Freight Division secured \$4 million of funding through the State of California for operations, capital, and State of Good Repair projects. While not the \$10 million that had been hoped for, this amount will allow freight to move into the Fiscal Year 2026 without immediate fiscal pressure. The new funds allowed additional projects to be added in Fiscal Year 2025 for maintenance of three of the bridges. In Fiscal Year 2025, the timbers were purchased to address long lead times, and the engineering department has prepared documents to allow for procurement of construction, which will begin in Fiscal Year 2026.

Additionally, SMART partnered with Caltrans to complete the grade crossing repair in front of the Schellville Depot in Fiscal Year 2025.

The freight division of SMART continues to seek out additional customers and ways to increase revenue. Freight's storage customer is currently storing cars at its Schellville location. While overall freight has held steady in revenue generation, it is actively working to advance strategies to increase its revenues.

## PERFORMANCE MEASURES – NATIONAL TRANSIT DATABASE (NTD)

After data reporting was required by Congress in 1974, the Federal Transit Administration's National Transit Database (NTD) was established as the system of record to track the financial, operating and asset conditions of American transit systems. The NTD records the financial, operating, and asset condition of transit systems helping to keep track of the industry and provide publicly available information and statistics. The NTD is designed to support local, state and regional planning efforts and to help governments and other decision-makers

make multi-year comparisons and trend analyses. It contains a wealth of information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

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

NTD Metrics	2020	2021	2022	2023	2024
Boardings	567,103	122,849	354,328	640,099	850,270
Vehicle Revenue Miles	821,415	398,291	679,245	977,309	1,013,842
Passenger Miles	13,516,234	3,148,345	7,855,912	13,922,153	18,401,990
Operating Expense	\$28,757,008	\$24,833,822	\$27,834,598	\$30,585,066	\$35,581,765
Operating Cost per Vehicle Revenue Mile	\$35.01	\$62.35	\$40.98	\$31.30	\$35.10
Operating Cost per Passenger Mile	\$2.13	\$7.89	\$3.54	\$2.20	\$1.93
Passenger Trips per Vehicle Revenue Mile	0.7	0.3	0.5	0.7	0.8
Investment Per Passenger Mile (IPPM) = (Cost - Fare/ Passenger Miles)	\$1.90	\$7.66	\$3.38	\$2.07	\$1.81
Fare Revenues	\$3,090,457	\$706,938	\$1,283,112	\$1,800,747	\$2,192,253
Farebox Recovery (Fare Revenues/ Operating Expense)	11%	3%	5%	6%	6%
Average Fare (Fares/ Boardings)	\$5.45	\$5.75	\$3.62	\$2.81	\$2.58
Cost per Boarding (Operating Expense/ Boardings)	\$50.71	\$202.15	\$78.56	\$47.78	\$41.85
Subsidy per Boarding [(Cost - Fare)/ Boardings]	\$45.00	\$196.39	\$74.93	\$44.97	\$39.27

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

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





## FISCAL YEAR 2026 – BUDGETING FOR SUCCESS: DEVELOPING A BUDGET THAT ADVANCES THE STRATEGIC PLAN GOALS

The five-year Strategic Plan provides a financial roadmap for achieving SMART's goals, as it informs the allocation of resources, investment decisions, and budgeting strategies needed to execute those goals. With each annual budget, SMART assesses requirements to meet its obligations, namely debt service, reserves, as well as operations and maintenance expenditures. After funding these obligations, SMART evaluates revenues for capital and state of good repair projects. SMART leadership and finance staff look at specific projects and initiatives requested to determine how they fit into the priorities set by the Strategic Plan across capital, operating, and administrative budgets. While many of the plan's actions are already partially or fully funded, other activities and initiatives have not yet have received funding, either from outside sources or internal sales and use tax funds.

For the Fiscal Year 2026 Budget, funding was prioritized as detailed here to ensure that the budget supports the implementation of the Strategic Plan. Listed below are the Strategic Plan's five-year goals and the strategies that inform the Fiscal Year 2026 Budget.

### Ridership Goal: Increase to 5,000 riders per day

Strategies to advance this goal in Fiscal Year 2026:

- Maintain SMART's system at the utmost state of good repair, providing reliability, safety, cleanliness, and accessibility for all riders
- Work with other transit providers to improve connections for easier first/last mile
- SMART Connect Shuttle service 7 days a week for improved first/last mile
- Continue affordable and user-friendly fare programs through the extension of the Youth and Seniors Fare Free program
- Complete SMART's Quality of Life Study
- Enrich the customer experience with an upgrade

to the SMART website

- Continue monitoring the system/ridership and adjusting where necessary
- FY26 Ridership estimate: 1,120,000

### Pathway Goal: Maintain existing pathway, design and construct planned pathway, enhance user experience

Strategies to advance this goal in Fiscal Year 2026:

- Maintain the existing pathway in a state of good repair
- Construct the Joe Rodota to Third Street pathway segment
- Complete preliminary design work for the Puerto Suello Tunnel segment
- Initiate construction of Hanna Ranch to Vintage Way in Novato and Guerneville Road to Airport Boulevard in Santa Rosa pathway segments
- Complete design and permitting stage of pathways, ensure all segments are shovel ready
- Pursue grant funding for unfunded segments
- Brainstorm ways to improve pathway for users, and investigate possible funding partners



Figure: Strategic Plan-Budget Feedback Loop



- Expand the information available about the pathway on SMART's website

### **Extension Goal: Complete system extension to Cloverdale and explore planning the development of east/west alignment**

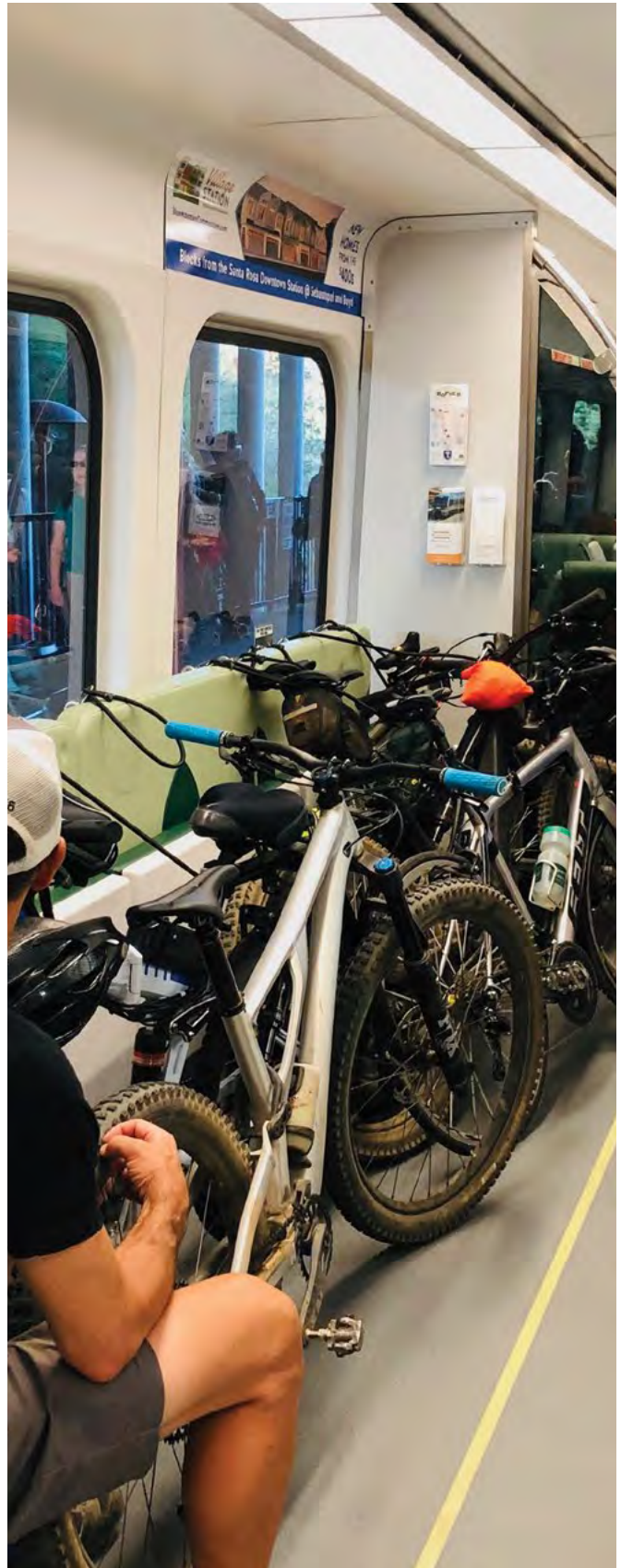
Strategies to advance this goal in Fiscal Year 2026:

- Healdsburg Extension – award progressive design-build contract, initiate first package(s)
- Pursue funding for extension north to Cloverdale
- East/ West Rail
  - Continue participation in Highway 37 corridor activities
  - Work with partners to incorporate rail into the project
  - Complete Caltrans rail service plan analysis
  - Continue to partner with Caltrans and FRA Corridor ID Program through SMART East-West project development and subsequent phases

### **Freight Goal: Ensure long-term sustainability of freight operations**

Strategies to advance this goal in Fiscal Year 2026:

- Market freight and storage opportunities at SMART to acquire new business and increase annual revenue
- Leverage storage track at Schellville and Burdell
- Promote transload opportunities at Victory Station (Schellville)
- Evaluate potential fee increase
- Conduct required maintenance on bridges, track, crossings, equipment, and other components of the freight operation





## BUDGET CYCLE

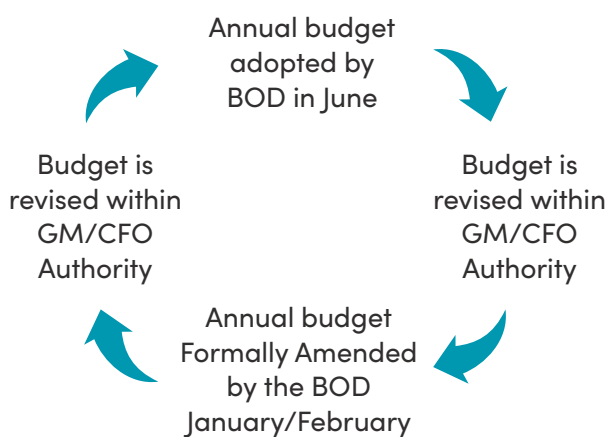
The Administrative Code of SMART, as adopted by the Board of Directors in July 2013, provides that the Board of Directors will adopt an annual budget no later than the District's June meeting for the ensuing fiscal year.

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

Budget adjustments can be made and approved by the Chief Financial Officer as long as total expenditures in the Board-adopted Budget are not exceeded. In the event that total expenditures need to be increased, a budget amendment must be presented to the Board of Directors for approval.

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

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



## BASIS OF BUDGETING

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

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

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

## FUND STRUCTURE

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

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

# BUDGET OVERVIEW

---

## PASSENGER

The Fiscal Year 2026 revenue estimate for passenger rail and pathways totals \$84.1 million. Compared to \$124.4 million in Fiscal Year 2025, Fiscal Year 2026 revenues appear lower because many large capital construction projects were completed in Fiscal Year 2025. For example, revenues related to design and construction projects for pathways and extensions total \$7.5 million in Fiscal Year 2026 as compared to \$43.3 million in Fiscal Year 2025.

SMART will receive Federal 5337 funds for State of Good Repair projects in this fiscal year, allowing the agency to undertake necessary maintenance, replacement, and rehabilitation projects. These 5337 funds in the amount of \$4.9 million are in addition to the State and Federal grants which provide \$13.2 million of formula funds to support to the Fiscal Year 2026 operating budget.



## FISCAL YEAR 2025 & FISCAL YEAR 2026 COMPARISON

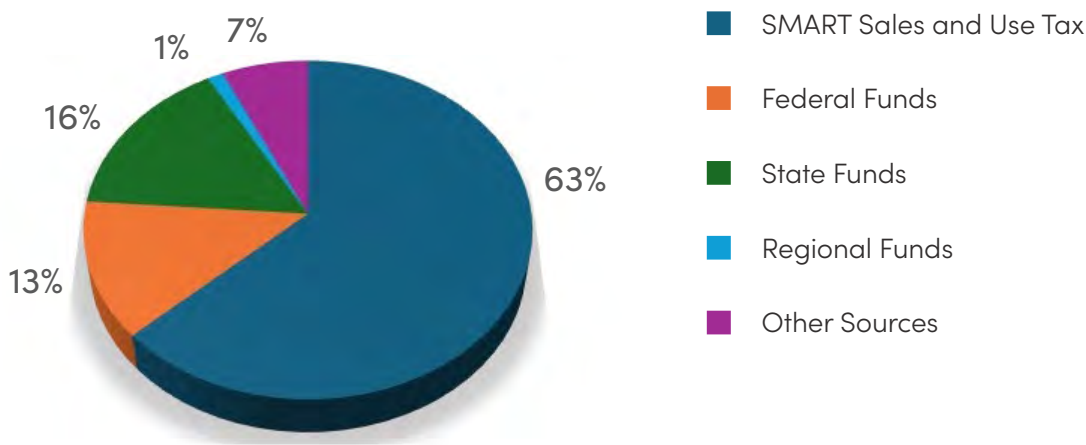
Fund Balance	FY25 Amended Budget	FY26 Budget	Difference
Beginning Fund Balance	\$81,342,877	\$61,508,650	\$(19,834,227)

Revenues	FY25 Amended Budget	FY26 Budget	Difference
SMART S&U Tax	\$53,570,427	\$53,092,115	\$(478,312)
Federal Funds	\$8,444,271	\$10,967,776	\$2,523,505
State Funds	\$54,788,550	\$13,250,797	\$(41,537,753)
Regional Funds	\$1,276,000	\$1,048,400	\$(227,600)
Other Sources	\$6,333,036	\$5,739,161	\$(593,875)
Total Revenues	\$124,412,284	\$84,098,249	\$(40,314,035)

Expenditures	FY25 Amended Budget	FY26 Budget	Difference
Debt Service	\$16,904,116	\$16,996,844	\$92,728
Salaries & Benefits	\$28,822,096	\$30,549,100	\$1,727,004
- Reduction for Salaries Charged to Projects	\$(1,655,611)	\$(1,663,687)	\$(8,076)
- Reduction for Admin Salaries & Services to Freight	\$(32,895)	\$(34,944)	\$(2,049)
Services & Supplies	\$19,367,741	\$18,382,301	\$(985,440)
Contribution to OPEB/CalPERS Liability Fund	\$1,000,000	\$750,000	\$(250,000)
Vehicle/Equipment Capital Reserve	\$2,000,000	\$1,000,000	\$(1,000,000)
Operating Reserve	\$450,346	\$1,231,027	\$780,681
Projects			
Non-Capital	\$4,632,481	\$4,658,214	\$25,733
State of Good Repair	\$1,164,218	\$8,831,723	\$7,667,505
Equipment	\$886,108	\$2,576,151	\$1,690,043
Facilities	\$65,944,804	\$6,683,886	\$(59,260,918)
Infrastructure	\$2,484,052	\$-	\$(2,484,052)
Non-Revenue Vehicles	\$971,305	\$346,000	\$(625,305)
Land Acquired	\$1,307,750	\$-	\$-
Total Expenditures	\$144,246,511	\$90,306,615	\$(52,632,146)

# REVENUES

## FY26 ESTIMATED REVENUES



## FISCAL YEAR 2026 ESTIMATED REVENUES

Revenues by Funding Sources	FY26
Sales and Use Tax	
Measure Q	\$48,300,300
Measure Q Cost of Collection	\$(683,796)
Net Sales & Use Tax	\$47,616,504
Measure Q Roll forward	\$3,975,611
Transfer from Reserve Funds	\$1,500,000
<b>Subtotal</b>	<b>\$53,092,115</b>
Federal Funds	
5307 - Urbanized Area Formula Funds	\$4,246,710
5337 - Federal State of Good Repair Funds	\$4,937,716
Community Project Funds - Discretionary Earmark	\$1,520,000
Quick Strike (CMAQ) McInnis to Smith Ranch Rd Pathway	\$-
FRA - Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$-
FRA - Suicide Prevention Grant	\$-
FTA / OBAG 2 - Hanna Ranch to Vintage Way	\$91,600
FTA/ OBAG 3 - Hanna Ranch to Vintage Way	\$171,750
<b>Subtotal</b>	<b>\$10,967,776</b>
State Funds	
AHSC - Affordable Housing and Sustainable Communities	\$1,610,000
Caltrans Sustainability Communities Competitive Planning Grant	\$159,354
ITIP - Complete Streets	\$896,000
LCTOP - Low Carbon Transit Operating Program	\$760,918
LPP - Local Partner Program	\$727,443
SB1 - SRA - State Rail Assistance	\$3,700,000
STA - State of Good Repair (SGR)	\$363,183
STA - State Transit Assistance (Revenue)	\$2,094,129
STA - State Transit Assistance (Population)	\$1,309,770
TIRCP - Windsor to Healdsburg (Design)	\$1,380,000
State Funds - Shuttle Service	\$250,000
<b>Subtotal</b>	<b>\$13,250,797</b>
Regional Funds	
RM3 - Civic Center Kiss-n-Ride	\$224,000
RM3 - Hanna Ranch to Vintage Way	\$824,400
<b>Subtotal</b>	<b>\$1,048,400</b>
Other Sources	
Advertising	\$175,000
Charges for Services	\$112,851
Fares - Passenger Rail	\$2,541,000
Fares - Shuttle	\$8,000
Interest Earning	\$800,000
Misc.	\$55,885
Parking	\$17,580
Rent - Real Estate	\$494,025
Other Governments/ Private Sector	\$1,534,821
<b>Subtotal</b>	<b>\$5,739,161</b>
<b>Total Revenues</b>	<b>\$84,098,249</b>



## THE FLOW OF FUNDING

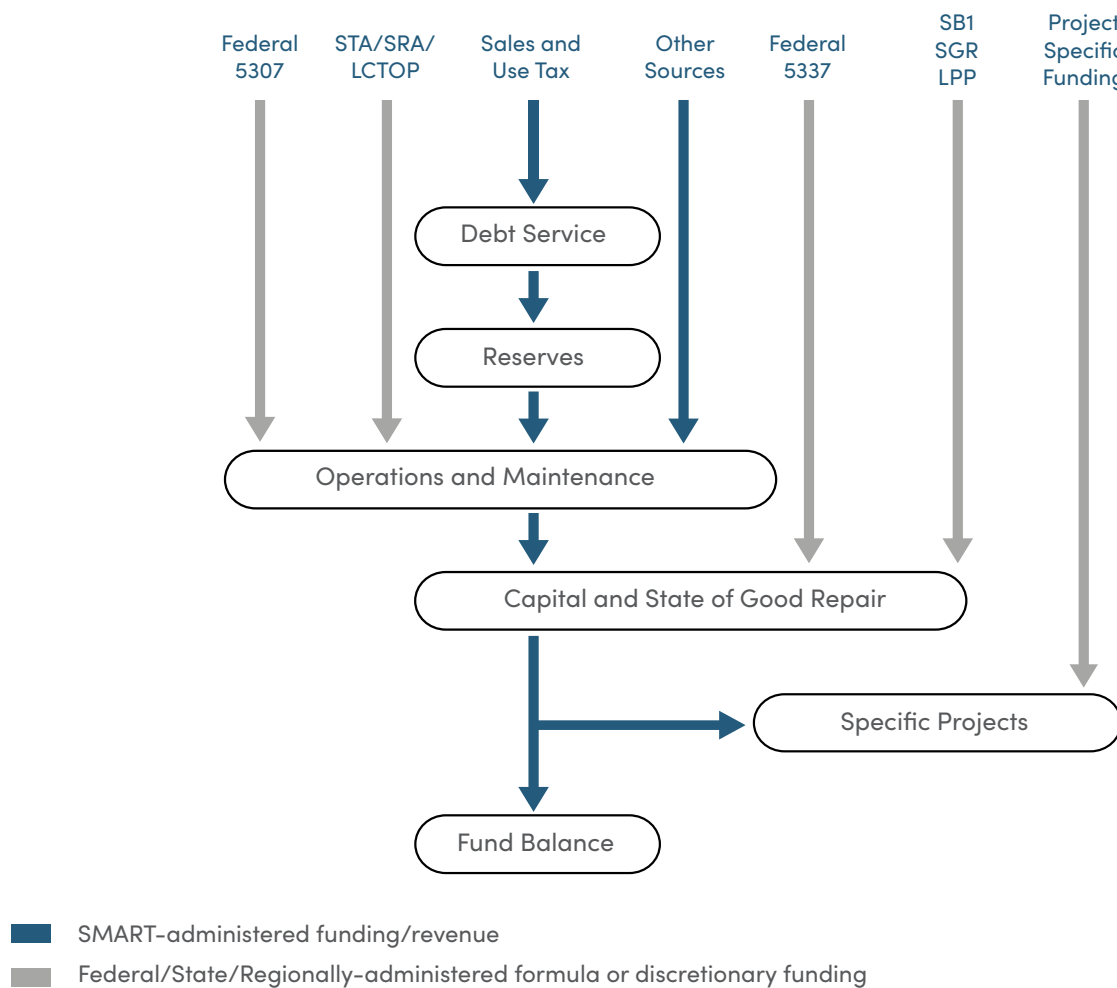


Figure: Flow of Funding

This funding flow chart was included in the Strategic Plan and helps to illustrate the funding SMART receives from all funding sources, and the activities each source can fund.

## SALES TAX

On November 4, 2008, more than two-thirds of the voters in Sonoma and Marin counties approved Measure Q implementing the 2008 Measure Q Sales Tax. The 2008 Measure Q Sales Tax is a sales and use tax of one quarter of one percent (1/4%) imposed for a period of 20 years beginning April 1, 2009, on the gross receipts from all tangible personal property sold at retail businesses in the counties and a use tax at the same rate on the storage, use, or other consumption in the counties of such property purchased from any retailer, subject to certain exceptions. While we saw a decrease of revenues in Fiscal Year 2020, subsequent growth was in the double digits for Fiscal Year 2021 and 2022. While Fiscal Year 2023 finished out a little over a percentage point above Fiscal Year 2022, Fiscal Year 2024 showed a decrease in revenues from the previous year. Fiscal Year 2025 forecasts are down from the initial budgeted amount shown here, likely coming in under the 2024 amount. Taking into account the current uncertainty in the economy and the collections amount we have seen so far in Fiscal Year 2025, we are utilizing a conservative estimate for Fiscal Year 2026.

### HISTORICAL SALES TAX COLLECTIONS

	Sales Tax	Growth Rate	
2009	\$4,976,687	0%	
2010	\$24,059,929	383.45%	Actual
2011	\$26,826,843	11.50%	Actual
2012	\$28,303,501	5.50%	Actual
2013	\$30,435,753	7.53%	Actual
2014	\$32,473,329	6.69%	Actual
2015	\$33,845,426	4.23%	Actual
2016	\$34,776,012	2.75%	Actual
2017	\$36,061,895	3.70%	Actual
2018	\$37,135,476	2.98%	Actual
2019	\$41,241,140	11.06%	Actual
2020	\$38,978,630	-5.49%	Actual
2021	\$44,002,410	12.89%	Actual
2022	\$49,074,830	11.53%	Actual
2023	\$49,649,375	1.17%	Actual
2024	\$48,837,349	-1.64%	Actual
2025	\$50,426,000	3.25%	Estimated
2026	\$48,300,300	-4.22%	Estimated
	\$659,404,885		



## STATE REVENUE

SMART receives formula allocation from four (4) state revenue programs itemized below. SMART may receive other state grants but those are competitive applications, are project specific, and typically provide one-time funding.

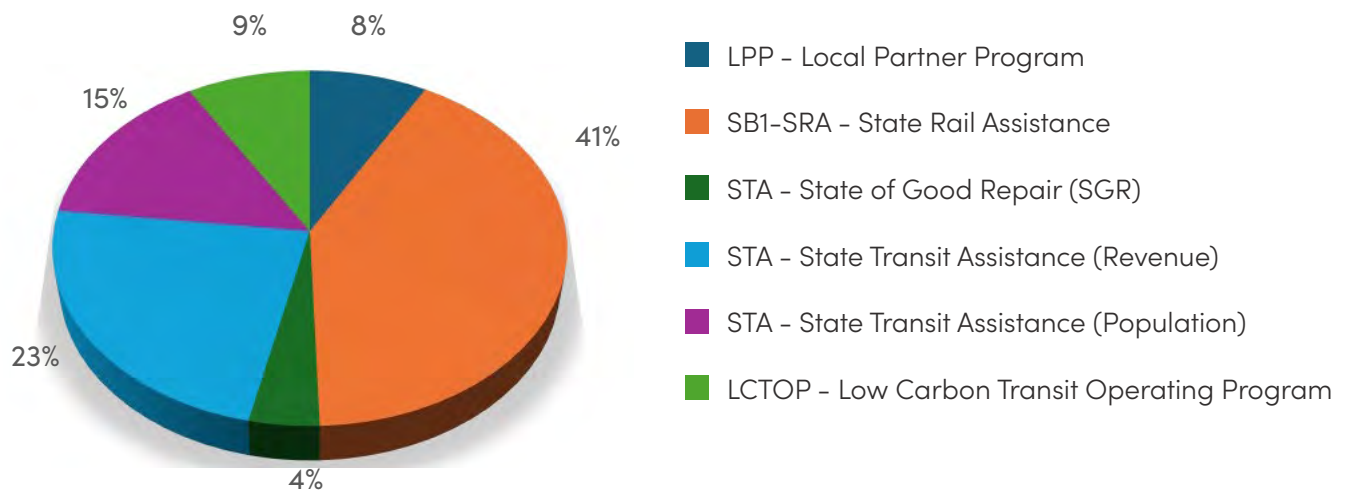
- **State Transit Assistance (STA):** A portion of the revenues derived from the sales tax on diesel fuel purchases and registration fees is appropriated by the State Legislature to the State Transit Assistance Program for public transportation purposes. These STA revenues are allocated to public transit agencies throughout the State based on population and operating revenues by formula. This fund source increased through 2017 Senate Bill 1, the Road Repair and Accountability Act. SB1 created an additional STA program, the STA State of Good Repair (SGR) Program to provide annual funding to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects.
- **State Rail Assistance (SRA):** Created through Senate Bill 1 (SB1), SRA directs a 0.5% portion of new diesel sales tax revenue for allocation: half to the state's five commuter rail providers (Altamont Corridor Express Authority (ACE), North County Transit Development Board (Coaster), Peninsula Corridor Joint Powers Board (Caltrain), Sonoma-Marin Area Rail Transit District (SMART), Southern California Regional Rail Authority (Metrolink)) and half to intercity rail corridors.
- **Local Partnership Program (LPP):** SB 1 established the Local Partnership Program Formula fund source. This program continuously appropriates funding annually from the Road Maintenance and Rehabilitation Account to local and regional transportation agencies that have sought and received voter approval of taxes or that have imposed fees dedicated solely for transportation improvements. The funds are managed by the California Transportation Commission, which also manages a competitive portion of the Local Partnership Program.
- **Low Carbon Transit Operations Program (LCTOP):** LCTOP was created to provide operating and capital assistance for transit

agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Funds for this program come from State Cap and Trade auctions. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, or support equipment acquisition, fueling, maintenance and other costs to operate those services or facilities.





## FY26 ESTIMATED STATE FUNDS

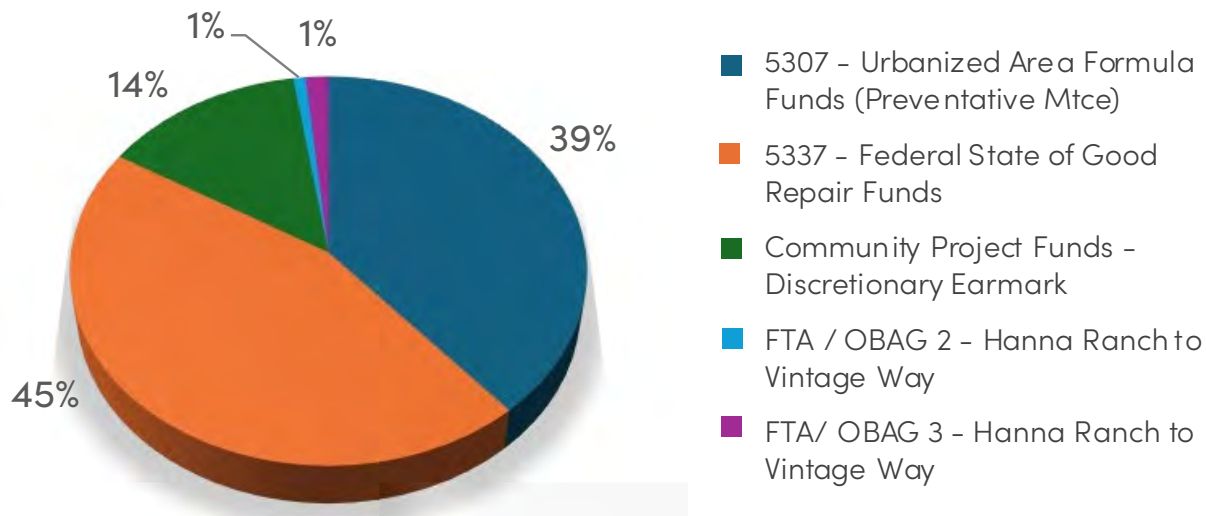


## FEDERAL REVENUES

SMART is a direct recipient of Federal Transit Administration (FTA) and Federal Rail Administration (FRA) grant funds. The Fiscal Year 2026 Budget includes the following federal funds sources:

- **5337 Funds:** FTA Formula funds providing capital assistance for maintenance, replacement, and rehabilitation projects of fixed guideway systems to help transit agencies in urbanized areas maintain assets in a state of good repair. SMART became eligible for these funds in Fiscal Year 2025, but as this fund source is budgeted in arrears, Fiscal Year 2026 will be our first year receiving these funds.
- **5307 Funds:** FTA Urbanized Area Formula Funds that can be used for capital projects, operating assistance, job access, reverse commute projects, and transportation related planning. SMART became eligible for these funds in Fiscal Year 2020.
- **Community Project Funds:** The Consolidated Appropriations Act, 2023 appropriated \$360.46 million in Community Project Funding (CPF), also known as Congressionally Directed Spending (CDS). The SMART Rail Extension to Healdsburg – Preliminary Design was nominated by U.S. Congressman Jared Huffman and funded directly through an Act of Congress.
- **One Bay Area Grant 2 (OBAG 2):** Federal Highway Administration funds for projects in the Bay Area as determined by the Metropolitan Transportation Commission, the second round SMART was awarded funds for its Hanna Ranch Road to Vintage Way pathway segment in Marin County.
- **One Bay Area Grant 3 (OBAG 3):** Federal Highway Administration funding for projects that improve safety, spur economic development, and help the Bay Area meet climate change and air quality improvement goals as determined by the Metropolitan Transportation Commission. The third round of this program also allocated funding for the Hanna Ranch Road to Vintage Way pathway segment.

## FY26 ESTIMATED FEDERAL FUNDS



## STATE FUNDS – PROJECT SPECIFIC

- Windsor to Healdsburg Extension
  - TIRCP – Transit & Intercity Rail Capital Program
    - \$1,380,000 budgeted in FY26
- Joe Rodota to Third Street in Santa Rosa Pathway Construction
  - AHSC – Affordable Housing Sustainable Communities Program
    - \$225,000 of funding rolling into FY26
  - LPP – Local Partnership Program
    - \$727,443 budgeted in FY26
- Guerneville Road to Airport Boulevard in Santa Rosa Pathway Construction
  - ITIP Complete Streets – Interregional Transportation Improvement Program
    - \$896,000 budgeted to FY26
- Petaluma North Station Solar Project
  - AHSC – Affordable Housing Sustainable Communities Program
    - \$1,300,000 budgeted in FY26
- Quality of Life & Economic Impact Assessment
  - STP: Sustainable Transportation Planning Grant through Caltrans
    - \$159,354 rolling into FY26
- Shuttle Service
  - Funded by State of California General Fund Budget Act of 2023
    - \$250,000 budgeted to FY26
- Workforce Development
  - AHSC – Affordable Housing Sustainable Communities Program
    - \$85,000 budgeted in FY26

## REGIONAL FUNDS – PROJECT SPECIFIC

- Civic Center Kiss-n-Ride
  - RM3 – Regional Measure 3
    - \$224,000 budgeted to FY26
- Hanna Ranch to Vintage Way in Novato
  - RM3 – Regional Measure 3
    - \$824,400 budgeted in FY26

## LOCAL GOVERNMENTS/PRIVATE SECTOR – PROJECT SPECIFIC

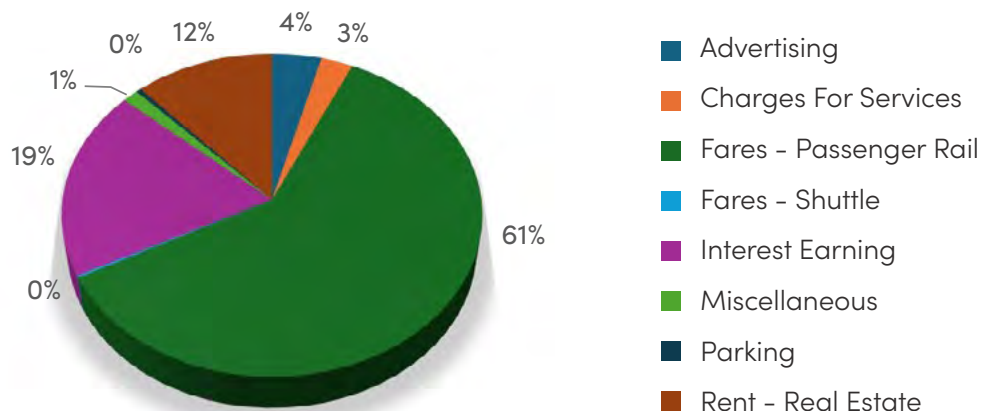
- Joe Rodota to 3rd Street Traffic Signal Construction
  - City of Santa Rosa
    - \$831,804 budgeted in FY26
- 4th Street Station Access (as part of Joe Rodota to 3rd Street Project)
  - Private Developer
    - \$703,017 budgeted in FY26



## OTHER SMART REVENUES

- **Farebox Revenues:** SMART passengers pay for their rides using the fare structure approved by the SMART Board in 2015 and 2016. SMART participates in the regional Clipper fare system that allows riders to transfer seamlessly among Bay Area operators using one fare media card. SMART also has its own mobile ticket app that provides easy purchasing of multiple or discounted tickets without purchasing a Clipper card. The fares are based on the distance travelled by a rider, like other commuter rail services. In May of 2021, fares were lowered by approximately 40%. SMART also provides several discounts to SMART riders.
  - In May 2021, a new Weekend Day Pass was implemented. The Weekend Day Pass is \$10.00 for adults and \$5.00 for passengers with disabilities and Clipper START customers. The Weekend Day Pass offers unlimited rides for the entire day.
  - In September 2021, the 31-Day Pass was lowered to \$135.00 for adults and \$67.50 for youth, seniors, and passengers with disabilities. In July 2023, the 31-day pass was lowered again and was priced based on a 3-day work week and an average of 3-zones travelled. This reduced the price to \$117.00 for adults and \$58.50 for seniors, youth, and passengers with disabilities.
  - In April 2024, the Youth and Seniors Ride Free Program was implemented, and is planned to continue through June 2025. In April of 2025,
- the program was re-approved by the Board to continue through June 2026.
- **Advertising Revenues:** Revenues from advertising space sold onboard trains and station platform shelter panels.
  - **Charges for Services:** Includes flagging services SMART provides for external entities that need to do work in SMART's right of way.
  - **Interest Earnings:** Interest earnings are budgeted in Fiscal Year 2026 at less than in Fiscal Year 2025 due to decreased fund balance and lower interest rates.
  - **Lease Revenues:** Revenues generated by real estate holdings
  - **Miscellaneous Revenues:** These revenues vary each year but are assumed to be similar to past Fiscal Years.
  - **Parking Revenue:** Parking fees are suspended during the hours of 4:00 am and 11:59 pm. Effective July 1, 2023, those wishing to park overnight pay a fee of \$5.00 to park between the hours of 12:00 am and 3:59 am, for up to five nights.
  - **Shuttle Revenue:** SMART Connect marked its first full year of shuttle service in Fiscal Year 2024, expanded to a second location at the Larkspur Station in Fiscal Year 2025 and has recently extended to seven days a week from its previous four days a week service levels. Revenues are budgeted based on a percentage increase from previous years.

## FY26 ESTIMATED REVENUE SOURCES (OTHER)





# EXPENDITURES BY PILLAR

## RIDERSHIP

Planned ridership expenditures are based on the following priorities for reaching Strategic Plan goals:

- Continue “Youth and Seniors Ride Free” program
- Undertake Preventative Maintenance and State of Good Repair projects to maintain the safety, quality, and efficiency of SMART’s rail system
- Maintain compliance with all requirements and regulations
- Collaborate with transit providers to improve bus/ferry connections
- Continue monitoring the system/ridership and adjusting where necessary
- Improve website ease of use for riders
- Ridership estimate: 1,210,000

Ridership	
Category	FY26 Budget Amount
Administration*	\$11,417,629
Operations*	\$27,140,233
Website*	\$154,667
Quality of Life & Economic Analysis*	\$60,000
Healdsburg Storage Racks	\$36,500
Generator Plug Retrofit at all Platforms	\$20,489
Power Drop at Fulton	\$30,000
Replace Standby battery banks for wayside signals	\$70,400
Guideway & Track Main Line Surfacing	\$345,338
Fire Suppression System	\$60,000
DMU Light Replacement	\$200,000
IT Projects*	\$248,000
Bridges – St. Vincent Culvert	\$250,000
Civic Center Kiss-n-Ride (Design)	\$224,000
Ram Truck (1502)	\$50,000
F150 Crew Cab XL (2 axle) – 1608	\$48,000
F150 Crew Cab XL – 1609	\$48,000
Used Hyrail boom Truck	\$200,000
Switches – 4/year	\$120,000
On-Board DMU Cameras	\$750,000
Fabric Building for Scrubber storage/ garage	\$30,000
Backup Generator at Roblar	\$50,000
Coupler/ Gear Shaft Overhaul	\$625,000
Cummins New Engine after Treatment System	\$700,000
Cummins Mid-Life Overhaul or New Engines	\$1,250,000
Radiator Fan Modification	\$150,000
Battery Overhaul	\$90,000
Transmission Overhaul	\$90,000
Mahle Cooling System Overhaul	\$250,000
Master Control Overhaul	\$192,000
DMU Air Brake Overhaul and Air Supply Unit	\$1,151,404
Energy Cushion Device Crash System	\$150,000
RailQuip Car Mover	\$100,000
Calipri Digital Wheel Measurement Gauge	\$75,000
DMU Fiberglass Molds	\$157,151
<b>Total</b>	<b>\$46,533,810</b>

\*These expenses have been allocated between multiple pillars.

## PATHWAY

Planned pathway expenditures are based on the following priorities for reaching Strategic Plan goals:

- Construct funded segments of the pathway
  - Hanna Ranch Rd to Vintage Way
  - Guerneville Rd to Airport Blvd
  - Joe Rodota to 3rd Street
- Complete design and permitting of pathway segments
- Continue mitigation projects to mitigate impact of the pathway as required
- Maintain pathway in a state of good repair
- Complete pathway wayfinding program
- Expand information available about the pathway on SMART's website



Pathways	
Category	FY26 Budget Amount
Administration*	\$2,362,081
Operations*	\$34,461
Engineering*	\$313,660
Website*	\$154,667
IT Projects*	\$248,000
Quality of Life & Economic Analysis*	\$60,000
Mitigate Pathway Segments	
- Petaluma Riparian Construction & Monitoring	\$23,800
- Crane Creek Riparian Monitoring	\$518,930
- Helen Putnam Riparian Monitoring	\$125,132
- Windsor Riparian Mitigation Monitoring	\$38,800
Design Pathway Segments	
- Marin-Sonoma Pathway - Design	\$221,660
- Marin Pathway - Design	\$275,000
- Puerto Suello Pathway - Design	\$385,465
Pathway Repairs & Rehab	\$115,200
Pathway Wayfinding Project	\$85,000
Windsor to Healdsburg Project Development - Pathway	\$38,500
Windsor to Healdsburg - Pathway	\$367,500
Construct Pathway Segments	
- Joe Rodota Trail to 3rd Street	\$1,454,886
- Hanna Ranch Road to Vintage Way	\$1,145,000
- Guerneville Road to Airport Blvd.	\$1,120,000
<b>Total</b>	<b>\$9,087,742</b>

\*These expenses have been allocated between multiple pillars.

## EXTENSIONS

Planned extension expenditures are based on the following priorities for reaching Strategic Plan goals:

- Award contract for progressive design-build of the Extension from Windsor to Healdsburg
- Finish the development phase of the progressive design-build project from Windsor to Healdsburg
- Install and bring online Petaluma North Station solar project
- Continue participating in Highway 37 corridor activities to incorporate East/ West rail
- Conduct mitigation activities for extension/station projects as required



Extensions	
Category	FY26 Budget Amount
Administration*	\$5,740,490
Engineering*	\$236,621
Website*	\$154,667
IT Projects*	\$248,000
State Route 37 Study	\$6,000
Quality of Life & Economic Analysis*	\$60,000
Mitigate Extension Projects	
- San Rafael Creek Riparian Construction & Monitoring	\$63,817
- Las Gallinas Riparian Enhancement & Monitoring	\$23,800
- Mira Monte Restoration	\$195,000
- IOS-1 Riparian Mitigation	\$240,000
Petaluma North - Solar Project	\$1,300,000
Windsor to Healdsburg Project Development	\$236,500
Windsor to Healdsburg	\$2,257,500
<b>Total</b>	<b>\$10,762,395</b>

\*These expenses have been allocated between multiple pillars.

## FREIGHT

Planned Freight expenditures are based on the following priorities for reaching Strategic Plan goals:

- Conduct required maintenance on bridges, track, crossings, equipment, and other components of the freight operation
- Fiscal Year 2026 budgets funds to improve bridges
  - Bridge timbers were purchased in prior fiscal years to support Fiscal Year 2026 bridge improvements
  - Bridges to be repaired: Novato Creek, Sears Point Drainage, Wingo – Sonoma Creek
- Partner to repair Grandview Avenue grade crossing
- Replace railroad ties at the end of their useful life
- Continue to market freight and storage opportunities at SMART
- Leverage storage track at Schellville and Burdell
- Promote transload opportunities at Victory Station (Schellville)

Freight	
Category	FY26 Budget Amount
Salaries and Benefits	\$1,075,090
Operations	\$943,788
Grade Crossing Repair (Grandview Avenue)	\$154,240
Tie Replacement	\$50,000
Bridges	
- Brazos Branch – Phase II (Novato Creek)	\$54,121
- Phase II (Sears Point Drainage)	\$217,974
- Phase II (Wingo – Sonoma Creek)	\$203,205
Work for Others: SR37 Grade Crossing Modifications	\$7,000
<b>Total</b>	<b>\$2,705,419</b>

\*These expenses have been allocated between multiple pillars.





# EXPENDITURES

---

## PASSENGER RAIL & PATHWAY OPERATIONS

Passenger Rail and Pathway Operations delivers SMART's core mission to move people in a safe, reliable, and affordable way.

### TRANSPORTATION

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

### VEHICLE MAINTENANCE

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

### MAINTENANCE OF WAY

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

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

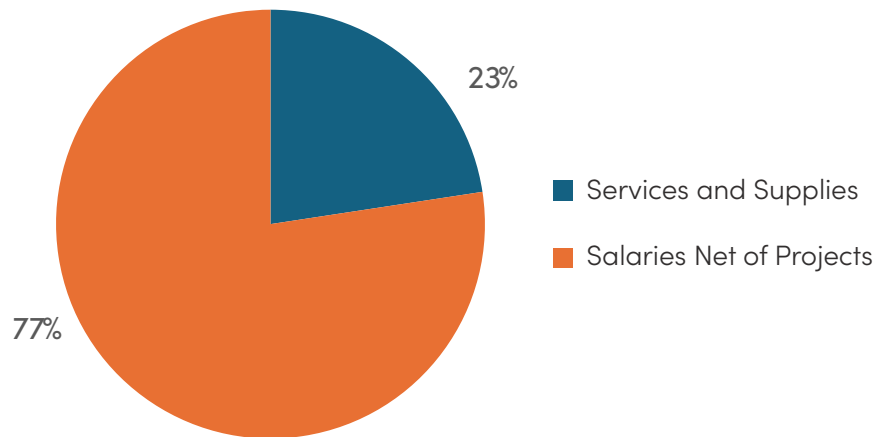
### PUBLIC SAFETY

The Public Safety Department works to ensure public, infrastructure, and facility safety, including coordinating with Federal, State, and local jurisdictions to provide incident response.

### TRAIN CONTROL SYSTEMS

Train control systems perform a wide variety of functions – including: safely routing trains, safely separating trains, tracking and reporting the location of trains; detecting and reporting broken rail; detecting and reporting misaligned switches; detecting and reporting misaligned bridges; and detecting and reporting faults; interconnecting traffic signals; operating grade crossing warning systems; and providing positive train control (PTC) to prevent derailments and collisions.

## FY26 OPERATIONS BUDGET



In Fiscal Year 2026, the Operations Department has 121 full-time equivalent (FTE) employees with an estimated budget for salaries and benefits of \$21,034,689. Salaries and Benefits make up 77% of the total Operations budget.

This budget funds no new Operations positions. However, it does transition one position in the Safety division from limited-term to full-time permanent and upgrades that position to a Senior Code Compliance Officer. This budget assumes all currently open positions are filled.

Operations Salaries & Benefits	FY26
Operations General	\$1,266,868
Maintenance of Way	\$4,724,656
Transportation	\$9,537,047
Vehicle Maintenance	\$4,403,361
Safety	\$1,102,757
<b>Total</b>	<b>\$21,034,689</b>

Operations Salaries and Benefits are increasing by \$1,301,024 or 6.6%. These increases result from the implementation of raises in accordance with SMART's collective bargaining agreements and cost of living increases, as well as an projected increases in health benefits (at 15%) and other benefits (at an average of 10%).

Department	Current Position	Requested Position
Safety	Code Compliance Officer (Limited Term)	Senior Code Compliance Officer

## OPERATIONS SERVICES AND SUPPLIES

SMART operates 42 weekday trips and 16 trips each weekend day. This represents a 10.5% increase in weekday trips and a 60% increase in weekend trips compared to January 2020. The Operations Supplies and Services Budget (shown below) funds the full year of operations of SMART rail service to the Windsor Station, and accounts for the additional operations costs for increased track mileage. Finance and Operations leadership reviewed the

Operations budget to identify cost savings based on preceding years' data. One notable difference in this budget is the removal of funds in the Contract Services – Administrative account for exigencies to more accurately reflect historical spending. Finance and Operations management reviewed the Operations budget to identify cost savings based on preceding years' data. Overall, this results in a 12.1% reduction in Supplies and Services from the Fiscal Year 2025 Amended Budget.

Account Description	FY 25 Amended Budget	FY26 Requested Budget
Maintenance of Equipment	\$485,904	\$443,947
Maintenance of Signals	\$142,500	\$190,000
Maintenance of Revenue Vehicles	\$361,000	\$546,000
Maintenance of Facilities	\$263,345	\$297,794
Maintenance of Railway	\$233,363	\$239,300
Maintenance of Pathway	\$30,500	\$30,500
Training & Travel Expense	\$58,050	\$66,164
Rental/ Leases - Equipment	\$51,960	\$56,400
Mileage Reimbursement & Auto Tolls	\$1,000	\$380
Contract Services - Administrative	\$1,132,252	\$269,776
Contract Services - Transportation	\$842,337	\$786,249
Communications	\$50,996	\$53,700
Uniform Expense	\$69,200	\$65,000
Personal Protective Equipment	\$26,100	\$25,500
Fuel and Lubricants	\$1,829,684	\$1,780,000
Memberships	\$1,900	\$1,600
Miscellaneous Expense	\$10,000	\$-
Office Expense	\$54,000	\$54,532
Postage	\$32,500	\$24,000
Consumables	\$62,500	\$53,500
Small Tools and Equipment	\$79,320	\$100,000
Software	\$77,823	\$25,663
Public Relations Expense	\$123,902	\$30,000
Utilities	\$957,980	\$1,000,000
<b>Grand Total</b>	<b>\$6,978,116</b>	<b>\$6,140,005</b>

## ADMINISTRATION

The Administration budget funds the day-to-day business functions of the organization including finance, human resources, planning, legal, real estate, information technology, government/legislative relations, and engineering not dedicated to specific projects.

### Communications and Marketing Department

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

Media and Public Relations is responsible for keeping SMART's external audiences informed and engaged about the agency's services, programs, and projects through media relations, digital and social media platforms, SMART's website, rail safety education, and community presentations.

Marketing is responsible for outreach and marketing, including producing marketing materials and managing advertising both for SMART services and on SMART's trains and platforms.

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

### Finance and Procurement Department

The Finance Department is responsible for a wide variety of compliance functions required of SMART by state and federal law. These include accounting, budgeting, finance, payroll, treasury, procurement, and grant budgeting and reporting.

### Human Resource Department

The Human Resources Department is responsible for recruitment and selection of employees, employee compensation, labor negotiations, performance management, and compliance with state and federal labor laws and regulations.

### Information Systems Department

The Information Systems Department develops, operates, and maintains SMART's information and telecommunications systems. It manages the function and cybersecurity of: administrative Information Systems for 4 offices including email, servers, and printers; 1,500 devices consisting of computers, cell phones, vehicle locators, printers, radios, cameras, and network devices; railroad Information Systems such as CCTV, radio, platform equipment, and fare collection devices.

### Legal Department

The Legal Department is responsible for transactional matters, litigation, and risk management for SMART.

### Planning Department

The Planning Department is responsible for rail and multiuse pathway planning and service delivery studies; ridership and service planning analyses and recommendations; capital planning studies; local and regional agency planning coordination; planning first-last mile solutions.

### Real Estate

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

### Engineering

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

In Fiscal Year 2026, SMART's Administration Division has 47 full-time equivalent (FTE) employees with an estimated budget for salaries and benefits of \$7,850,724. The Budget adds one new position, an additional Communications and Marketing Coordinator. It also upgrades several positions to different job titles. In upgrading these positions,, current personnel will stay within the current pay structure but will be eligible for higher annual raises for more years. The exception to this is the Junior Engineer position, which is currently vacant. By changing this position to an Associate Engineer, this position is upgraded to lead small projects and assist in the delivery of larger projects in this year and beyond.

Department	Current Position	Requested Position
Finance	Procurement Technician	Buyer I
Human Relations	HR Specialist	HR Analyst
Planning	Assistant Planner	Associate Planner
Engineering	Junior Engineer	Associate Engineer
Communications and Marketing	N/A	Communications and Marketing Coordinator

A three percent (3%) cost of living increase has been included for all non-bargaining unit employees, except for those eligible for a five percent (5%) raise based on their current pay within the range for their position classification. Two limited-term positions from Fiscal Year 2025 were eliminated, one in the Marketing and Outreach Department and one in the Legal Department. Projected increases in health benefits (at 15%) and other benefits (at an average of 10%) were included. These changes led to a 3.8% increase in Administrative salaries and benefits between Fiscal Year 2025 and Fiscal Year 2026.

Administration Salaries & Benefits	FY26
Finance	\$3,274,876
IS	\$685,807
HR	\$606,689
Legal	\$792,440
Marketing and Outreach	\$725,715
Board	\$190,962
Real Estate	\$582,211
Planning	\$392,974
Planning - Pathway	\$197,568
Engineering (non-Project Specific)	\$401,481
<b>Total</b>	<b>\$7,850,724</b>

Overall, the Administrative Budget has decreased by \$94,845 from the Fiscal Year 2025 Amended Budget. This decrease is attributable to:

- Combined efforts to budget more accurately
- Fewer new program implementation costs
- A decrease in expected training and travel costs. After initiation of District staff development funds in Fiscal Year 2025, the program budget was decreased to match actual use of funds by employees.
- Several major projects were completed in Fiscal Year 2025, reducing expenses for contracted services.

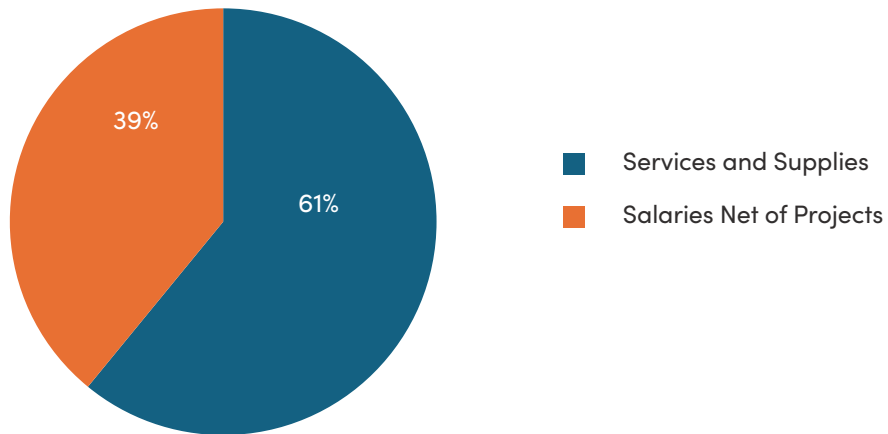
Other budget areas show increases due to 15% jump in railroad, liability, property and other insurance outlays; higher amounts projected for the provisions for Claims; additional costs related to the maintenance of radios.

## ADMINISTRATION SERVICES AND SUPPLIES

Account Description	FY 25 Amended Budget	FY26 Requested Budget
Insurance	\$3,184,605	\$3,652,064
Provisions for Claims	\$500,000	\$750,000
Maintenance of Radios	\$196,910	\$233,931
Auditing/ Accounting Services	\$61,710	\$59,870
Fiscal Accounting Services	\$6,300	\$4,000
Legal Services	\$775,000	\$790,000
Agency Extra Help	\$155,000	\$90,866
Training & Travel Expense	\$310,678	\$173,760
Contracted Services	\$225,000	\$110,000
Printing Services	\$62,800	\$65,400
Fiscal Agent Fees	\$5,000	\$3,000
Permits/ Fees	\$20,090	\$30,180
Fare Collection Fees	\$306,500	\$293,452
Public/ Legal Notices	\$64,000	\$38,146
Rental/ Leases - Equipment	\$56,035	\$51,440
Rental/ Leases - Buildings	\$453,667	\$453,667
Mileage Reimbursement & Auto Tolls	\$41,642	\$33,212
Contract Services - Administrative	\$2,555,479	\$2,407,658
Contract Services - Personnel	\$270,500	\$208,650
Communications	\$353,200	\$299,908
Claims Processing Payroll	\$50,000	\$45,000
Facility Services	\$3,600	\$3,600
Uniform Expense	\$5,000	\$3,700
Personal Protective Equipment	\$3,000	\$2,000
Memberships	\$62,390	\$62,130
Miscellaneous Expense	\$1,000,000	\$1,000,000
Office Expense	\$50,600	\$49,600
Books/ Periodicals	\$3,500	\$2,500
Postage	\$8,265	\$5,600
Small Tools and Equipment	\$1,000	\$700
Computer Hardware	\$182,500	\$171,600
Computer Software	\$1,067,570	\$986,062
Marketing/ Promotional Items	\$30,000	\$42,000
Public Relations Expense	\$262,000	\$115,000
Utilities	\$3,600	\$3,600
<b>Grand Total</b>	<b>\$12,337,140</b>	<b>\$12,242,296</b>



## FY26 ADMINISTRATION BUDGET



# PROJECTS

## NON-CAPITAL PROJECTS

### ENVIRONMENTAL PROJECTS

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

Non-Capital Environmental Mitigation Projects	FY26
Project Name	Amount
San Rafael Creek Riparian Construction & Monitoring (Larkspur Mitigation)	\$63,816
Las Gallinas Riparian Enhancement & Monitoring	\$23,800
Mira Monte Restoration	\$195,000
Petaluma Riparian Construction & Monitoring (SoCo NMP Seg 1 & 2)	\$23,800
Crane Creek Riparian Monitoring (SoCo NMP Seg 3 - Poppy Drainage)	\$518,930
Helen Putnam Riparian Monitoring (McInnis NMP)	\$125,131
Windsor Riparian Mitigation Monitoring	\$38,800
IOS-1 Riparian Mitigation	\$240,000
Total Non-Capital Environmental Mitigation Projects	\$1,229,278

### OTHER NON-CAPITAL PROJECTS

Categorized as non-capital, these projects serve an organizational need and advance SMART objectives but do not directly result in a tangible asset to the Agency, defined as having a useful life of at least a year and a value of at least \$5,000. Many of these non-capital projects are funded by grants. Others, namely the Joe Rodota Trail to 3rd Street Project, are assets being built as part of a SMART capital project but result in an asset for another entity with dedicated outside funding.



Non-Capital Projects		FY26
Department	Project Name	Amount
Maintenance of Way	Generator Plug Retrofit at all Platforms	\$20,489
	Power drop - Fulton	\$30,000
<b>Total</b>		<b>\$50,489</b>
Marketing and Outreach	Website	\$464,000
<b>Total</b>		<b>\$464,000</b>
MOW and Vehicle Maintenance	Healdsburg Storage Racks	\$36,500
<b>Total</b>		<b>\$36,500</b>
Engineering - Pathway	Pathway Design - Marin & Sonoma & Puerto Suello	\$882,125
<b>Total</b>		<b>\$882,125</b>
Engineering	Windsor to Healdsburg Project Development	\$275,000
	Joe Rodota Trail to 3rd Street Project - City & Developer	\$1,534,821
	State Route 37	\$6,000
<b>Total</b>		<b>\$1,815,821</b>
Planning	Quality of Life & Economic Analysis	\$180,000
<b>Total</b>		<b>\$180,000</b>
<b>Total Non-Capital Projects</b>		<b>\$3,428,935</b>

This table breaks down the pathway segments listed above in the Pathway Design line item with the segment length and budget amount assigned to the item in Fiscal Year 2026.

Pathway Segments Completing Design	Length (in miles)
Marin-Sonoma Pathways - \$221,660	6.2
- Main Street to East Railroad Avenue	1.48
- Joe Rodota Trail 3rd Street	0.06
- Santa Rosa Downtown Station to 6th Street	0.04
- Guerneville Road to West Steele Lane	0.32
- West Steele Lane to San Miguel Boulevard	1.2
- San Miguel Boulevard to Airport Boulevard	3.1
Marin Pathways - \$275,000	5.95
- Smith Ranch Road to Main Gate Road/ Novato - Hamilton Station	2.65
- State Access Road to Bay Trail	1.4
- Hanna Ranch Road to South Side of Novato Creek	1.26
- Grant Avenue to Olive Avenue	0.26
- Olive Avenue to Rush Creek Place	0.38
Puerto Suello to San Pedro Road - \$385,465	



# STATE OF GOOD REPAIR & CAPITAL PROJECTS

49 CFR 625.5 defines State of Good Repair (SGR) as the condition in which a capital asset can operate at a full level of performance. Per FTA, "having well maintained, reliable transit infrastructure – track, signal systems, bridges, tunnels, vehicles and stations – will help ensure safe, dependable and accessible services." State of Good Repair expenditures are those costs that keep our assets in a condition where the asset can operate at a full level of performance. This requires regular repairs and replacements of those assets

SMART has broken out costs for projects related to capital assets into State of Good Repair and Capital/Engineering Projects.

State of Good Repair Projects		FY26
Department	Project Name	Amount
Engineering	Bridges	\$250,000
Total		\$250,000
Vehicle Maintenance	Coupler/ Gear Shaft Overhaul	\$625,000
	Cummins New Engine after Treatment System	\$700,000
	Cummins Mid-Life Overhaul or New Engines	\$1,250,000
	Radiator Fan Modification	\$150,000
	Battery Overhaul	\$90,000
	Transmission Overhaul	\$90,000
	Mahle Cooling System Overhaul	\$250,000
	Master Control Overhaul	\$192,000
	DMU Air Brake Overhaul and Air Supply Unit	\$1,151,404
	On-Board DMU Cameras	\$750,000
	Fire Suppression System	\$60,000
	DMU Light Replacement	\$200,000
Total		\$5,508,404
Maintenance of Way	Guideway & Track Main Line Surfacing	\$345,338
	Switches - 4/year	\$120,000
	Replace Standby battery banks for wayside signals	\$70,400
Total		\$535,738
Maintenance of Way - Pathway	Pathway Repairs & Rehab	\$115,200
Total		\$115,200
Other	Miscellaneous State of Good Repair Project	\$2,422,381
Total		\$2,422,381
<b>Total State of Good Repair</b>		<b>\$8,831,723</b>

The Fiscal Year 2026 Budget includes expenditures related to capital projects for specific pathway segments and extensions. These costs are funded by revenues from various grants and sales tax.

In the Fiscal Year 2026, there are several State of Good Repair projects, including a repair of the St. Vincent's Culvert (bridge), various overhauls and modifications, light replacements on the DMUs, a new on-board camera system, as well as an overhaul of the fire suppression system on the trains. On the right-of-way, there is funding for guideway and track surfacing, pathway repairs and rehabilitation, and switches and battery banks.

Project Specific		FY26
Department	Project Name	Amount
Planning - Pathway	Wayfinding	\$85,000
Total		\$85,000
Engineering - Pathway	Joe Rodota Trail to 3rd Street	\$1,454,886
	Hanna Ranch Road to Vintage Way	\$1,145,000
	Guerneville Road to Airport Blvd.	\$1,120,000
Total		\$3,719,886
Engineering	Petaluma North - Solar Project	\$1,300,000
	Windsor to Healdsburg Extension	\$2,625,000
	Civic Center Kiss-n-Ride (Design)	\$224,000
Total		\$4,149,000
<b>Total Project Specific</b>		<b>\$7,953,886</b>

Several pathway projects are funded in the Fiscal Year 2026 Budget. The first of these is the completion of the pathway wayfinding signage project, which was designed in Fiscal Year 2024, and commenced installation in Fiscal Year 2025. The funds allocated in this budget will also construct the Joe Rodota Trail to Third Street in Santa Rosa segment of the pathway and initiate construction on the 0.4 mile Hanna Ranch Road to Vintage Way pathway segment in Novato, and the 4.7 mile Guerneville Road to Airport Boulevard pathway segment in Santa Rosa.

The Petaluma North Station Solar Project will be constructed using funds from the State of

California's Affordable Housing Sustainable Communities grant program. This will add solar panels to the station site with the intention of offsetting energy usage and costs at the station with solar power.

The Windsor to Healdsburg Extension progressive design-build project will commence in Fiscal Year 2026. The amount currently budgeted for the Extension is rolling from Fiscal Year 2025, with the intention that more revenues and expenditures will be added through a budget amendment to fund any design or early works packages that can be accomplished in Fiscal Year 2026. That decision will be made in tandem with the awarding of the progressive design-build contract later in the year.

The Civic Center Kiss-n-Ride project will include the design costs for a designated location at the Civic Center where passengers can be driven and dropped off in order to connect with SMART rail service. Future construction will be contingent on grant funding.

Capital Administration and Operations Projects		FY26
Department	Project Name	Amount
IS	IS Equipment	\$744,000
Total		\$744,000
Operations Administration	Non-Revenue Vehicles	\$346,000
Total		\$346,000
Maintenance of Way	Fabric Building for Scrubber storage/ garage	\$30,000
	Backup Generator at Roblar	\$50,000
Total		\$80,000
Vehicle Maintenance	Energy Cushion Device Crash System	\$150,000
	DMU Fiberglass Molds	\$157,151
	RailQuip Car Mover	\$100,000
	Calipri Digital Wheel Measurement Gauge	\$75,000
Total		\$482,151
<b>Total Projects/ Capital</b>		<b>\$1,652,151</b>

The Fiscal Year 2026 Budget funds capital projects required for the Administration and Operations Divisions. The Information Systems Department has many pieces of equipment that are capital items and require replacement on a regular schedule. These IS projects include servers, firewalls, routers, switches, concentrators, and routers. The non-revenue vehicle program at SMART schedules vehicles for replacement based on their useful life calculations. There are three trucks and a hyrail boom truck included as part of the Operations budget. A fabric building to provide storage for the scrubber and act as a small garage and a backup generator at the Roblar facility will be utilized by SMART's Maintenance of Way Division. SMART's DMUs are due for an overhaul to the energy cushion device crash system based on the manufacturer's guidance. The DMU Fiberglass Molds shifted into the 2026 budget due to lead times and shipping requirements and will allow SMART to own molds of the front end of the DMUs, to be used if needed in the future. The RailQuip car mover will be utilized in the SMART Rail Operations Center yard to allow the DMUs to be able to be moved for maintenance purposes.

# FREIGHT

---

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

For Fiscal Year 2026, revenues for freight operations are estimated at \$2.7 million. SMART anticipates spending \$1,075,090 on salaries and benefits, \$943,789 on operations, and \$686,541 on capital repairs and replacements. Revenues and expenditures for freight operations are tracked separately in Fund 60. Administrative expenses are allocated from Fund 01 based on a ratio of total passenger miles freight operated to total passenger miles commuter rail operated, with a passenger mile for freight defined as cars multiplied by miles.

The SMART Board of Directors approved six and a half (6.5) fulltime equivalent (FTEs) positions in December 2025 to operate the Freight Division for the organization. The Fiscal Year 2026 budget

for salaries and benefits for freight operations is estimated at \$1,075,090. This budget funds one (1) freight manager, three (3) freight utility workers, two (2) freight utility worker/dispatchers, and a half-time (1/2) administrative assistant. The details regarding these positions can be found in Appendix C. A three percent (3%) cost of living increase is included for Fiscal Year 2026.

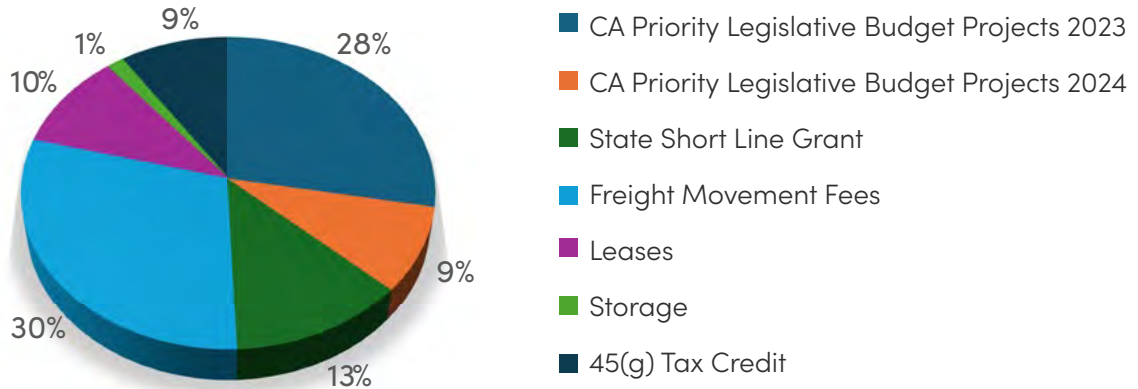
The SMART Freight Division evaluates and prioritizes the work necessary to run the service and comply with all Federal Railroad Administration requirements. Improvements to the Schellville Depot and repairs to high priority bridges were completed in previous fiscal years. Further maintenance on the Novato Creek Bridge, the Sears Point Drainage Bridge, and the Wingo- Sonoma Creek Bridge is included in the Fiscal Year 2026 budget. Additionally, The Freight Manager continues to reach out to potential new customers to increase revenues.





## FREIGHT REVENUES

### FY26 FREIGHT REVENUES - ESTIMATED\*



\*Chart does not include the two revenue sources that register at 0%, Caltrans SR 37 Engineering Support, and Miscellaneous

Revenues	
CA Priority Legislative Budget Projects 2023	\$750,000
CA Priority Legislative Budget Projects 2024	\$237,648
Caltrans SR37 Construction Support	\$7,000
State Shortline Grant	\$339,771
Freight Movement Fees	\$800,000
Leases	\$270,000
Storage	\$40,000
45(g) Tax Credit	\$251,000
Misc.	\$10,000
<b>Total Revenues</b>	<b>\$2,705,419</b>



## FREIGHT EXPENSES

Account Description	FY25 Amended Budget	FY26 Requested Budget
Salaries and Benefits	\$947,674	\$1,075,090
Freight Cost Allocation - Administration	\$32,895	\$22,538
Maintenance of Equipment	\$55,285	\$37,085
Maintenance of Signals	\$15,000	\$15,000
Maintenance of Revenue Vehicles	\$23,000	\$65,000
Maintenance of Facilities	\$13,800	\$15,000
Maintenance of Railway	\$119,000	\$150,000
Training & Travel Expense	\$2,500	\$-
Permits and Fees	\$52,960	\$73,090
Rental/ Leases - Equipment	\$57,947	\$58,905
Mileage Reimbursement & Auto Tolls	\$1,000	\$1,000
Contract Services - Administrative	\$252,598	\$250,230
Communications	\$9,678	\$10,000
Uniform Expense	\$5,000	\$2,000
Fuel and Lubricants	\$115,200	\$90,200
Memberships	\$1,100	\$1,100
Miscellaneous Expense	\$122,841	\$101,500
Postage	\$4,770	\$4,500
Small Tools and Equipment	\$21,600	\$16,000
Software	\$8,640	\$8,640
Utilities	\$22,000	\$22,000
<b>Total</b>	<b>\$1,884,488</b>	<b>\$2,018,878</b>
Projects		
Grade Crossing Repair (Schellville)	\$141,633	\$-
Brazos Branch - Phase II (Novato Creek)	\$133,221	\$54,121
Phase II (Sears Point Drainage)	\$225,000	\$217,974
Phase II (Wingo - Sonoma Creek)	\$250,000	\$203,205
Tie Replacment	\$50,000	\$50,000
WFO: SR37 Grade Crossing Modification - Engineering	\$12,500	\$7,000
Grade Crossing Repair (Grandview Avenue)	\$-	\$154,240
<b>Total</b>	<b>\$670,721</b>	<b>\$686,541</b>
<b>Grand Total</b>	<b>\$2,555,209</b>	<b>\$2,705,419</b>

# RESERVES

---

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

## Pension & OPEB Liability Reserve

This reserve is to ensure that SMART has funds set aside for future pension costs. We have set aside \$1,000,000 for Fiscal Year 2026 for a Fiscal Year 2026 balance of \$6,574,676.

## Vehicles & Equipment Reserve

This reserve is used to accumulate funds for future capital equipment needs such as DMU replacement. The Fiscal Year 2025 balance is \$11,317,250. The Fiscal Year 2026 budget adds an additional \$1,000,000 for a total reserve of \$12,317,250.

## Corridor Completion Reserve

This reserve was established in the Fiscal Year 2021 amended budget to set aside funds for design, environmental costs, or to leverage grant funding. The balance as of June 30, 2025 is \$7,000,000. Staff is recommending utilizing \$1.5 million for ROW in Fiscal Year 2026. That would leave a remaining balance of \$5,500,000.

## Operating Reserve

The Fiscal Year 2025 operating reserve was \$11,728,963. We have calculated 25% of the operating costs for Fiscal Year 2026 which would result in an increase of \$1,231,027 for a total of \$12,959,990.

## Fund Balance

The estimated fund balance for Fiscal Year 2025 year-end is \$81,342,877. The difference between revenues and expenditures for Fiscal Year 2026 is \$7,708,365. Of that, \$1,500,000 will be coming from the Corridor Completion Reserve and the remaining \$6,208,365 will be coming from the unassigned fund balance. This leaves an estimated fund balance of \$55,300,285 at the conclusion of Fiscal Year 2026.

# DEBT

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



## APPENDIX A – PASSENGER RAIL OVERVIEW SOURCES

	FY25 Amended Budget	FY26 Requested Budget	Difference
<b>Beginning Fund Balance *</b>	<b>\$81,342,877</b>	<b>\$61,508,650</b>	<b>\$(19,834,227)</b>
Revenues			
SMART S&U Tax			
<b>Measure Q</b>	<b>\$50,426,000</b>	<b>\$48,300,300</b>	<b>\$(2,125,700)</b>
Measure Q Cost of Collection	\$(800,000)	\$(683,796)	\$116,204
Net Sales & Use Tax	\$49,626,000	\$47,616,504	\$(2,009,496)
Measure Q Roll Forward	\$2,636,677	\$3,975,611	\$1,338,934
Transfer from Capital Fund	\$1,307,750	\$-	\$(1,307,750)
Transfer from Corridor Reserve	\$-	\$1,500,000	\$1,500,000
<b>Federal Funds</b>			
5307 - Urbanized Area Formula Funds	\$3,770,292	\$4,246,710	\$476,418
5337 - Federal State of Good Repair Funds	\$-	\$4,937,716	\$4,937,716
Discretionary Earmark	\$1,800,000	\$1,520,000	\$(280,000)
FTA / OBAG 2 - Hanna Ranch to Vintage Way	\$-	\$91,600	\$91,600
FTA/ OBAG 3 - Hanna Ranch to Vintage Way	\$-	\$171,750	\$171,750
FRA - Consolidated Rail Infrastructure and Safety Improvements	\$1,749,298	\$-	\$(1,749,298)
FRA Suicide Prevention Grant	\$50,954	\$-	\$(50,954)
Quick Strike (CMAQ) McInnis to Smith Ranch Rd	\$1,073,727	\$-	\$(1,073,727)
<b>State Funds</b>			
AHSC - Affordable Housing and Sustainable Communities	\$7,117,376	\$1,610,000	\$(5,507,376)
ATP - SoCo Pathway - CTC/Caltrans/MTC	\$6,809,453	\$-	\$(6,809,453)
Caltrans Sustainability Communities Competative Planning Grant	\$400,000	\$159,354	\$(240,646)
Clean California Transit Grant	\$881,316	\$-	\$(881,316)
ITIP - Complete Streets	\$-	\$896,000	\$896,000
LCTOP - Low Carbon Transit Operating	\$566,356	\$760,918	\$194,562
LPP - Local Partnership Program	\$1,188,864	\$727,443	\$(461,421)
ITIP - Windsor Systems	\$6,624,890	\$-	\$(6,624,890)
SCC - Windsor	\$13,035,910	\$-	\$(13,035,910)
SRA - State Rail Assistance	\$3,700,000	\$3,700,000	\$-
STA - State Transit Assistance (Population)	\$1,162,223	\$1,309,770	\$147,547
STA - State Transit Assistance (Revenue)	\$2,451,807	\$2,094,129	\$(357,678)
STA - SGR (State of Good Repair)	\$340,634	\$363,183	\$22,549
State Funds - Shuttle Service	\$500,000	\$250,000	\$(250,000)
TIRCP - Petaluma North and McDowell Crossing	\$8,559,722	\$-	\$(8,559,722)
TIRCP - Windsor to Healdsburg	\$1,450,000	\$1,380,000	\$(70,000)
Subtotal	\$54,788,550	\$13,250,797	\$(41,537,753)
Regional Funds			
Regional Measure 3 (RM3)	\$1,276,000	\$1,048,400	\$(227,600)
<b>Other Sources</b>			
Advertising	\$132,100	\$175,000	\$42,900
Charges for Services	\$109,564	\$112,851	\$3,287
Fare Revenues - Passenger Rail	\$2,215,290	\$2,541,000	\$325,710
Fare Revenues - Shuttle	\$1,200	\$8,000	\$6,800
Interest Earning	\$1,500,000	\$800,000	\$(700,000)
Misc.	\$54,257	\$55,885	\$1,628
Parking	\$11,400	\$17,580	\$6,180
Rent - Real Estate	\$479,636	\$494,025	\$14,389
Other Governments/Private Sector	\$1,829,589	\$1,534,821	\$(294,768)
<b>Total Revenues</b>	<b>\$124,412,284</b>	<b>\$84,098,249</b>	<b>\$(40,314,035)</b>
<b>Total Revenues + Fund Balance</b>	<b>\$205,755,161</b>	<b>\$145,606,899</b>	<b>\$(60,148,262)</b>

## APPENDIX A – PASSENGER RAIL OVERVIEW USES

	FY25 Amended Budget	FY26 Requested Budget	Difference
Debt Service	\$16,904,116	\$16,996,844	\$92,728
Salaries & Benefits	\$28,822,096	\$30,549,100	\$1,727,004
Reduction for Salaries Charged to Projects	\$(1,655,611)	\$(1,663,687)	\$(8,077)
Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$(32,895)	\$(34,944)	\$(2,049)
Service & Supplies	\$19,367,741	\$18,382,301	\$(985,440)
<b>Total Salaries, Benefits, Service, &amp; Supplies</b>	<b>\$46,501,331</b>	<b>\$47,232,770</b>	<b>\$731,439</b>
Contribution to OPEB/ CalPERS Liability Fund	\$1,000,000	\$750,000	\$(250,000)
Contribution to Capital Sinking Fund	\$2,000,000	\$1,000,000	\$(1,000,000)
Operating Reserve	\$450,346	\$1,231,027	\$780,681
<b>Total Reserve Contributions</b>	<b>\$3,450,346</b>	<b>\$2,981,027</b>	<b>\$(469,319)</b>
<b>Total Debt Service, Operating, Reserves</b>	<b>\$66,855,793</b>	<b>\$67,210,640</b>	<b>\$354,847</b>
Balance	\$138,899,368	\$78,396,259	\$(60,503,109)
Non-Capital Projects	\$4,632,481	\$4,658,214	\$25,733
State of Good Repair and Projects	\$1,164,218	\$8,831,723	\$7,667,505
<b>Capital Projects</b>			
Equipment	\$886,108	\$2,576,151	\$1,690,043
Facilities	\$65,944,804	\$6,683,886	\$(59,260,918)
Infrastructure	\$2,484,052	\$-	\$(2,484,052)
Non-Revenue Vehicles	\$971,305	\$346,000	\$(625,305)
Land Acquisition	\$1,307,750	\$-	\$(1,307,750)
<b>Total Capital Expenditures</b>	<b>\$71,594,019</b>	<b>\$9,606,037</b>	<b>\$(61,987,982)</b>
<b>Ending Fund Balance</b>	<b>\$61,508,650</b>	<b>\$55,300,285</b>	<b>\$(6,208,365)</b>

## APPENDIX B – FREIGHT OVERVIEW OF SOURCES & USES

Appendix B - Freight Sources and Uses				
		FY25 Amended Budget	FY26 Requested Budget	Difference
1	Beginning Fund Balance	\$213,236	\$-	\$(213,236)
<b>2</b>	<b>Revenues</b>			
3	California State Transportation Agency (Cal STA)	\$393,549	\$-	\$(393,549)
4	CA Priority Legislative Budget Projects 2023	\$-	\$750,000	\$750,000
5	CA Priority Legislative Budget Projects 2024	\$-	\$237,648	\$237,648
6	Caltrans SR 37 Construction Support	\$12,500	\$7,000	\$(5,500)
7	State Shortline Grant	\$399,776	\$339,771	\$(60,005)
8	Freight Movement Fees	\$700,000	\$800,000	\$100,000
9	Leases	\$270,000	\$270,000	\$-
10	Storage	\$104,800	\$40,000	\$(64,800)
11	45(g) Tax Credit	\$250,580	\$251,000	\$420
12	Misc.	\$342,420	\$10,000	\$(332,420)
<b>13</b>	<b>Total Revenues</b>	<b>\$2,473,625</b>	<b>\$2,705,419</b>	<b>\$231,794</b>
<b>14</b>	<b>Total Revenues + Fund Balance</b>	<b>\$2,686,861</b>	<b>\$2,705,419</b>	<b>\$18,558</b>
<b>15</b>	<b>Expenditures</b>			
16	Salaries & Benefits	\$947,674	\$1,075,089	\$127,415
17	Services & Supplies	\$926,833	\$943,789	\$16,956
18	SR 37 Grade Crossing PE Review	\$12,500	\$7,000	\$(5,500)
19	Tie Replacement	\$50,000	\$50,000	\$-
20	Brazos Branch - Novato Creek	\$133,221	\$54,121	\$(79,100)
21	Brazos Branch - Sears Point Drainage	\$225,000	\$217,974	\$(7,026)
22	Brazos Branch - Wingo - Sonoma Creek	\$250,000	\$203,205	\$(46,795)
23	Grade Crossing Repair	\$141,633	\$154,240	\$12,607
<b>24</b>	<b>Total</b>	<b>\$2,686,861</b>	<b>\$2,705,419</b>	<b>\$18,558</b>
<b>25</b>	<b>Ending Fund Balance</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>

## APPENDIX C - POSITION AUTHORIZATION

# Positions	Position Title	Hourly		Annual	
Administrative		Min	Max	Min	Max
1	Accountant I	\$38.39	\$47.99	\$79,851.20	\$99,819.20
1	Accounting Manager	\$67.73	\$84.66	\$140,878.40	\$176,092.80
1	Accounts Payable Technician	\$32.29	\$40.36	\$67,163.20	\$83,948.80
3	Administrative Assistant	\$33.10	\$41.38	\$68,848.00	\$86,070.40
1	Assistant General Counsel	\$93.38	\$116.73	\$194,230.40	\$242,798.40
1	Associate Planner	\$44.30	\$55.38	\$92,144.00	\$115,190.40
1	Budget and Finance Manager	\$67.73	\$84.66	\$140,878.40	\$176,092.80
1	Buyer I	\$39.15	\$48.90	\$81,432.00	\$101,712.00
1	Chief Financial Officer	\$122.45	\$153.06	\$254,696.00	\$318,364.80
1	Clerk of the Board/ Executive Assistant	\$47.94	\$59.93	\$99,715.20	\$124,654.40
2	Communications and Marketing Coordinator	\$41.33	\$51.66	\$85,966.40	\$107,452.80
1	Communications and Marketing Manager	\$76.64	\$95.80	\$159,411.20	\$199,264.00
1	Communications and Marketing Specialist	\$56.98	\$71.23	\$118,518.40	\$148,158.40
1	General Counsel	\$122.52	\$153.15	\$254,841.60	\$318,552.00
1	General Manager	\$156.92	\$-	\$326,393.60	\$-
2	Grants and Budget Analyst	\$54.24	\$67.80	\$112,819.20	\$141,024.00
1	Grants and Legislative Affairs Manager	\$78.52	\$98.15	\$163,321.60	\$204,152.00
1	Human Resources Analyst	\$47.71	\$59.58	\$99,236.80	\$123,926.40
1	Human Resources Manager	\$76.64	\$95.80	\$159,411.20	\$199,264.00
1	Information Systems Analyst	\$47.94	\$59.93	\$99,715.20	\$124,654.40
1	Information Systems Manager	\$78.56	\$98.20	\$163,404.80	\$204,256.00
1	Information Systems Technician	\$42.37	\$52.96	\$88,129.60	\$110,156.80
1	Legal Administrative Assistant	\$38.39	\$47.99	\$79,851.20	\$99,819.20
1	Ops Information Systems Technician	\$45.63	\$57.04	\$94,910.40	\$118,643.20
1	Payroll Technician	\$34.07	\$42.59	\$70,865.60	\$88,587.20
1	Planning Manager	\$76.64	\$95.80	\$159,411.20	\$199,264.00
1	Procurement and Contracts Analyst	\$50.37	\$62.96	\$104,769.60	\$130,956.80
1	Procurement and Contracts Manager	\$71.16	\$88.95	\$148,012.80	\$185,016.00
1	Real Estate Manager	\$84.55	\$105.69	\$175,864.00	\$219,835.20
1	Regulatory Compliance & Civil Rights Manager	\$76.64	\$95.80	\$159,411.20	\$199,264.00
1	Senior Buyer	\$55.60	\$69.50	\$115,648.00	\$144,560.00
1	Senior Management Analyst	\$61.33	\$76.66	\$127,566.40	\$159,452.80
1	Senior Planner	\$56.98	\$71.23	\$118,518.40	\$148,158.40
1	Senior Real Estate Officer	\$56.95	\$71.19	\$118,456.00	\$148,075.20
	Interns (Multiple)	\$-	\$20.00	\$-	\$41,600.00
38					
# Positions	Position Title	Hourly		Annual	
Capital		Min	Max	Min	Max
2	Assistant Engineer	\$50.37	\$62.96	\$104,769.60	\$130,956.80
2	Associate Engineer	\$58.41	\$73.01	\$121,492.80	\$151,860.80
1	Chief Engineer	\$100.47	\$125.59	\$208,977.60	\$261,227.20
1	Junior Engineer	\$43.44	\$54.30	\$90,355.20	\$112,944.00
1	Manager Train Control Systems	\$100.47	\$125.59	\$208,977.60	\$261,227.20
1	Principal Engineer	\$78.56	\$98.20	\$163,404.80	\$204,256.00
1	Senior Engineer	\$67.73	\$84.66	\$140,878.40	\$176,092.80
9					



# Positions	Position Title	Hourly		Annual	
Operations		Min	Max	Min	Max
1	Administrative Services Specialist	\$47.93	\$59.91	\$99,694.40	\$124,612.80
3	Bridge Tender	\$-	\$35.83	\$-	\$74,526.40
1	Chief Operating Officer	\$105.65	\$132.06	\$219,752.00	\$274,684.80
1	Chief of Police	\$91.04	\$113.80	\$189,363.20	\$236,704.00
3	Code Compliance Officer	\$37.45	\$46.81	\$77,896.00	\$97,364.80
6	Conductor *	\$-	\$46.88	\$-	\$97,510.40
	Conductor Trainee*	\$-	\$39.86	\$-	\$82,908.80
28	Engineer *	\$-	\$56.37	\$-	\$117,249.60
	Engineer Trainee*	\$-	\$47.91	\$-	\$99,652.80
1	Facilities Maintenance Supervisor	\$52.80	\$64.18	\$109,824.00	\$133,494.40
3	Facilities Maintenance Technician	\$-	\$44.81	\$-	\$93,204.80
2	Inventory and Parts Clerk	\$34.07	\$42.59	\$70,865.60	\$88,587.20
1	Materials Sourcing Specialist	\$39.33	\$49.16	\$81,806.40	\$102,252.80
1	Inventory and MMS Manager	\$61.34	\$76.68	\$127,587.20	\$159,494.40
1	Lead Facility Maintenance Engineer	\$-	\$49.29	\$-	\$102,523.20
1	Maintenance of Way Manager	\$80.52	\$100.65	\$167,481.60	\$209,352.00
1	Maintenance of Way Superintendent	\$67.73	\$84.66	\$140,878.40	\$176,092.80
2	Operation Communication Specialist	\$38.39	\$47.99	\$79,851.20	\$99,819.20
1	Safety & Compliance Officer	\$69.40	\$86.75	\$144,352.00	\$180,440.00
1	Senior Administrative Assistant	\$36.53	\$45.66	\$75,982.40	\$94,972.80
1	Senior Code Compliance Officer	\$43.07	\$53.83	\$89,580.40	\$111,969.52
2	Signal Supervisor	\$56.31	\$68.43	\$117,124.80	\$142,334.40
8	Signal Technician **	\$-	\$59.34	\$-	\$123,427.20
	Signal Technician Trainee (2) **	\$-	\$44.50	\$-	\$92,560.00
2	Track Maintenance - Laborers	\$-	\$33.50	\$-	\$69,680.00
5	Track Maintainer I	\$-	\$44.38	\$-	\$92,310.40
1	Track Maintainer II	\$-	\$48.82	\$-	\$101,545.60
2	Track Maintenance Supervisor	\$52.67	\$64.03	\$109,553.60	\$133,182.40
1	Transportation Manager	\$80.52	\$100.65	\$167,481.60	\$209,352.00
1	Transportation Superintendent	\$67.73	\$84.66	\$140,878.40	\$176,092.80
12	Transportation Supervisor	\$59.87	\$74.84	\$124,529.60	\$155,667.20
10	Vehicle Maintenance - Laborers	\$-	\$34.31	\$-	\$71,364.80
1	Vehicle Maintenance Manager	\$80.52	\$100.65	\$167,481.60	\$209,352.00
5	Vehicle Maintenance Supervisor	\$59.87	\$74.84	\$124,529.60	\$155,667.20
12	Vehicle Maintenance Technician ***	\$-	\$54.23	\$-	\$112,798.40
	Vehicle Maintenance Tech Trainee (2) ***	\$-	\$40.67	\$-	\$84,593.60
<b>121</b>					
# Positions	Position Title	Hourly		Annual	
Freight		Min	Max	Min	Max
0.5	Administrative Assistant	\$33.10	\$41.38	\$68,848.00	\$86,070.40
1	Freight Manager	\$80.52	\$100.65	\$167,481.60	\$209,352.00
3	Freight Utility Worker	\$37.45	\$46.81	\$77,896.00	\$97,364.80
2	Freight Utility Worker/ Dispatcher	\$37.45	\$46.81	\$77,896.00	\$97,364.80
<b>6.5</b>					
<b>Total FTE</b>	<b>174.5</b>				

## APPENDIX D - STATISTICAL INFORMATION

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

### MARIN COUNTY

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

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

### SONOMA COUNTY

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

In California's Wine Country region, which also includes Napa, Mendocino, and Lake counties, Sonoma County is the largest producer. It has thirteen approved American Viticultural Areas and more than 350 wineries. According to Visit California, tourism spending in Sonoma County was over \$2.4 billion in 2024. In Marin County, tourism spending was \$953 million in 2024.



**Population of Marin County and Incorporated Cities**

Area	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Marin County	263,010	262,313	262,234	260,969	258,956	259,512	255,470	252,959	254,743	254,550
Belvedere	2,129	2,131	2,148	2,139	2,124	2,103	2,078	2,045	2,052	2,058
Corte Madera	9,631	9,625	10,043	10,138	10,114	10,147	9,967	9,885	9,957	9,966
Fairfax	7,528	7,533	7,714	7,443	7,399	7,496	7,410	7,354	7,400	7,407
Larkspur	12,312	12,325	12,588	12,331	12,253	12,963	12,728	12,571	12,750	12,731
Mill Valley	15,024	14,956	14,669	14,743	14,674	14,002	13,817	13,664	13,679	13,688
Novato	54,593	54,516	54,151	54,062	53,702	53,008	51,936	51,392	51,578	51,690
Ross	2,538	2,536	2,528	2,548	2,550	2,330	2,280	2,267	2,290	2,309
San Anselmo	13,017	12,982	12,908	12,845	12,757	12,772	12,515	12,405	12,519	12,551
San Rafael	60,551	60,661	60,020	60,207	59,807	61,179	60,237	59,681	59,917	59,885
Sausalito	7,227	7,234	7,421	7,301	7,252	7,159	6,955	6,865	6,936	6,941
Tiburon	9,644	9,647	9,366	9,581	9,540	9,065	8,903	8,798	8,894	8,910
Remainder of County	68,816	68,167	68,678	67,631	66,784	67,288	66,644	66,032	66,771	66,414

Source: County/City estimates as of January 1, 2024 and January 1, 2025  
State of California Department of Finance, Demographic Research Unit

**Population of Sonoma County and Incorporated Cities**

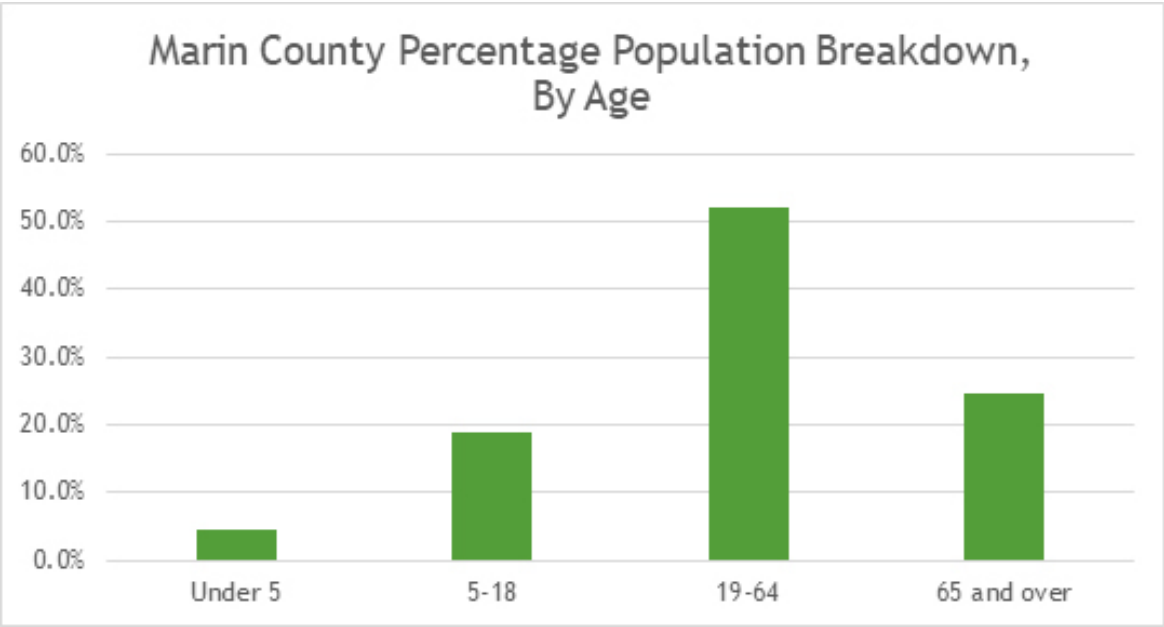
Area	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Sonoma County	503,322	502,758	498,849	495,058	491,134	484,674	480,623	478,174	482,050	482,848
Cloverdale	8,927	8,988	9,141	9,279	9,213	9,029	8,869	8,787	8,763	8,678
Cotati	7,376	7,453	7,739	7,628	7,533	7,512	7,410	7,360	7,353	7,290
Healdsburg	11,734	11,757	12,232	12,166	12,089	11,174	10,993	10,914	11,010	10,972
Petaluma	61,488	61,657	62,251	62,195	61,873	59,756	58,552	58,321	58,858	59,094
Rohnert Park	42,586	42,490	43,178	43,134	43,069	44,287	43,701	43,693	44,089	44,062
Santa Rosa	176,937	178,064	177,017	175,183	173,628	177,396	175,351	174,523	177,043	178,452
Sebastopol	7,648	7,650	7,795	7,830	7,741	7,477	7,418	7,366	7,338	7,367
Sonoma	10,929	11,072	11,423	11,164	11,050	10,755	10,804	10,677	10,595	10,507
Windsor	27,445	27,492	28,356	28,596	28,248	26,134	25,836	25,560	25,669	25,625
Remainder of County	148,252	146,135	139,717	137,883	136,690	138,631	131,674	130,991	131,332	130,801

Source: County/City estimates as of January 1, 2024 and January 1, 2025  
State of California Department of Finance, Demographic Research Unit

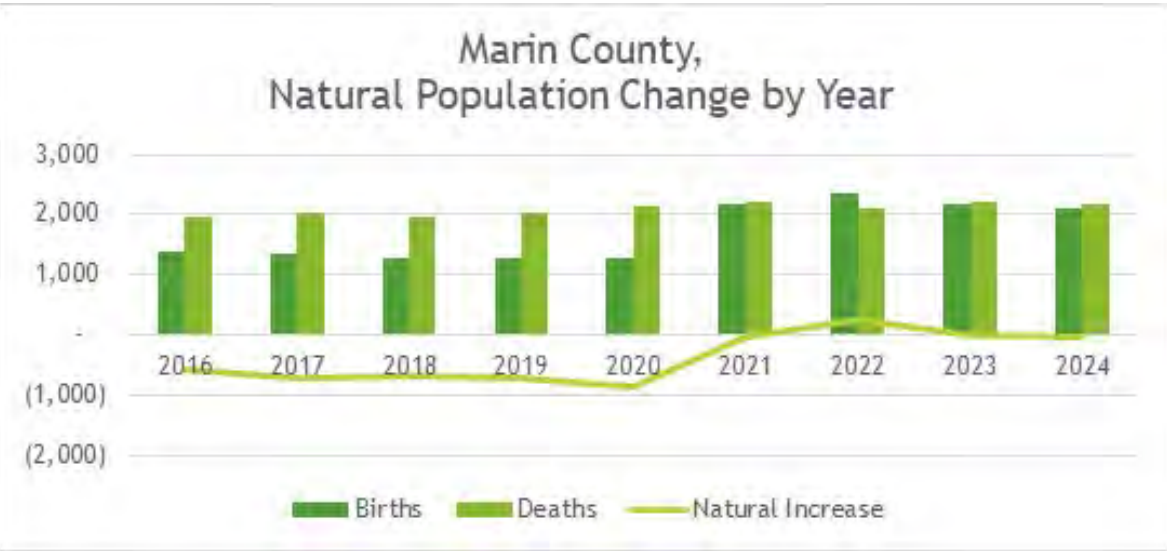
## DEMOGRAPHICS OF MARIN AND SONOMA COUNTIES

### Marin County

The median age in Marin County is 48.2 years with 59.9% of the population having a bachelor’s degree. The life expectancy is 84.3 years which is almost five years longer than the average American’s life expectancy.



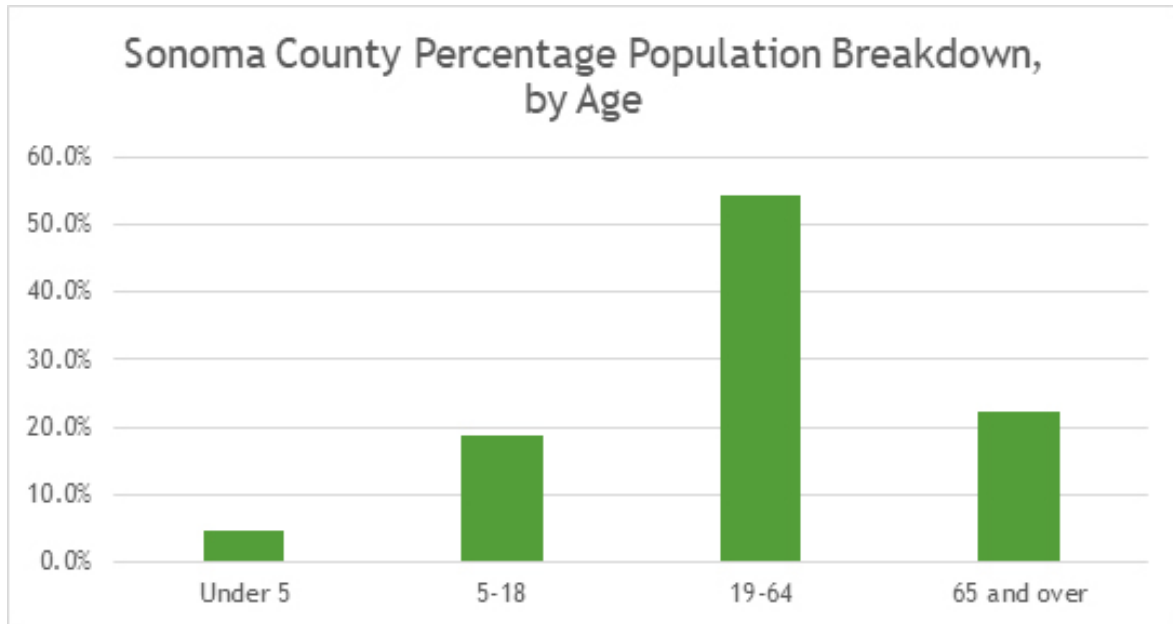
Source: Census.gov



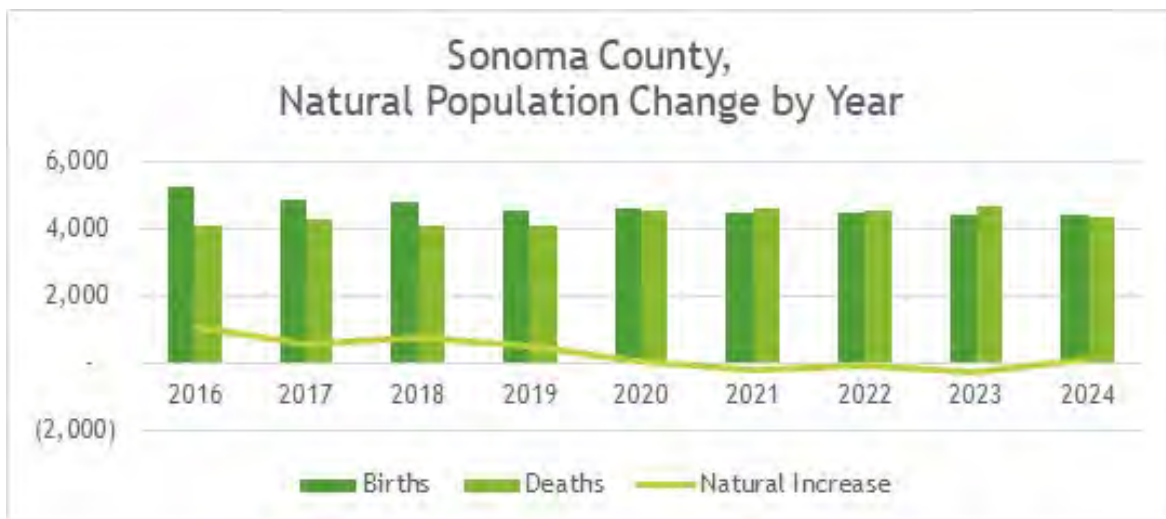
Source: State of California Department of Public Health and State of California Department of Finance, Demographic Research Unit

## Sonoma County

The median age in Sonoma County is 43.3 years with 37.4% of the population having a bachelor's degree. The life expectancy is 80.6 years which is slightly over the California average of 79.4 years.



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



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



## APPENDIX E - STATEMENT OF INVESTMENT POLICY

### SMART'S 2025-2026 INVESTMENT POLICY

#### 1.0 Policy:

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

#### 2.0 Scope:

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

#### 3.0 Prudence:

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

#### 4.0 Objectives:

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

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

#### 5.0 Delegation of Authority:

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

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

The Chief Financial Officer may delegate investment decision making and execution authority to an independent SEC-registered investment advisor. The advisor shall comply with this Policy and such other

written instructions as are provided by the Chief Financial Officer.

## 6.0 Investment Procedures:

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

## 7.0 Ethics and Conflicts of Interest:

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

## 8.0 Authorized Financial Dealers and Institutions:

For brokers/dealers of government securities and other investments, the Chief Financial Officer shall select only brokers/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations. Before engaging in investment transactions with a broker/dealer, the Chief Financial Officer shall obtain a signed verification form that attests the

individual has reviewed the District's Investment Policy, and intends to present only those investment recommendations and transactions to the District that is appropriate under the terms and conditions of the Investment Policy.

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

## 9.0 Authorized and Suitable Investments:

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

1. U.S. Treasury Obligations. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. U.S. Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. California State and Local Agency Obligations. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency.
4. Other State Obligations. Registered treasury notes or bonds of any of the other forty-nine (49) United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other forty-nine (49) United States, in addition to California.



5. Bankers' Acceptances. Time drafts or bills of exchange that are drawn on and accepted by a commercial bank and brokered to investors in the secondary market. The maximum maturity of an issue will be one hundred eighty (180) days. Securities eligible for investment under this subdivision shall be rated in the highest letter and number category by nationally recognized statistical-rating organization. The maximum exposure shall be no more than 40% of the portfolio value. However, no more than 30% of the agency's money may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.
6. Commercial Paper. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph a or paragraph b:
  - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or its equivalent or higher by a nationally recognized statistical-rating organization.
  - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of two hundred seventy (270) days or less. The District may invest no more than 25% of its money in eligible commercial paper. The District may purchase no more than 10% of the outstanding commercial paper of any single issuer.
7. Medium-Term Notes. Medium-term notes are defined in Government Code Section 53601 as all corporate and depository institution debt securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or its equivalent or better by a nationally recognized statistical-rating organization. Purchases of medium-term notes shall not include other instruments authorized by section 53601 and may not exceed 30% of the portfolio value. No more than 10% of SMART's total investment assets may be invested in the commercial paper and medium-term notes of any single issuer.
8. Negotiable Certificates of Deposit. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Securities eligible for investment under this subdivision shall be rated in the highest letter and number category by a nationally recognized rating service for short-term ratings (A-1/P1/F-1) and AA or better for longer-term ratings. Purchases of negotiable certificates of deposit may not exceed 30% of the District's aggregate portfolio.
9. Time Deposits. The District may invest in non-negotiable time deposits (CDs) that are FDIC insured or fully collateralized in a state or national bank, savings association or federal association, federal or state credit union located in California, including U.S. branches of foreign banks licensed to do business in California. To be eligible to receive local agency deposits, a financial institution must receive a minimum overall "satisfactory rating" for meeting the credit needs of California Communities in its most recent evaluation. CDs are required to be collateralized as specified under Government Code Section 53630 et seq. The District, at its discretion, may waive the collateralization requirements for any portion that is covered

by federal deposit insurance. The District shall have a signed agreement with any depository accepting District funds per Government Code Section 53649. No deposits shall be made at any time in CDs issued by a state or federal credit union if a member of the Governing Council or the Finance Director serves on the board of directors or any committee appointed by the board of directors of the credit union. In accordance with Government Code Section 53638, any deposit shall not exceed that total shareholder's equity of any depository bank, nor shall the deposit exceed the total net worth of any institution.

10. Local Agency Investment Fund (LAIF) is a pooled investment fund through the State Chief Financial Officer. Deposits for the purpose of investment in the Local Agency Investment Fund of the State Treasury may be made up to the maximum amount permitted by State Treasury policy.

11. Money Market Funds. The Chief Financial Officer may invest in shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (Government Code Section 53601(k).)

The following criteria will be used in evaluating companies:

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

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

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

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

## 10.0 Prohibited Investments:

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

### 11.0 Collateralization:

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

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

### 12.0 Safekeeping and Custody:

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

### 13.0 Maximum Maturities:

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

### 14.0 Internal Control:

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

### 15.0 Performance Standards:

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

### 16.0 Reporting:

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

### 17.0 Investment Policy Adoption:

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

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

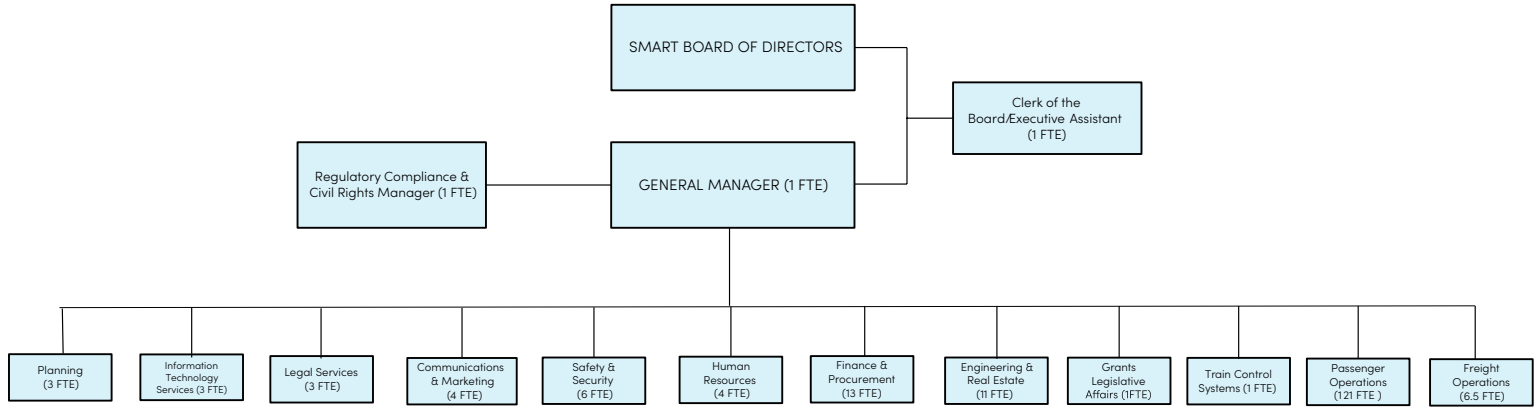
## APPENDIX F - APPROPRIATION CALCULATION

	FY 24	FY 25	FY 26
Beginning Limit	\$163,175,521	\$169,517,286	\$175,179,546
Per Capita Increase in Cost of Living	1.0444	1.0362	1.0644
Population Change	0.9947	0.9973	1.0015
County Used for Population Change	Sonoma	Sonoma	Sonoma
<b>Total</b>	<b>\$169,517,286</b>	<b>\$175,179,546</b>	<b>\$186,740,801</b>

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



## APPENDIX G - ORGANIZATIONAL CHART



Updated: June 4, 2025\_LR



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2025-2026, PROVIDING FOR THE ESTABLISHMENT OF NEW DISTRICT EMPLOYEES PURSUANT TO PUBLIC UTILITIES CODE SECTIONS 105050 AND 105052(b) AND FIXING THE COMPENSATION AND SALARY OF ALL DISTRICT EMPLOYEES FOR FISCAL YEAR 2025-2026, ADOPTING A STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2025-2026, AND DELEGATING AUTHORITY TO INVEST CERTAIN FUNDS UNDER THE CONTROL OF THE BOARD OF DIRECTORS TO THE CHIEF FINANCIAL OFFICER**

---

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

**WHEREAS**, a draft Annual Budget for Fiscal Year 2025-2026 was presented to the Board at its May 21, 2025 meeting; and

**WHEREAS**, the draft Annual Budget for Fiscal Year 2025-2026 has been available for public inspection since May 9, 2025, in excess of the minimum public inspection period prescribed by the Administrative Code; and

**WHEREAS**, at its duly noticed meetings on May 7, May 21, and June 18, the Board fully reviewed and considered the Annual Budget for Fiscal Year 2025-2026, at which time all interested persons were given the opportunity to hear and be heard; and

**WHEREAS**, at its June 18 meeting, the Board duly considered the creation of an employee position and the fixing of the compensation and salary for the newly created position as well as the adjustment of the compensation of some existing positions; and

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

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

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

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

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

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

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

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

**WHEREAS**, the Chief Financial Officer presented and the Board duly considered the Statement of Investment Policy for Fiscal Year 2025-2026 at a noticed public meeting of the Board of Directors on June 18, 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the Fiscal Year 2025-2026 Annual Budget for the Sonoma-Marín Area Rail Transit District attached hereto is hereby approved.

**BE IT FURTHER RESOLVED** that the funding for this Final Budget is being provided to SMART by way of Measure Q sales tax, fare revenue, state operating support, federal funds, and reimbursements from grants from the State of California revenues, among other funds, all as more fully described in the Fiscal Year 2025-2026 Annual Budget.

**BE IT FURTHER RESOLVED** that based upon competent evidence and acting pursuant to the provisions of the Enabling Legislation, the salaries, wages, compensation and expenses for management and non-management employees for Fiscal Year 2025-2026 shall be as provided for also in Appendix C, SMART Position Authorizations, and such compensation shall be compensation in full for all official services performed by such managers and employees, unless expressly provided otherwise.

**BE IT FURTHER RESOLVED** that the Chief Financial Officer is authorized to complete any necessary budgetary and accounting transfers and adjustments to implement the adopted Fiscal Year 2025-2026 Budget and to re-establish valid prior year encumbrances. Such adjustments shall include but not be limited to decreasing appropriations in any and all funds associated with projects initiated prior to the 2024-2025 fiscal year-end to meet actual available resources. Authority includes budgetary and accounting adjustments necessary to assign year-end actual fund balances, and increasing or decreasing appropriations for previously approved projects, operations and maintenance expenses and budgetary and accounting adjustments necessary to assign actual fund balances.



**Resolution No. 2025-19**  
**Sonoma-Marin Area Rail Transit District**  
**June 18, 2025**

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

**BE IT FURTHER RESOLVED** that, in accordance with the provisions of Government Code Section 53646, the Statement of Investment Policy for Fiscal Year 2025-2026 is provided for in the Fiscal Year 2025-2026 Budget, Appendix E is hereby approved and adopted.

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

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 18th day of June, 2025, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chris Coursey, 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

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT,  
STATE OF CALIFORNIA, DECLARING AND RATIFYING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2025-  
2026**

---

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

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

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

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

**WHEREAS**, the information supporting these adjustments is in Appendix F of the Fiscal Year 2025-2026 budget; and

**WHEREAS**, the information used to make these calculations for SMART was made available for public inspection on May 9, 2025 and has been available for at least 15 days prior to the scheduled adoption of this resolution, in accordance with the requirements of California Government Code section 7910.

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

**BE IT FURTHER RESOLVED** that the Appropriations Limit for SMART Fiscal Year 2025-2026 shall be \$186,740,801.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 18th day of June 2025, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chris Coursey 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

## APPROPRIATION CALCULATION

---

	FY 24	FY 25	FY26
Beginning Limit	\$ 163,175,521	\$ 169,517,286	\$ 175,179,546
Per Capita Increase in Cost of Living	1.0444	1.0362	1.0644
Population Change	0.9947	0.9973	1.0015
County Used for Population Change	Sonoma	Sonoma	Sonoma
Total	\$ 169,517,286	\$ 175,179,546	\$ 186,740,801

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