



**BOARD OF DIRECTORS  
MEETING AGENDA  
January 20, 2021 – 1:30 PM**

**IN ACCORDANCE WITH GOVERNOR’S EXECUTIVE ORDERS N-25-20 AND N-29-20  
THE SMART BOARD OF DIRECTORS MEETING WILL BE HELD VIRTUALLY**

**MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON**

**ZOOM TELECONFERENCE INSTRUCTIONS**

**PUBLIC COMMENT PRIOR TO MEETING:**

If you wish to make a comment you are strongly encouraged to please submit your comment by 5:00 p.m. on Tuesday, January 19, 2021 at  
<https://www.surveymonkey.com/r/SMARTBoardComments>

**PUBLIC COMMENT DURING THE MEETING:**

The SMART Board Chair will open the floor for public comment during the Public Comment periods 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.

1. Call to Order
2. Elections of Chair and Vice-Chair
3. Approval of the December 16, 2020 Board Minutes
4. Board Member Announcements
5. General Manager’s Report
6. Public Comment on Non-Agenda Items
7. Consent Calendar
  - a. Approval of Monthly Financial Reports
  - b. Accept Monthly Ridership Report – December 2020

## Regular Calendar

8. Authorize the General Manager to Award Contract No. FN-PS-20-003 with Alliant Insurance Services, Inc. for Insurance Brokerage and Risk Management Consultation Services for a total contract amount of \$440,000 up to six years
9. Review of 2020 Activities and 2021 Goals and Challenges (*Discussion/Provide Feedback*)
10. Next Regular Meeting of the Board of Directors, February 3, 2021 – 1:30 PM
11. Adjournment

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### DISABLED ACCOMODATIONS:

Upon request, SMART will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, to enable individuals with disabilities 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-Mendoza, Clerk of the Board at [lrosas-mendoza@sonomamarintrain.org](mailto:lrosas-mendoza@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  
December 16, 2020 - 1:30 PM**

**IN ACCORDANCE WITH GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20  
THE SMART BOARD OF DIRECTORS MEETING WILL BE HELD VIRTUALLY**

**MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON**

1. Call to Order

Chair Lucan called the meeting to order at 1:34 pm. Directors Connolly, Fudge, Garbarino, Hillmer, Pahre, Rabbitt, Rogers and Zane were present. Directors Arnold, Naujokas and Phillips absent. Director Rogers left at 2:15 p.m.

2. Approval of the November 18, 2020 Board Minutes

**MOTION:** Director Hillmer moved approval of the November 18, 2020 Board Minutes. Director Rogers second. The motion carried 9-0-1

3. Board Members Announcement

Chair Lucan wanted to mention that we've had a couple of changes and shuffles going on amongst our board and some congratulations; First off, I want to congratulate director Rogers being selected as Mayor for Santa Rosa for the next two years, so congrats to Chris. We've got two to fewer board members that are not with us today as they have retired from public elected life. Directors Phillips and Naujokas. For Gary and Joe, if you're watching at home, we miss you, we thank you for your service and I'm sure we'll be hearing from you shortly. As we know, SMART is something that is very important to both of you.

It looks like this might be the last meeting for another one of our Directors and that's Director Zane. One of our longest tenured SMART Board members an ardent supporter of everything and anything related to SMART and want to just recognize her and I'm sure some of my colleagues might want to say a few words as well. Thank you for your service and wanted to turn it over to you.

Director Zane stated that she joined SMART 10 years ago and we hadn't built anything yet, so it was whole different ballgame. We were trying to basically beat a recall and there was a lot of work that went into that and Valerie Brown did a really good job of bringing our counties together. Then when we hired Farhad everything took off because he was a public works guy, he was tough. He got everything done and we couldn't have been more pleased. So, I've been through a lot with SMART and all the prevails and, the joy of starting this incredible train and what it means to our community and what it will mean as time goes on. When SMART is ready to put out the next ballot measure, you should absolutely talk to my friend Greg Sarris. He said we will fund it again. It's the right thing to do and we believe in public transportation and supporting our employees in that way. I know it sounds trite and kind of silly, but It's been a good ride.

Director Rabbitt said Shirley, we had a lot of back and forth yesterday acknowledging all the things that you've been involved in and you really have been a leader and I just want to say thank you again on behalf of the SMART Board. The list of Shirley's accomplishments are actually very, very impressive on the things that, and Shirley doesn't just sit back and vote for something when it comes up, she takes the lead, she's out in front of it she has great passion and tenacity. I think all those words were used many times yesterday and I think it's true on SMART as well. You know, and good oversight in terms of making sure that it's the system that we need for our counties and serves the residents as well. So, Shirley, thank you so much for all your work and to our other colleagues that aren't here today. I also want to thank them for their great perspectives bringing forward. I think what makes a Board is really the mix of people, the mix of perspectives, the way that we work together but at the same time ask those different questions kind of come from different places and make sure that overall the system is better for it. I think that's always been the case here with this Board. So, thank you all for all the work that you've put in.

Director Fudge stated that she wanted to thank Shirley as well and especially appreciate it. You're very strong voice toward seniors, youth, and person of lower income and I know that I'm really glad that we're approving Clipper-START today, that is your baby and I really appreciated you always being an advocate and sort of holding the rest of us to task and to make sure that we honored everybody throughout the whole system and future riders as well. You really stood out for that and I'll see on the train, we need to go somewhere and have fun.

Director Hillmer, Shirley I've really appreciated getting to work with you, getting to know you on the Board. One thing I wanted to tell you, please never stop being yourself when you're working with a team. One of the great things I've learned from you I could really trust everything that you were saying at these meetings to be representative of something that you were seeing regarding you constituency and I value that very much because it's quite often brought into perspective to every item that we were discussing. And I just want to tell you I think you are a very strong leader and I really appreciate having learned more from you while working on the Board.

Vice Chair Pahre stated first, I've said this to you in an e-mail the other day, Shirley. Your creative approach to things. I think you were on a Board meeting and suddenly, you'd come up with an idea and we'd all kind of look and go really, that is a great idea. And, it would be something that we hadn't thought of. So, I appreciate that. I think the think that will stand out, though, is the day that we all got on the train and you rode your horse to mount the train.

Director Zane responded that I didn't do that, but it was something kind of weird though. We went over the bridge and I had to get back for something and so they had to bring a ladder so I could get off. I remember that.

Chair Lucan stated hank you to Director Zane, Director Phillips and Director Naujokas. He also reminded the Board and public that we have one more listening session focused on the bike and pedestrian path. He hopes for lots of public participation and stated it will be held at 5:00 today.

#### 4. General Manager's Report

General Manager Mansourian welcomed SMART's new Chief Financial Officer Heather McKillop.

He stated that the ridership since we opened our doors, we have carried over 1,930,852 people so far, over 197,000 bicycles and over 7,200 people using wheelchairs. We continue posting our weekly ridership on our website.

He stated, yesterday, SMART's business deal for selling a property behind our downtown Santa Rosa station officially closed. The property now officially belongs to Cornerstone Community Properties.

He additionally stated as of an hour ago, the corona virus relief bill is still on the move. It appears there is \$15 billion for Transit, which is about one third of what was on the first one.

He updated the freight transfer had two items from North Coast Railroad Authority. NCRA had to go to California Transportation Commission (CTC) and get permission to transfer certain properties south of Sonoma-Mendocino County line as well as transfer the freight easement from their freight operator (NWPCo) to SMART. This item had to be approved by the CTC. The CTC had received letters of objection from Mike Arnold and Dave Schoenbrunn and the CTC unanimously approved NCRA's request as recommended by their own staff. We now will move onto the Federal process.

He also stated that Senator McGuire has introduced Senate Bill 69. Senator McGuire had previously introduced Senate Bill 356 and is basically what this Bill is. It starts splitting the organization of NCRA of having jurisdiction and they will be doing the Redwood Trail from the Sonoma Mendocino County North. This Bill also deals with their Board of Directors who gets

to appoint what and the transfer and repeat some of the duties for SMART. I will bring Senate Bill 69 for your support and consideration.

He brings two short presentation. The first one is to remind everybody how much work our operations team does in making sure that our train, stations and our facilities are safe, sanitized and how they are dealing with COVID-19.

Husani Longstreet delivers the first presentation and update on the protocols SMART has taken regarding COVID-19. There are hand sanitizers throughout the rail cars. Guidelines have been posted also throughout the train. They have increased vehicles cleaning from one daily to twice a day. SMART now can provide passengers with facial covers if they don't have one while entering the train. The onboard circulating system has been upgraded as well. The presentation showed slide photos of the train being clean, sanitized with electrostatic sanitizers. The conductors can also hand out sanitized towelettes for passenger if they prefer to wipe down their own tables and handrails before they sit down. The heating ventilation Air Conditioning System (HVAC), we have two per train. To refresh your memory 25% of the air supply comes from the outside and 75% of the air is re-circulated into the system. This air is mixed and released throughout the car. Our units are filtering the air every minute and 20 seconds. Every 5 minutes and 20 seconds the whole DMU is refreshed with new air. Again, we have installed and upgraded our filter systems with MERV efficiency reporting value. Before this implementation it was estimated that the MERV 8 filters provided roughly 20% improvement of harmful pathogens in the air. With the new MERV 13 filters are now capturing more pathogens. This modification provides a 67% improvement over the old filters. A second line of defense, which is also new and I'm very proud of, against the air borne pathogens SMART has installed UV sterilizers to the HVAC systems on board the trains. This system will help break down the DNA with the pathogens to keep them from growing and killing them overall. Whatever pathogens get through the filters, the UV sanitizers will basically burn it and kill it. The filters are changed regularly during maintenance and the numbers are perfect. As far as UV upgrades, we've had a few challenges with regards to the brackets. This work is being performed by a third-party contractor to fabricate and they have challenges as well with their employee's being available to work due to COVID. We hope to get all new brackets and purchase all the UV lamps and have them installed by the first week of March 2021. MTC has a rating system regarding face covers, social distancing, cleaning and disinfecting the train, SMART has the rating of 5 which is a perfect score. Many hours have been spent on this project. I want to recognize Michael Wiltermood our engineer with his effort that he and his team have done for this project. There is no question that SMART recognizes passengers and employee's safety is paramount. What we do here at SMART is to provide a beautiful service for the economy and North Bay Community. SMART started service in August of 2017 and I want everyone to understand that during that time, we've encountered floods, two fires and are now we are enduring a pandemic.

Some of the conversations I've had over the last couple of years with riders, if you may. "I'm very happy with the service." One example, Miss Kelly puts her son on the train from Novato, Hamilton to ride the train up north to Petaluma for school. Her faith in the service that we

provide allows her to put her son on the train for school. We have Mr. David and Miss Mariah who catches the train from Santa Rosa to Larkspur, just to go out for an outing, to get out of the house to enjoy themselves to have dinner. SMART is making changes in peoples lives. I want to make sure we understand that what we've done over the last three years is not a simple feat that and we are very, very proud of this. For all the naysayers out there, please spin that energy to find ways to help SMART and improve SMART. It's not helping anyone if we spend negative energy to downplay a beautiful system that's helping the community.

Chair Lucan thanked for the presentation and stated it's clear your entire team have taken a tremendous amount of pride in getting this service running as well as it is as clean as it is and safe as it is and we applaud you for those efforts.

Director Rabbitt thanked the staff and thanked the agency for making the investment. He stated, I think we all recognize, especially with the impending more global shutdowns in place that we're still waiting for passengers to return in mass. I mean, obviously what actions that the staff has taken cleaning and changing out the filters and all the other things that were recognized here was an important thing to do not only form now, and hopefully it will be relatively soon as we can get the vaccines out and about. I know that MTC is going to be doing some additional outreach advertising and whatnot. It's exactly what we talked about at MTC to make sure that the public felt safe as possible with public transit and again, I just want to thank staff for all the great work that they've done to get us to this point.

Director Hillmer stated that he wanted to echo everything Director Rabbitt said, but in addition, I want to recognize just how important this work is. These are important public safety jobs and protecting the community, protecting this transportation asset is part of seeing us through these very difficult times during the pandemic. So, I want to acknowledge the dedication and commitment of staff and all of the workers as very important public safety workers they're just not staff SMART employees but they are essential public safety resources and I want to express my gratitude and I'm sure the Board agrees.

Director Fudge stated that she wanted to add her thanks to Mr. Longstreet. and his team and all the people that we don't see behind the scenes anymore. I've ridden the train a few times since all these procedures were put into place and the riders felt very comfortable and very safe. I did as well. There have been even more improvements since I rode. I just want to thank you for that. Director Hillmer just stated that your essential workers, I'm hoping your in one of the first groups to the vaccine. If there is anything we can do to help with the County Health Department or Dr. Mace whatever it is, along with grocery workers and everybody that has a lot of contact with the public, which you do, I am hoping that we can help you.

Director Zane stated, thank you to Director Fudge and agreed with her. She thanked Mr. Longstreet for telling the stories of the people who ride the train. We must keep telling those stories. I think that's what it's all about. You know how this train is changing lives. Just for the rest of the Board, I'm going to throw down a little challenge here for the New Year. I've had this picture on my Facebook and you can go on it and see it better on Facebook there.

There's my whole family in front of a SMART train. This has been on my Facebook cover for about three years now. So, put a SMART picture up on you cover and remind everybody that we are here, we aren't going away. We're just getting better and now the vaccines are coming out, it's going to be safe to ride the train again. Thanks again.

General Manager Mansourian wanted to finish the year and to compliment everything your Board just said, SMART is a big part of the community and the event that we held recently was a demonstration of that. Matt Stevens will provide your Board of a very, very successful community event we had.

Matt Stevens discusses the toy drive. I'd like to remind us that we began doing these toy drives in 2016 when we first received our DMU's and we did a staged display in three different stations and that was a very successful toy drive. Every year since, 2017, 2018, 2019 and then now in 2020 we've said that every year it's been more important than ever to be a part of our community and gather toys to distribute to people in need and this year was even more so. So, I'd like to share with you what we did (slide show) despite COVID, so we had to really re-think what we did to what we were going to do to gather toys and so we decided to partner up with other community groups and community leaders and we had quite a group of people both in Novato and in Santa Rosa on December 5, 2020. We set up a drive thru station where people could bring toys and drop them off. We worked with Toys for Tots in Santa Rosa. We used 5-foot long tubes decorated like candy canes to distribute gifts for the people that brought Toys and/or food while socially distancing ourselves. We gave free train ride passes; hand sanitizers that were provided by Sutter Health. We also partnered with Law Enforcement Chaplaincy Service of Sonoma County, the Novato Fire District, KZST Radio, and Redwood Empire Food Bank. We have fantastic media coverage KCBS came out and provided coverage in Novato. We invited car clubs to come through and we had quite a turnout from members of the public who came to see the train. Many SMART family members came out to participate a join us in the toy drive. Now here's the good part. We had an extremely successful result; over 900 toys were donated in Santa Rosa and more than 200 pounds of food was donated. We had over 600 toys donated in Novato and the Novato Fire District brought their larges cargo van and they filled it from front to back with toys.

General Manager Mansourian said, Mr. Chairman, on behalf of SMART staff and family we wish you and member of the public a wonderful holiday season.

Director Zane commented that the Redwood Food Bank really needs people to give out the boxes of food, so I'm going to do that this Saturday. I just wanted to share that with the other Board members because I know that not only is the food bank needing money and food this year because there's so many people out there that need it, but they do need volunteers too. So, if you're looking for something to do over the holidays in terms of volunteering, they really need volunteers.

Director Rabbitt had a question for the General Manager, I know it's a fluid situation in Washington, DC, I see that State and Local aid is off the table as of right now, but does Van



Scoyoc believe since this one third of the dollars that we got previously, I assume that the distribution model might be the same. One can extrapolate the 1.3 billion the Bay Area got to kind of figure out what we could expect. But I'm wondering if Van Scoyoc believes that this is it, or this is only it until Biden and crew get in and something comes in maybe in late spring. Any idea because I would imagine the duration of whatever comes out of this Act or this stimulus will really be important to know how far it can be stretched.

General Manager Mansourian stated, great question Sir. As of yesterday, their best thought was since they cannot get an agreement, they're going to do this into two folds. The smaller package of some 900 billion is not going to have anything for the States and will have the small amount for transit. Then the second package which they are still arguing over will have additional money. So, that's really the latest information.

Director Rabbitt responded that I know that we, well obviously all assistance is welcome. Those entities that are more sales tax dependent, especially in California haven't been hit as hard, although we've all been hit, and obviously fair box is another matter. So, I guess we just got to make sure that we keep staying disciplined and understand where those dollars lie. What we need to do to advocate and make sure that we can keep the system running for as long as possible at the levels that we need to. So, thank you for that, I appreciate that.

#### 5. Public Comment on Non-Agenda Items

Jack Swearingen just wanted to say quickly that friends of SMART gratitude to Shirley and Gary and Joe and Chris for their changing lives. I think maybe Gary and Joe are listening and because they can't get SMART out of their blood it's in there forever and Chris congratulations on your new appointment. We in Santa Rosa will benefit as well as will SMART. Shirley, you not only served boldly and bravely, but you also just celebrated your 39<sup>th</sup> birthday, is that right? This report about clean trains filtering the air and cleaning service in my mind is so significant that it's worthy of a press release. The public needs to know these things because they're afraid and if SMART isn't going to do it, I will get a hold of Kevin Fixler and say write this up. It's worthy of publicity more than I think it's gotten so far. And, the fact that it got a five-star rating from MTC is equally significant. I think that's it for a moment accept that Friends of SMART also endorsed a letter that Transportation for America sent to Congress rallying for funds for transit. So, in our own tiny way, were helping to get this money released. Thank you all.

Richard Brand, good afternoon everybody and thanks for this meeting and I'm glad to reconvene again. I have three items I want to briefly bring up. I would ask that staff formally introduced as the new CFO with a last name. I heard Heather, but I don't know her last name. So, I think the public would like to know, formally her name. That's item number one. Again, it would help, I would suggest that staff go to presentation mode when you use the slides zoom has that as a function. It was on for about 30 seconds and then it was off was hard to read those slides, I'm on an I-pad sorry, and my eyes aren't that good. And thirdly, I want to wish everybody a happy holiday and wonderful year. You people have persevered in tough

times. I think that our new president is pro rail and I think we're going to really benefit from that. So, I look forward to next year with Board. Thank you very much.

Sheila Baker, as a rider and an appreciator of SMART train, I too would like to offer my appreciation, my deep appreciation to Director Zane for her long years of service to SMART as well as a Board of Supervisor for our County. It was wonderful. We of course appreciate our representative for Petaluma Director Rabbitt and know that his contribution to other areas and other entities really matter. And that's the same for Director Zane. There is so much more than just her District to her area. He has helped everyone, you know. That has ever used SMART, that would ever think about using SMART and really been just the best ambassador. So, I just what to say thank you, thank you, thank you. Director Zane you are wonderful, thank you for your service

Duane Bellinger I just want to offer personal opinion here, and that is to say that I'm concerned that the proposed housing development at Corona station is not being designed for people who would use SMART for commute or for pleasure and you should certainly be thinking about how you can increase the ridership at each station. Thank you very much and have a happy holiday.

6. Consent
  - a. Approval of Monthly Financial Reports
  - b. Accept Ridership Report-November 2020
  - c. Approval of Van Scoyoc Associates Second Contract Option
  - d. Approval of Netwoven Contract Amendment No. 2
  - e. Approve a Resolution for the Conversion of One Full Time Equivalent (FTE) Administrative Analyst to an Accounting Assistant to the Approved Positions for Fiscal Year 2020-21 Budget

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

**MOTION:** Director Garbarino moved approval of the Consent Agenda as presented. Director Zane second. The motion carried 8-0-1 (Director Rogers did not respond on zoom).

7. Approve a Supplemental Resolution of Support Affirming SMART's Participation in Regional Means Based Fare Program (Clipper START)

Grant Manager, Joanne Parker stated, the item before you today is a revisiting of the resolution that your Board first considered in February of 2020 requesting participation in the regional low income fare program. At the time, in February we were asking to be a part of a pilot program and your Board adopted all of the programmatic fare policy components of that request with a 50% discount off adult fares and a request to be part of the program along with the four large regional operators commission. Agreed to expand a clipper Start program which is the new name for the regional low-income fare program to include any operator in the region that wanted to participate in part because of COVID conditions and wanting to

recast transit in the region. At that time, we already had a business rule case adopted by our Board in February for what the fare program would look like. We proceeded with that and had the system set up within the clipper system and was launched November 23<sup>rd</sup> on SMART at a 50% discount rate Santa Rosa City bus, Sonoma County Transit at a 20% discount rate and Marin Transit at a 50% discount rate in conjunction with Golden Gate Transit. This resolution before you today reaffirms participation in the program designates the General Manager to not only provide this specific language in the resolution that's attached, but also any additional information required by Clipper Start, and request reimbursement from the Metropolitan Transportation Commission for partial offset of lost revenues for participation in the program. I will just end by saying, despite the fact that the program was launched Thanksgiving week and it's been a bit chaotic with the different COVID restrictions and who needs to go to work, who can no longer travel for whatever purpose. Despite that, we do have a couple of parties using the Clipper Start Program on SMART already and I anticipate that will only grow over time as the larger economy recalibrates itself.

Director Zane stated this is really exciting. So, it's no longer a pilot program?

Joanne Parker stated It is still a pilot program, but it has been added to all operators in the region, not just the original four and it launched in July on the original four. Everybody else has been rolled in now and in the coming months. I think it's not really set up about when the pilot will end, other than there's a series of funding actions that have supported the pilot when those run out, it's likely that there will be a reconsideration of the program about 12 more months is the estimate.

Director Zane stated, well Rabbitt and I know that sometimes you just call it a pilot so you can get it passed, right? And then eventually it's there. That seems like it's often the case (He's laughing) Listen, I think this is so great and I want to know how we're going to market it to the right people?

General Manager Mansourian responded; we are going to rely on internal staff. Our Communication Management Team as well as with help from outside as well as MTC and reach out to the population in both Marin and Sonoma. It is an excellent point you raised. We have to figure out how to get into the communities with this level of income so they're aware of it. I will make sure that I come back and give your Board a report on how we are going to be marketing this. Excellent point

Director Zane responded, Thanks. And I just want to recommend that we make sure it goes into our Spanish paper the Press Democrat runs. And we must hit Spanish newspapers I believe we have like 10 Latino radio stations, so that's another way we can advertise. I'm really excited about this because from the very beginning I've been saying we need to make sure that everybody has a chance to use the train because everybody that pays sales taxes support the train. So, this is good, and I think this is a way we will really grow in terms of our usage.

David Rabbit stated, it's going to offer to staff, I hate to tie the two things together, but with COVID I'm dealing with the health equity core census tracts, we've pinpointed outreach in those areas and we can piggyback on that because I think this is a valuable service that should be offered and some of that work is already done. I'm sure Marin County has done something similar for the COVID outreach. So, maybe that's something that we can work on together to make sure that you get the information you need to make it easier to get that outreach done.

Chair Lucan stated, Wonderful, I think working with our transit partners as well, Marin Transit, Sonoma County Transit, Petaluma. As this Clipper Start program is available and more transit providers, we don't all need to be doing our own efforts but working collaboratively as it could be rolled out by multiple transit providers. So, great ideas and comments. We look forward to hearing that update.

Public Comment:

Sheila Baker I just want to say that it's wonderful and I mentioned it in a public comment for the City not too long ago and I think it's a real selling point for low-income communities. I get as a senior, the half rate. I go all over the place. It's been said, "oh my goodness the train is so expensive" but it's not, it's not. On half rate it's wonderful. This is going to be a blessing for the low income community, and I think they're going to really love it. I'm looking forward to a full schedule again someday when we get through the vaccine and all this stuff because that really was wonderful when SMART would throw in free days for free riding days.

**MOTION:** Director Zane moved and Director Garbarino seconded the motion to Approve a Supplemental Resolution of Support Affirming SMART's Participation in Regional Means Based Fare Program (Clipper SMART) as presented. The motion carried 8-0-1 (Director Rogers left the meeting).

8. Creation of In-House Training Program and Approve a Resolution Authorizing the addition for Two (2) Signal Technician Trainee Positions to the Approved Positions for Fiscal Year 2020-21 Budget

General Manager stated that, I want to acknowledge the tremendous work our Human Resources Department as well as our Operations Department have done and to thank our Union partners and many colleges. This is four years of hard work leading to this decision recommended before your Board.

Human Resources Manager, Lisa Hansley reported, I'm very excited to recommend this resolution today to add two Signal Technician Trainee position to our Fiscal Year 2021 position allocation I've spoken to the Board before about our recruiting difficulties for railroad specific position and currently SMART has four vacancies out of nine allocated signal technician provisions and you know the combination of the pandemic and the cost of living has made filling these positions very hard for us. Signal Technicians are essential to the safety of our system. No matter how many trains we run every day we still need our Signal Technicians positions filled. To address this challenge, we are recommending the creation of a new

position called Signal Tech Trainee. It has been a long- term goal for SMART as Farhad mentioned to create these in-house programs, so we are excited. We started meeting colleges back in 2016 to talk about career technical education programs, SMART staff has been on the employer advisory panels that the college has created and now the Santa Rosa Junior College is offering some new skills certificate programs that will be beneficial to people who are looking for careers at SMART and more recently Operations staff and HR staff have been collaborating and we have created our first in-house training program for signal technician. I also want to thank Teamsters Local 665 and Tom Woods for their support. We have been talking with the Unions and they have been very supportive about this program. I also want to noted if there are any Budget concerns with this item, please don't be worried because we will be under filling our current Signal Technician vacancy with the trainee so there won't be an increase and we'll actually have a little bit of salary savings when we have a trainee in that position.

#### Directors' Comments

Director Rabbitt It's a year end and it's a bit of a celebration because I think this is a great program. Something similar through President Pahre at the Bridge, where we did a program for the Bus Maintenance workers, I believe mechanics were in short supply, so if they are in short supply, what do you do is go out and actually make the supply yourself and I think this is a great example of that. A highly skill, highly technical I would imagine, need that was absent in the Bay Area, that was hard to attract. This is exactly what we should be doing and congratulations. Thank you for the perseverance for sticking with it. I think we'll see this eventually over the time really be a strong avenue for people to enter the workplace here at SMART with the skills they need to add value to the organization. So, thank you very much for that.

Director Garbarino: Thank you. Thanks so much, I would just like to echo that, in a former life I was a guidance counselor for teenagers at a high school and not everybody wants to go to college and this give other opportunities to people who probably have always wanted to work on a train and perhaps feel as though the only avenue to them was some form of higher education. So, this is just wonderful. Thank you.

**MOTION:** Director Connolly moved and Director Rabbitt seconded the motion to Approve the creation of in-house Training Program and Approve a Resolution Authorizing the addition for two (2) Signal Technician Trainee Positions to the Approved Positions for Fiscal Year 2020-21 as presented. The motion carried 8-0-1 (Director Rogers left the meeting).

#### 9. Recognition of Erin McGrath for her Service as SMART's Chief Financial Officer (*Ceremony*)

General Manager Mansourian Today we're going to celebrate and thank Erin for a wonderful 10 years that she had and everything she did for us. So first let me turn it to you, Mr. Chairman on behalf of the Board.

Chair Lucan we have an official resolution from your SMART Board of Directors. The entire

Resolution was read by Chair Lucan and the General Manager presented a framed copy of said Resolution.

**MOTION:** Vice-Chair Pahre moved and Director Fudge second the motion for Resolution 2020-26, celebrating Erin McGrath years of service with SMART. The motion carried 8-0-1 (Director Rogers left the meeting).

#### Directors' Comments

Director Zane stated, I'm going to take credit for one little thing which is I think it was Kate Sears and I that interviewed and hired Erin. We were on the Finance Committee at the time and she just totally wowed us, and we so desperately needed her, and she has been a change agent in this organization. So, thank you Erin you've just been incredible

Director Garbarino stated I would just like to comment about the polish, but also the, I hate the word, it doesn't seem like transparency, but what you are able to do in showing us exactly the right picture on finance made it completely transparent and it open a sea, of understanding toward the financial picture at SMART and I thank you so much. I appreciate that even more because I'm not a financial person and you just did such a super job. You'll be missed.

Director Hillmer stated, I'll just say that Erin, be prepared for me to thank you repeatedly every time I see you around the City of Larkspur, especially on the bike paths and others hear. So, I hope you don't blush

Director Rabbitt stated, Yeah Erin, obviously you're going to be missed and I think that public servants come in all professions. You epitomize them as a great public servant, and I have much gratitude for your service. I know that with me, you have been patient, you've been thorough, you've been clear, you've been concise that everything one looks for in having to deal with the numbers and such an amazing, amazing accomplishment to be with the organization as it was launched, as it has grown as you have to deal with all the uncertainties and the growth that came with it. So, congratulations and thank you, thank you, thank you.

Director Fudge stated, I just wanted to say thank you once again and I was surprised to hear that you were gone only six months because it felt like five years. I want to thank you for not only doing your job once, but doing it twice and three times because you would present what you needed to present and then we would ask questions and then the public would ask you to go back and you'd have to come back at another meeting and explain everything in a different way again and you really put in your time and we're going miss you more than you know.

Vice Chair Pahre stated, Yes, thank you. I'm going to talk about Erin personally if she doesn't mind. I too, was here in the transition and we missed you terribly. We were devastated when you had to leave for six months. I think I've said this to you before, Erin, You're not the typical bean counter and you know most bean counters are data driven, which indeed you are

sometimes they get into their heads in their data and can't get out to the people and I think you just need to be complimented. What I call it is a grace under fire and you continue to work with those who were disbelievers and trusted that we trusted your numbers, which we did. What I'm hoping for you is that now you can finally get a good night's sleep. So, your clenching your teeth every night knowing you have to come to work in the morning. Thank you.

Chair Lucan. Thank you everyone. Erin, I would just conclude by wrapping things up and saying thank you, thank you for all of your years of service to SMART. I know it's got to be pretty special for you to be able to even just look back now at what you have helped build. Many years from now, to be able to look back as one of those early pioneers that got SMART off the ground, operational and with an incredible excellence in the way that you did it. So, we are forever have a debt of gratitude to you and we thank you for your contributions and you know with some background in finance, I've always appreciated how clear you made the numbers. How transparent you made the numbers. I always say, you know we're one of the, we are the most transparent train organizations agencies out there. I thought you know we're transparent organization and it show in all of our numbers and I just thank you for everything that you've done for us and you are going to be sorely missed so, thank you from all of us to you.

Chief Engineer, Bill Gamlen presented Erin with a plaque and stated, So, often on these large capital projects, it seems like the engineering and the construction team gets more than their fair share of recognition. People see bridges getting built, rails getting laid, pathways getting paved and that's kind of reasonable, but none of that happens without solid finance and good cash flow. Erin you and your team never missed a beat and took care of us. So, all that to get put in place. On behalf of the Engineering Department and with the powers vested in me as the chief engineer of the railroad, I would like to present you with this award for Excellence in Construction Finance. We couldn't be here without you and we wish you the best on all your future endeavors.

Matt Stevens said Erin, you have directly touched the lives of all who work at SMART, and I'm not just referring to our paychecks. Although, thank you for that. I am pointing to your leadership; your compassion and your commitment to integrity and how you've held yourself as a CFO and I really mean that. You have also touched the lives of tens of hundred thousand, of our riders. If your financial guidance to bringing SMART train from a vision to an operating railroad. This gift represents the gratitude of all SMART staff and even though they may not realize it all our riders.

General Manager Mansourian read the certificate: This is a Certificate of special recognition SMART Chief Financial Officer presented in honor of outstanding public service at the Sonoma Marin Area Rail Transit Chief Financial Officer from 2011 to 2020. Ms. McGrath dedication to developing SMART for nearly a decade will leave an incredible legacy following her retirement. From prioritizing the need of the community including saving taxpayers 3.4 million yearly by refinancing 137 million in construction debt, to working to reduce

automobile emissions and combat global warming her positive contribution will benefit the region for years and this is a special congressional recognition from Jared Huffman, United States Congressman. The next one, it is a tremendous accomplishment from Senator McGuire and our three members of the Assembly and basically recognize the tremendous contribution that Erin has made to SMART, the community at large and to the world of transportation. So, the Senator could not be here, Assembly members are in Sacramento, but on behalf of all of them Congratulations Erin.

Erin McGrath stated, Thank General Manager and thank you to the Board and to everybody in my staff, who I love, and my coworkers. It's a good thing I'm wearing a mask, because my face is not so great right now. In life, you spend more time at work than you do at home, so, in the last decade, I've spent more time with my staff and with these fine people in the room that I have with my kids or my spouse which on some days has been a good thing. But it's been a privilege to be here and to spend my time with such a quality hard working group of people who care about the Community. It's been the most challenging and rewarding decade of my professional career. When I came here, I was privileged to be involved with building two hospitals, a public plaza and several housing developments and I thought those were all pretty big deals. Then I came here, and nothing has compared to the impact that of SMART I think is going to have on people's lives. When I started there was just a handful of us and now we're over 130 and while we all try to do together and what I think we achieved is to build something that's going to make our Community a better place for our kids, which is really what matters the most. We are also trying to address climate change, which is the challenge of our days. It really is and everything we can for that that is something worth doing. A decade ago, when I came here, we had no files, we had no accounting system, we had no payroll, we didn't have a detailed Capital Plan. We didn't have any processes; we didn't have any procedures. We didn't even have a permanent office. We didn't have a boardroom, we didn't have a lot of things and every day since then, has been a new puzzle and a new challenge and as Bill Gamlen likes to say, you know we had to build the boat while we were trying to sail the boat and it was a huge challenge. I'm so proud of what we've done here and I think you guys should be proud and I really am only here as the face of all of everyone who comes to work every day, despite some huge challenges, despite some awful things that people have said about us, but mostly all the good things that people have said about us. So, I'm really privileged to have been here and I just want to thank you for all of the, I'm not dying and I'm actually not really retiring, but I appreciate all of these gifts because they really do mean a lot to me and I'm really overwhelmed. I just wanted to thank you

Public Comment:

David Oster, Erin has gotten some of the recognition she deserves, but I just want to say that I've been involved in State and Local Government finance in my life, let alone legal career and I have never ever worked with anybody more professional or better than Erin and SMART's going to miss her but the good work she's done her example and her inspiration are going to live on and I just thank you. Really appreciate it.

Steve Birdleough, I really appreciate the way that you were willing to get up at five in the



morning for meetings with business people who didn't want to spend the middle of their day dealing with SMART issues and that's when the COC met its meetings were at 7:30 and you were always right there, ready, and dealing with some very difficult issues and with some difficult people. You kept you calm all the time and just drew us back to the fact and made it really clear for those of us who hadn't been dealing with finance and government for all our careers. So, thank you, job well done.

Jack Swearengen, I was directed to speak on behalf of Friends of SMART and we would add our words almost nothing we can say, it hasn't been said but I can pick from among the best verbs I've heard or adverbs. For example, we respect Erin because she often was the target of dispute from outside the SMART Organization, but during it, she stood tall, stayed patient, remade polite and maintained a sense of direction. That's pretty admirable and we thank you for this

Richard Brand, Erin you've done an incredible job of keeping things operating and would just offer to nominate you strongly to get the Harry Houdini Award for pulling out so many rabbits out of a hat to financially keep things rolling. So, great job.

Sheila Baker, Erin you are amazing, you were and always be Mighty Mouse to me there, you came to save the day. And that meant mighty Erin was on her way; you were absolutely awesome and there was a time that I was a little bit nervous back in the beginning of the year COVID, Pesky measure I and I just thought no, it's not going to happen and you know, it really did, you made it happen and you and the Board and the General Manager and everyone, I mean a staff absolutely staff, but Erin you are it. You are terrific. Thank you so much for all your wonderful work

10. Adjournment – Meeting adjourned at 3:10 pm

Respectfully submitted,

Patty Jackson  
Legal Administrative Assistant

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



January 20, 2021

**Eric Lucan, Chair**  
Transportation Authority of Marin

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

**Judy Arnold**  
Marin County Board of Supervisors

**Damon Connolly**  
Marin County Board of Supervisors

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

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

**SUBJECT:** Monthly Finance Reports

Dear Board Members:

**RECOMMENDATION:** Information Item

**SUMMARY:**

We are presenting the monthly reports for activity through the month of November which includes transactions for the five months of Fiscal Year 2020-21. All revenues and expenses are currently within budgeted amounts.

The report now reflects sales tax allotments for the first quarter of the fiscal year, and receipts are 2% higher than budgeted. Fare and parking revenues through November are \$285,545 and are 16% lower than budgeted. We are reviewing estimated revenues and expenditures and preparing a mid-year budget reconciliation and update for early 2021. The investment report which shows our bond reserves through November reflects pre-refinancing balances and totaled \$26,103,503 while other cash and investments equaled \$51,052,531.

Very truly yours,

/s/

Heather McKillop  
Chief Financial Officer

Attachment(s): 1) Monthly Finance Report  
2) Contract Summary Report

# Sonoma-Marin Area Rail Transit District

## Monthly Finance Reports

Through November 2020

	FY2020-21						
	Revised Budget		Actual	Remaining Budget			
Revenues							
Administration							
Sales/Use Taxes	\$	26,531,856	\$	8,852,009	\$	17,679,847	
Interest Earnings		436,583		158,592		277,991	
Rent - Real Estate		313,700		167,670		146,030	
Advertising Revenue		225,000		2,735		222,265	
Miscellaneous Revenue		58,824		104,509		-	
Administration Subtotal		27,565,964		9,285,514		18,326,135	
Operations							
Fund Balance		2,394,994		2,394,994		-	
Sales/Use Tax		6,488,898		2,172,276		4,316,622	
Fare & Parking Revenue		2,658,366		282,545		2,375,821	
Federal Funds		9,500,000		4,390,749		5,109,251	
State Grants		6,065,711		873,977		5,191,734	
Other Charges		65,000		31,236		33,764	
Operations Subtotal		27,172,969		10,145,777		17,027,192	
Capital							
Fund Balance		5,174,053		5,174,053		-	
Federal Funds		4,494,025		-		4,494,025	
State Grants		12,626,251		-		12,626,251	
Other Governments/Misc		4,956,500		225,981		4,730,519	
Measure M		157,348		-		157,348	
Capital Subtotal	\$	27,408,176	\$	5,400,034	\$	22,008,143	
Revenue Total		\$	82,147,109	\$	24,831,325	\$	57,361,470
Expenditures							
Administration							
Salaries & Benefits	\$	4,973,854	\$	1,762,757	\$	3,211,097	
Services & Supplies		6,133,260		1,528,002		4,605,258	
Debt Service/Other Charges		16,405,850		3,420,425		12,985,425	
Machinery & Equipment		53,000		2,416		50,584	
Administration Subtotal		27,565,964		6,713,600		20,852,364	
Operations							
Salaries & Benefits		15,510,578		4,712,942		10,797,636	
Services & Supplies		9,232,613		1,636,355		7,596,258	
Buildings & Capital Improvement:		2,429,778		94,154		2,335,624	
Operations Subtotal		27,172,969		6,443,451		20,729,518	
Capital							
Salaries & Benefits		1,417,761		474,738		943,023	
Services & Supplies		852,737		108,901		743,836	
Other Charges		3,756,500		1,064,915		2,691,585	
Machinery & Equipment		3,177,138		-		3,177,138	
Infrastructure		18,204,041		9,797,278		8,406,763	
Capital Subtotal	\$	27,408,176	\$	11,445,832	\$	15,962,344	
Expenditure Total		\$	82,147,109	\$	24,602,883	\$	57,544,226

<b>Investment Report</b>	
	<b>Amount</b>
<b>Sonoma County Treasury Pool</b>	
Bond Reserve Fund	\$ 17,121,706
Interest Fund	1,262,511
Principal Fund	7,719,286
Project Fund	-
<b>Sonoma County Treasury Pool Subtotal</b>	<b>\$ 26,103,503</b>
<b>SMART Operating Accounts</b>	
Bank of Marin	24,252,523
Sonoma County Treasury Pool	26,800,008
<b>SMART Operating Accounts Subtotal</b>	<b>51,052,531</b>
<b>Investment Report Total</b>	<b>\$ 77,156,034</b>

<b>Capitol Project Report</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Remaining</b>
<b>Additional Railcar Purchase</b>			
Revenues	\$ 11,000,000	\$ 8,250,000	\$ 2,750,000
Expenditures	\$ 11,000,000	\$ 8,250,000	\$ 2,750,000
<b>San Rafael to Larkspur Extension</b>			
Revenues	\$ 65,000,000	\$ 12,253,326	\$ 52,746,674
Expenditures	\$ 65,000,000	\$ 24,403,333	\$ 40,596,667
<b>Windsor Extension</b>			
Revenues	\$ 13,573,526	\$ 111,430	\$ 13,462,096
Expenditures	\$ 13,573,526	\$ 310,986	\$ 13,262,540



## Contract Summary

Active Contracts as of December 1, 2020

Contractor	Scope	Fiscal Year 20/21 Projected	Fiscal Year 20/21 Actuals-To-Date	Remaining
A.J. Janitorial Service	Janitorial Services for all Stations, Roblar, ROC, and Fulton	\$109,500.00	\$42,900.00	\$66,600.00
AI-Media, Inc.	As Needed Live Captioning Services for Public Meetings	\$7,500.00	\$900.00	\$6,600.00
Air Technology West	Maintenance and On-Call Repair for Air Compressors	\$7,856.00	\$0.00	\$7,856.00
Alcohol & Drug Testing Services, LLC	DOT Drug and Alcohol Testing	\$25,000.00	\$3,033.00	\$21,967.00
Alliant Insurance Services	Insurance Brokerage & Risk Management Services	\$80,250.00	\$0.00	\$80,250.00
American Integrated Services, INC.	On-Call Biohazard Remediation Services	\$50,000.00	\$0.00	\$50,000.00
American Rail Consultants, Inc.	Railroad Bridge Engineering, Inspection, & Design	\$40,000.00	\$4,225.00	\$35,775.00
Aramark Uniform Services	Employee Uniform Provider and Cleaning Service	\$18,000.00	\$7,794.00	\$10,206.00
Asbury Environmental Services (AES)	Recycling & Disposal Service for Used Oil, Fuel Filters, Rags, and Related Equipment	\$20,253.00	\$515.00	\$19,738.00
Barbier Security Group	Security Patrol Services along Right-of-Way	\$74,825.00	\$0.00	\$74,825.00
Barnes & Company, LLC	Safety Outreach Services	\$15,000.00	\$0.00	\$15,000.00
Becoming Independent	Emergency Bus Bridge Services	\$50,000.00	\$4,000.00	\$46,000.00
Bettin Investigations	Background Investigations	\$8,000.00	\$449.00	\$7,551.00
Bright Star Security, Inc.	Security Patrol Services at SMART's Cal Park Tunnel	\$10,440.00	\$4,350.00	\$6,090.00
Burke, Williams & Sorensen, LLP	Litigation Support Services	\$100,000.00	\$0.00	\$100,000.00
Business Training Library, LLC	Cloud-Based Learning Courses	\$12,605.00	\$12,605.00	\$0.00
Certified Employment Group	Temporary Staffing Services	\$35,000.00	\$0.00	\$35,000.00
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$36,000.00	\$4,128.00	\$31,872.00
Civic Edge Consulting	Social Media Outreach Strategy Consulting	\$99,975.00	\$0.00	\$99,975.00
Corey, Canapary & Galanis	NTD Compliant Passenger Counting Services	\$26,282.00	\$4,200.00	\$22,082.00
DeAngelo Brothers, LLC (DBI Services)	Vegetation Control Services	\$38,000.00	\$0.00	\$38,000.00
Delta Wheel Truing Solutions	Modifications to the Wheel Truing Machine	\$34,911.00	\$34,911.00	\$0.00
Doug Williams	Fire and Life Safety Consultant	\$8,000.00	\$315.00	\$7,685.00
Dr. Lance O'Connor	Occupational Health Screening Services	\$3,000.00	\$0.00	\$3,000.00
Dr. Mark Clementi	Pre-Employment Psychological Evaluations	\$25,000.00	\$8,577.00	\$16,423.00
eLock Technologies, LLC	Station Bike Lockers and Maintenance Services	\$13,130.00	\$2,783.00	\$10,347.00
Emily Betts	Transit Planning & Related Services	\$50,000.00	\$1,275.00	\$48,725.00
Empire Cleaners	Uniform Dry-Cleaning, Laundering, and Related Services	\$40,000.00	\$4,902.00	\$35,098.00
Emtec Consulting Services, LLC	Oracle Accounting System Support Services	\$15,000.00	\$0.00	\$15,000.00
Environmental Logistics, INC.	On-Call Biohazard Remediation Services	\$150,000.00	\$0.00	\$150,000.00
Federated Indians of Graton Rancheria	Tribal Monitoring for Ground-Disturbing Activities - Windsor	\$13,500.00	\$619.00	\$12,881.00
George Hills Company, Inc.	Third Party Claims Administration Services	\$25,000.00	\$1,744.00	\$23,256.00
GHD, Inc.	3 Segments MUP Petaluma - Penngrove - Rohnert Park	\$949,101.00	\$327,712.00	\$621,389.00
GHD, Inc.	SWPP Compliance, AutoCAD Management, Traffic and Hydraulic Analysis	\$52,371.00	\$25,044.00	\$27,327.00
Golden Gate Bridge, Highway and Transportation District	Customer Service Support Services	\$30,971.00	\$30,971.00	\$0.00
GP Crane & Hoist Services	Cal/OSHA Crane Inspection Services	\$15,000.00	\$450.00	\$14,550.00
Granicus, Inc.	Media Streaming & Internet Broadcasting Services	\$2,986.00	\$0.00	\$2,986.00
Hanford A.R.C.	Implementation and Monitoring Las Gallinas Creek Riparian Enhancement Plan	\$16,600.00	\$2,610.00	\$13,990.00
Hanson Bridgett LLP	Legal Services	\$100,000.00	\$18,529.00	\$81,471.00
Hogan Lovells LLP	Legal Services - Freight and Passenger Rail Sector	\$25,000.00	\$4,979.00	\$20,021.00
Holland Company	Track Geometry and Measurement Services	\$24,000.00	\$24,000.00	\$0.00
Hulcher Services, Inc.	On-Call Derailment Services	\$100,000.00	\$0.00	\$100,000.00
Innovative Business Solutions	Payroll Processing Services	\$35,400.00	\$8,025.00	\$27,375.00
Intelligent Technology Solutions, Inc.	Maximo MMS Implementation and Support Services	\$228,000.00	\$51,247.00	\$176,753.00
JMA Civil, Inc.	On-Call Civil & Rail Engineering Design Services	\$96,000.00	\$0.00	\$96,000.00
Leete Generators	Generator Maintenance	\$4,392.00	\$3,236.00	\$1,156.00
LM Disability Consulting	Disability Access Consulting	\$12,000.00	\$2,556.00	\$9,444.00
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$570,000.00	\$19,000.00	\$551,000.00
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$9,966.00	\$5,665.00	\$4,301.00
Maze & Associates	Financial Audit Services	\$53,116.00	\$29,667.00	\$23,449.00
MGrodner, LLC	Project Management Services	\$30,000.00	\$1,853.00	\$28,147.00
Mike Brown Electric Co.	On-Call Electrical Maintenance	\$25,000.00	\$0.00	\$25,000.00
Militus, Inc.	Cyber Security Services	\$40,000.00	\$40,000.00	\$0.00
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$5,000,000.00	\$2,453,438.00	\$2,546,562.00
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$16,118.00	\$11,867.00	\$4,251.00

Contractor	Scope	Fiscal Year 20/21 Projected	Fiscal Year 20/21 Actuals-To-Date	Remaining
Netwoven Inc.	SharePoint Maintenance, Support, Implementation, and Related Services	\$57,000.00	\$21,120.00	\$35,880.00
Nextdoor Inc.	Use of Nextdoor Platform for Community Notifications	\$10,529.00	\$7,521.00	\$3,008.00
Nixon Peabody LLP	Bond Counsel Services	\$100,000.00	\$80,000.00	\$20,000.00
North Bay SAP Services	Substance Abuse Professional Services	\$3,800.00	\$0.00	\$3,800.00
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$19,888.00	\$1,033.00	\$18,855.00
Oracle	Fusion ERP System	\$47,712.00	\$23,856.00	\$23,856.00
Pamco Machine Works, Inc.	Railroad Wheel Pressing Services	\$174,920.00	\$72,219.00	\$102,701.00
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$18,000.00	\$3,000.00	\$15,000.00
PFM Financial Advisors, LLC	Bond Refinancing Financial Advising Services	\$150,000.00	\$150,000.00	\$0.00
PFM Financial Advisors, LLC	Financial Advisory Services	\$20,000.00	\$0.00	\$20,000.00
Portola Systems, Inc.	SMART Station Network Configuration Services	\$220,545.00	\$162,981.00	\$57,564.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$38,000.00	\$1,707.00	\$36,293.00
Premier Fall Protection, Inc.	Inspection and Certification Services for SMART's Fall Protection Equipment	\$8,000.00	\$0.00	\$8,000.00
Rallquip, INC.	Providing Portable Hydraulic Rerailing Equipment, Training, and Related Services	\$147,721.00	\$0.00	\$147,721.00
Santa Rosa Fire Equipment Service, Inc.	SMART Fire Equipment Maintenance	\$10,000.00	\$137.00	\$9,863.00
SEFAC USA	Portable Lifting Jack Inspection and Certification Services	\$8,000.00	\$1,270.00	\$6,730.00
Sonoma County Fleet Operation Division	Non-Revenue Fleet Maintenance Services	\$50,000.00	\$4,483.00	\$45,517.00
Sperry Rail Service	Rail Flaw Detection Services	\$13,500.00	\$0.00	\$13,500.00
SPTJ Consulting	Network Infrastructure, Security, Migration and Setup Services	\$340,470.00	\$47,447.00	\$293,023.00
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$9,946,500.00	\$7,603,129.00	\$2,343,371.00
Stacy and Witbeck/Herzog, JV	Design/Build Construction of Civil, Track & Structures Improvements of Larkspur Extension	\$443,166.00	\$443,166.00	\$0.00
Stantec Consulting Services, Inc.	Environmental Permit Management and Construction Compliance Monitoring	\$30,830.00	\$6,439.00	\$24,391.00
Stericycle, Inc.	Medical Waste Pick-Up and Disposal Services	\$1,836.00	\$0.00	\$1,836.00
Sue Evans	Real Estate Acquisition, Relocation Services, Appraisal Support, Title Investigation Services	\$10,000.00	\$0.00	\$10,000.00
Sumitomo Corporation	Manufacture & Delivery of Rail Vehicles	\$2,750,000.00	\$0.00	\$2,750,000.00
Summit Signal, Inc.	Emergency Call-Out Services for Track and Signals	\$11,056.00	\$10,598.00	\$458.00
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program	\$5,000.00	\$192.00	\$4,808.00
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$8,400.00	\$0.00	\$8,400.00
Testing Engineers, Inc.	Material Failure Analysis on cracked flywheel from DMU	\$4,500.00	\$4,500.00	\$0.00
Triliant, LLC	Online Training Program	\$444.00	\$0.00	\$444.00
Transportation Analytics	Transit Financial Modeling, Benchmarking, Performance Metrics, Benefit-Cost Analysis, and Strategi	\$25,000.00	\$8,190.00	\$16,810.00
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$1,000.00	\$1,000.00	\$0.00
United Mechanical Incorporated	HVAC Service, Maintenance and Related Services	\$10,513.00	\$1,532.00	\$8,981.00
United Mechanical Incorporated	Repair Air Dryer located at ROC	\$3,317.00	\$3,317.00	\$0.00
United Mechanical Incorporated	HVAC Maintenance Services at SMART Facilities	\$8,709.00	\$6,487.00	\$2,222.00
Van Scoyoc Associates	Federal Lobbying Services	\$30,000.00	\$20,000.00	\$10,000.00
VenTek Transit Inc.	Clipper Vending Machine Operations and Maintenance Services	\$45,746.00	\$42,796.00	\$2,950.00
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$210,414.00	\$0.00	\$210,414.00
VenTek Transit Inc.	Clipper Card Vending Machine Contract Assigned to SMART	\$77,138.00	\$0.00	\$77,138.00
WBE	Existing CCTV System On-Call Maintenance	\$25,000.00	\$4,707.00	\$20,293.00
West Coast Arborists, Inc.	Tree Trimming, Removal, and Related Services	\$30,000.00	\$0.00	\$30,000.00
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$30,000.00	\$0.00	\$30,000.00
WRA Environmental Consultants	Environmental Permitting, Management, & Support Services	\$204,000.00	\$64,297.00	\$139,703.00
Ziebarth and Associates, Inc.	Freight Service Consulting Services	\$20,000.00	\$6,469.00	\$13,531.00
	<b>Totals</b>	<b>\$24,048,702.00</b>	<b>\$12,008,667.00</b>	<b>\$12,040,035.00</b>

Actuals-To-Date includes invoices that have been approved as of November 30, 2020, but may not have been processed in SMART's Financial System



January 20, 2021

**Eric Lucan, Chair**  
Transportation Authority of Marin

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

**Judy Arnold**  
Marin County Board of Supervisors

**Damon Connolly**  
Marin County Board of Supervisors

**Debora Fudge**  
Sonoma County Mayors' and  
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**Patty Garbarino**  
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Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

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

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

**SUBJECT:** Monthly Ridership Report – December 2020

Dear Board Members:

**RECOMMENDATIONS:** Information Item

**SUMMARY:**

We are presenting the monthly ridership report for activity for the month of December 2020. This report shows trends in ridership for SMART by tracking Totals, Average Weekday riders, and Average Weekend/Holiday riders via the two methods we employ to track riders on a daily basis: Onboard Counts and Clipper + Mobile App paid fares. The report details bicycles and wheelchairs counted as well.

As discussed in prior presentations to Your Board, both methods of counting are necessary to track progress. Onboard Counts capture all riders, including the riders who are riding during the Free Fare Days or Free Fare Programs offered by Your Board, riders with passes who neglect to tag on or off, as well as categories of riders such as children under five years old. Therefore, Clipper + Mobile App paid fare reports do not capture all riders.

This and future reports will compare the most recent month to the same month during the prior year, as is standard industry practice for tracking trends over time. The report also shows progress so far in the Fiscal Year compared to the same time in the last Fiscal Year, to enable tracking of riders relative to budget expectations.

SMART's rider data for November 2020 was posted on the SMART Ridership website (<http://sonomamarintrain.org/RidershipReports>) and SMART's detailed December 2020 data will be posted once validated.

The report covers the initial impacts of the new Stay at Home orders issued in Marin and Sonoma Counties in December 2020. Sonoma County had remained in the Purple Tier throughout the pandemic and Marin County had previously improved such that restrictions were lifted to allow for things such as indoor dining and school reopening. Prior to the December reissuance of Stay at Home orders, there had been a slow increase of riders returning to SMART and other Bay Area transit operators.

SMART is running a reduced level of service from pre-pandemic levels. In response to the pandemic, SMART annulled service on weekends starting March 21, 2020, and reduced weekday services, first from 38 to 34 trips, then to 32 trips and, starting April 6, reduced weekday service to 16 trips.

**FISCAL IMPACT:** None

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

Very truly yours,

/s/

Joanne Parker

Programming and Grants Manager

Attachment(s): December 2020 Monthly Ridership Report



**DECEMBER 2020 (COVID 19) SMART RIDERSHIP**

SMART Ridership Report  
Board of Directors,  
January 20, 2021

December 2020 saw COVID-19 related public health orders to Stay at Home reinstated across counties in the Bay Area, reversing the earlier lifting of restrictions. Though Sonoma County had never left the most restricted tier (Purple) in 2020, Marin County had moved into less restricted tiers in Fall 2020 allowing, for example, indoor dining and schools to reopen. With those openings, SMART, along with other Bay Area Transit Agencies, had seen slight increases in ridership compared to the early months of the pandemic (April & May). Compared to November 2020, average weekday ridership decreased by 26% with the reissuing of Stay at Home Orders for Sonoma and Marin Counties in the second week of December 2020.

SMART modified services in March 2020 due to the pandemic, with weekend service annulled starting March 21/22 and weekday service reduced first by 4 trips (down to 34) on March 23<sup>rd</sup>, then by another 18 trips, (down to 16), on April 6.

SMART's December 2020 ridership was down 87% overall compared to December 2019. Total ridership year-to-date is down 86%. Fare payments in December through the Clipper and SMART App systems were also down 86% from the previous year. The total number of bicycles is down 73%. However, the percentage of riders bringing bicycles onboard grew from 8% in December 2019 to 23% in December 2020.

MONTHLY TOTALS YEAR-OVER-YEAR	Dec 2019	Dec 2020	% Change
Total Ridership (Onboard Counts)	58,199	7,414	-87%
Total Paid Ridership (Clipper + App Only)	49,907	6,983	-86%
Average Weekday Ridership (Onboard Counts)	2,391	337	-86%
Average Weekday Paid Ridership (Clipper + App Only)	2,090	317	-85%
Average Weekend/Holiday Ridership (Onboard Counts)	814	0	-100%
Average Weekend/Holiday Paid Ridership (Clipper + App Only)	666	0	-100%
Total Bikes Onboard	4,754	1,690	-64%
Total Wheelchairs Onboard	246	23	-91%

FISCAL YEAR-TO-DATE (JUL - DEC)	Fiscal Year 2020	Fiscal Year 2021	% Change*
Total Ridership (Onboard Counts)	371,564	52,450	-86%
Total Paid Ridership (Clipper + App Only)	294,744	48,886	-83%
Average Weekday Ridership (Onboard Counts)	2,565	410	-84%
Average Weekday Paid Ridership (Clipper + App Only)	2,094	381	-82%
Average Weekend/Holiday Ridership (Onboard Counts)	940	0	-100%
Average Weekend/Holiday Paid Ridership (Clipper + App Only)	629	0	-100%
Total Bikes Onboard	41,767	11,112	-73%
Total Wheelchairs Onboard	1,379	184	-87%

\*NOTES: COVID-19 Stay at Home Orders issued third week of March 2020. SMART annulled services starting March 21. SMART experienced similar ridership reductions to other transit systems in the Bay Area and Nationally. Free fare days and free fare programs offered in Fiscal Year 2020 also contributed to lower Clipper + App numbers. Stay at Home Orders were re-issued in December 2020 and extended in January 2021.



January 20, 2021

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Transportation Authority of Marin

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

**SUBJECT:** Approval of Award of Contract to Alliant Insurance Services, Inc. Contract for Insurance Brokerage and Risk Management Consultation Services

Dear Board Members:

**RECOMMENDATION:**

Approve award of contract for insurance brokerage and risk management consultation services to Alliant Insurance Services, Inc., for \$440,000 for up to six years. \$290,000 for the first four years, and \$75,000 for each option year for a maximum of two additional one-year terms.

**SUMMARY:**

In November and December of 2020, we conducted an open public procurement process for our insurance brokerage and risk management consultation needs. This contract provides important services related to our entire risk management plan, which includes rail and general liability, property, worker's compensation and other needed insurance coverage. We requested proposals from firms that were well-versed in insurance markets, particularly the difficult and volatile rail market, and also requested firms that were experienced in advising comparable public agencies in California. The Consultant will also work closely with SMART staff in the processing of certificates of insurance, advising on relevant policies, and reviewing contracts for insurance information.

SMART received three proposals which were evaluated based on the firm's experience and qualifications, quality of their work plan, and their reputation.

As a result of our evaluation process, we are recommending to retain our current Alliant Insurance Service team as we have had excellent service with them to date, their proposal was to continue that excellent service, and their cost is actually lower in the coming years than we are currently paying.

The Alliant team has significant experience both with public entities and with commuter rail insurance programs, including TriMet in Portland, North County Transit District in San Diego, and Valley Transit Authority in Santa Clara. The senior Alliant specialists have remained consistent throughout the length of the contract and includes the added assistance of Bedford Falls Insurance Services, which is a Napa-based certified DBE/SBE/WBE entity.

Alliant has provided exemplary insurance placement and risk management consultation services. In the past years, the team designed a multi-year program with flat annual premiums to ensure more predictable costs, a strategy that has served us well in both the property and rail markets. They extensively marketed our account to domestic, Bermuda, and London markets, ensuring the best coverages and premiums, while also diversifying our risk geographically.

We recommend your Board approve the attached new contract for insurance brokerage and risk management consultation services to Alliant Insurance Services, Inc. Your approval today would include the initial four-year contract total of \$290,000, which includes \$70,000 for the first three years, \$75,000 for the fourth year and an additional \$5,000 for any ancillary fee-based services. The contract also includes pricing for two option years which can be exercised at SMART's discretion for the fixed price of \$75,000 a year. If all six years were exercised the total would be \$440,000.

**FISCAL IMPACT:** The approved budget for Fiscal Year 2020-21 includes funding for the contract.

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

Very truly yours,

/s/  
Heather McKillop  
Chief Financial Officer

Attachment(s): Alliant Insurance Services, Inc. Contract No. FN-PS-20-003

## AGREEMENT FOR CONSULTANT SERVICES

This agreement ("Agreement"), dated as of January 1, 2021 ("Effective Date") is by and between the Sonoma-Marín Area Rail Transit District (hereinafter "SMART"), and Alliant Insurance Services (hereinafter "Consultant").

### RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in the areas of Insurance Brokerage and Risk Management Consultation Services, and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant for Insurance Brokerage and Risk Management Consultation Services.

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

### AGREEMENT

#### Article 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

#### Article 2. List of EXHIBITS.

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

(a) Exhibit A: Scope of Services

(b) Exhibit B: Fee Schedule

#### Article 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART's Chief Financial Officer will initiate all requests for services through an Initiation Conference, which may be in person or by electronic means. During the Initiation Conference, SMART's Chief Financial Officer and

Consultant will establish and agree on a specific schedule for the scope of work for the contract, communication protocols, and any other contract management issues.

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

Article 4.        Scope of Services.

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

Section 4.02                      Cooperation With SMART. Consultant shall cooperate with the SMART’s Chief Financial Officer in the performance of all work hereunder.

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

Section 4.04                      Assigned Personnel.

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

(d) Consultant shall assign the following key personnel for the term of this Agreement:

Seth Cole, Team Leader/Account Manager  
Dennis Mulqueeney, Peer Review  
Karen Bartak, Liability Specialist  
Brian White, Property Specialist  
Linh Campero, Account Representative  
Rachel Wrightson, Senior Casualty Claims Consultant  
Robert Frey, National Claims Director/Property Claims  
Elaine Tizon, Claims Advocate  
Tim Leech, Safety and Loss Control Coordinator  
Susan Leung, Public Entity Cyber Liability Practice Leader  
Katrina Seese, Environmental Liability  
Mariana Salyer, Crime and Miscellaneous Covers Administration

Article 5. Payment.

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

Section 5.01 Consultant shall invoice SMART on a quarterly basis, detailing the tasks performed pursuant to the Scope of Work requested by SMART's Representative, and the hours worked. SMART shall pay Consultant within 30 days after submission of the invoices.

Section 5.02 Consultant shall be paid on a quarterly fee basis in accordance with Exhibit B; provided however, that the total payments to Consultant shall not exceed \$290,000 for the base contract term without the prior written approval of SMART. Consultant shall submit its invoices in arrears on an annual basis in a form approved by the Chief Financial Officer.

Section 5.03 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Consultant after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

Section 5.04 Fee Credit. During this Agreement, Consultant shall disclose in writing, any Commissions received by Consultant in connection with any insurance placements on behalf of SMART ("SMART Placements"). The Fee for the operative program year shall be reduced by the amount of any Commissions received by Consultant for SMART Placements made during that year. In the event such Commissions, plus Fees pre-paid by SMART exceed the total Fee for the program year, Consultant shall reimburse SMART for the excess payment it made.

Alternatively, at SMART's request, any excess Fee paid by SMART during a program year may be carried forward and applied against any future Fee due to Consultant by SMART during any subsequent periods that this Agreement is in effect. However, any commissions for Notary Bonds and Vendor/Contractor Liability Programs are not included in the annual Fee or compensation, as coverage is provided to third party individuals.

Section 5.05                      Transparency and Disclosure. During the time of this Agreement, Consultant will annually disclose any commissions received by Consultant or any affiliated company in connection with any insurance placements on behalf of SMART under the Consultant's "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Consultant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its SMARTs. In addition, Consultant's conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Consultant's and/or SMART's.

Section 5.06                      Surplus Lines Fees and Taxes. In certain circumstances, placement of insurance Scope of Work made by Consultant on behalf of SMART, with the prior approval of SMART, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to SMART and identified separately on invoices covering these placements. SMART shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. Consultant shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from SMART.

Section 5.07                      Third Party Brokers. Consultant may determine from time to time that it is necessary or appropriate to utilize the Scope of Work of third-party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the SMART insurance Programs. Subject to the provisions herein, these third-party brokers may be affiliates of Consultant (e.g., other companies of Consultant that provide Scope of Work other than those included within the Scope of Work of this Agreement), or may be unrelated third-party brokers. Compensation to such third-party brokers will be paid by the insurance company out of paid insurance premiums. Any such compensation to affiliates shall be disclosed in writing to SMART and is agreed to by SMART as part of the premium.

Section 5.08                      Indirect Income. "Indirect Income" includes such items as insurance carrier contingency arrangements. Consultant will not accept these compensation incentives from insurers, including contingent commissions, market service Agreements (MSA),

volume-based commissions, incentives and rebates on business placed on behalf of SMART within the Scope of Work of this Agreement.

Article 6. Term of Agreement.

Section 6.01 The term of this Agreement shall be in effect January 7, 2021 and remain in effect for four years with two options to renew for one (1) additional year each at SMART's sole discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

Article 7. Termination.

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

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

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

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

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, SMART's



Representative or General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

#### Article 8. Indemnification

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

#### Article 9. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below.

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

Section 9.02                      General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03                      Auto Liability Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than Two Million Dollars

(\$2,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Section 9.04                      Professional Liability Insurance.      Professional liability insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount no less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence.

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

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

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

Section 9.06                      Deductibles and Retentions. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of

contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible of retention provision limiting payment to the name insured is not acceptable.

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

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

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

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) Upon SMART’s written request, Consultant shall provide certified copies of the insurance policies to SMART. Said policy copies shall be submitted within thirty (30) days of SMART’s request. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

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

Section 9.10                      Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively,

SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Article 10. Prosecution of Work.

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

Article 11. Extra or Changed Work.

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

Article 12. Representations of Consultant.

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

Section 12.02 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Consultant and shall control the work and the manner in which it is performed. Consultant is not to be considered

an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03                      Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Consultant agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04                      Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

Section 12.06                      Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

Section 12.07                      Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking

any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08                      Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's Subcontractors, Consultants, and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

Article 13.      Demand for Assurance.

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

Article 14.      Assignment and Delegation.

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

Article 15.      Method and Place of Giving Notice, Submitting INVOICES and Making Payments.

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

If to SMART Billing: Sonoma-Marine Area Rail Transit District  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
(707) 794-3330

If to SMART Project Manager: Sonoma-Marine Area Rail Transit District  
Attn: Heather McKillop  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[hmckillop@sonomamarintrain.org](mailto:hmckillop@sonomamarintrain.org)  
(707) 794-3330

If to Consultant: Alliant Insurance Services  
Attn: Dennis Mulqueeney  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111  
[dmulqueeney@alliant.com](mailto:dmulqueeney@alliant.com)  
(415) 403-1421

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

#### Article 16. Miscellaneous Provisions.

Section 16.01 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such

term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.02                    Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.03                    Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.04                    No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 16.05                    Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

Section 16.06                    Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.07                    Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.08                    Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

Section 16.09                    Licensing Laws. The Consultant shall comply with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Consultants. All Consultants shall be licensed in accordance with the laws of the



State of California and any Consultant not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under the Contract, all Subcontractors must show that they hold appropriate and current California Consultant's licenses. The Consultant shall provide such Subcontractor information, including the class type, license number, and expiration date to the District.

Section 16.11      Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

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

**CONSULTANT: ALLIANT INSURANCE SERVICES**

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

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

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

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Farhad Mansourian, General Manager

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

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Coordinator

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

**APPROVED AS TO FORM FOR SMART:**

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. General Objective**

SMART is contracting with Alliant Insurance Services to provide Insurance Brokerage and Risk Management Services.

**2. Project Managers**

All requests will be initiated in writing, coordinated, and approved by SMART's Chief Financial Officer or designee.

**3. Detailed Scope of Work**

Services will include, but not be limited to, the following:

**i) Renewals**

Review insured values and limits and stay up to date on SMART operations, equipment, construction, and property.

Perform market research and outreach to an extensive global market, canvass the insurance market for appropriate carriers or re-insurers and submit proper submissions for new carriers in connection with contract renewals. Prepare specifications, obtain multiple quotes with multiple options for premiums and limits and secure proposals, negotiate coverage terms and rates, and analyze proposals for the District's various programs in connection with the annual renewal process.

Present a written proposal to the District outlining and recommending multiple options for renewals including a summary of the underwriters' quotes, underwriting process and industry ratings.

Negotiate annual renewal terms and conditions and develop the most favorable renewal program on behalf of SMART.

Develop renewal proposals in conformity with the time frame specified by SMART staff.

Attend meetings with SMART staff to discuss renewal packages, marketing reports, explanation of coverages, if required, loss histories, and answer questions and provide advice as needed during the renewal process.

Review and be responsible for the accuracy and correctness, prior to delivery, of excess re-insurance coverage documents, pricing policies, all changes and endorsements and policy forms. Obtain corrections/amendments from insurers as necessary.

Annually develop renewal specifications and summaries for the incumbent and potential new carriers and respond to insurers' questions after their review of the specifications with assistance from the District.

Bind renewal program with insurance carriers and obtain insurers' signatures.

Provide summary binder of the year's renewals to SMART in paper and electronic format.

## **ii) Administration**

Issue all certificates of insurance within three (3) business days following the date of request, in order to meet SMART's needs, in accordance with the standards and specifications set by SMART.

Provide assistance to SMART's staff responsible for the District's insurance program. Transmit all correspondence, including invoices, with appropriate written explanations.

## **iii) Claims**

Advocate for and assist SMART, as necessary, with filing claims on assigned insurance programs.

Promptly notify SMART of any losses or accidents reported to Broker and work with internal or outside claims adjustors as necessary.

Represent the interests of SMART in policy interpretation and other negotiations with insurance carriers.

Review third party property damage claims with SMART and its attorneys, as required.

## **iv) Risk Management Consultation**

Proactively evaluate current insurance programs and limits to determine if current policies provide reasonable protection against various exposures and identify gaps in coverage.

Review alternative risk financing techniques including premiums, and self-insurance retention, and develop cost-savings recommendations and projections of potential savings in connection with the annual renewal process.

Provide ongoing review and advice to SMART staff on market trends and pricing.

Be available throughout the year to advise and assist SMART staff regarding coverage and other risk management issues, including interpretation and clarification of specific coverage issues, as requested.

Identify and analyze major risks of accidental casualty and property loss to which SMART is exposed, and advise SMART in developing loss control programs, as requested.

Proactively evaluate and assist SMART with the assumption of freight responsibilities including review of agreements and risks associated with freight assets and operations.

Provide access to SMART staff to Alliant newsletters, webinars and other training materials to educate SMART in areas of risk management and occupational health and safety

Provide access to Alliant propriety database program "Oasis Connect" for purpose of evaluating SMART owned assets and coverage levels

Management of process for the selection of a third-party claims administration firm as needed by SMART.

Assist SMART with development of third-party tracking system for certificates of insurance for SMART vendors and third-party contracts. Cost of the third-party system will be provided at cost (without markup) to SMART through an amendment to the Alliant contract.

**EXHIBIT B  
FEE SCHEDULE**

Fees shall be paid based as a lump sum flat fee per the annual schedule below on a quarterly basis for the services provided in this contract. Optional services shall be negotiated on a task order basis as requested and agreed to in writing by SMART.

BASE TERM	
YEAR	ANNUAL FEE
YEAR 1	\$70,000
YEAR 2	\$70,000
YEAR 3	\$70,000
YEAR 4	\$75,000
OPTIONAL SERVICES	\$5,000
<b>TOTAL</b>	<b>\$290,000</b>

OPTIONAL YEAR	
YEAR	ANNUAL FEE
YEAR 5	\$75,000
<b>TOTAL</b>	<b>\$75,000</b>

OPTIONAL YEAR	
YEAR	ANNUAL FEE
YEAR 6	\$75,000
<b>TOTAL</b>	<b>\$75,000</b>

The annual fees listed above include all direct costs, travel expenses, and indirect costs associated with providing the services identified in the Exhibit A Scope of Work, unless specifically noted otherwise.

**Optional Services Available, But Not Included in Annual Fees:**

1. Loss Control Services = \$175.00 per hour, plus reimbursement for travel expenses.
2. Insurance Appraisal Services = \$175.00 per hour, inclusive of travel expenses.



**Eric Lucan, Chair**  
Transportation Authority of Marin

January 20, 2021

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

**Judy Arnold**  
Marin County Board of Supervisors

**Damon Connolly**  
Marin County Board of Supervisors

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

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

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

**SUBJECT:** Review of 2020 Activities and 2021 Goals and Challenges

Dear Board Members:

**RECOMMENDATIONS:** Discussion and Provide Feedback

**SUMMARY:**

With the start of the new year and the welcoming of new members to your Board, we are planning for a series of presentations and public discussions for the next several months at your Board meetings.

At your February 3<sup>rd</sup> Board meeting, we will start with a mid-year budget update followed by a review of individual department accomplishments for 2020 and proposed goals and challenges for 2021. After receiving public comment and Board directions, we will adjust the goals for each department and thus the Agency for 2021.

Upon the completion of these departmental reports, we will review the results of our Listening Tour discussions thus far. We will provide you with list of topics that were brought up and will seek your direction on how and which topic should be considered for further discussions and implementation.

As an agency, each year we adopt an annual budget covering a Fiscal Year from July 1 to June 30, with a draft budget brought to your Board for discussion in mid-May and a final budget for adoption in June. In addition, as a regional transit operator participating in the Metropolitan Transportation Commission's cooperative planning processes, SMART is periodically required to adopt a Short-Range Transit Plan and Capital Improvement Program, a document outlining a 10-year estimate of revenues and the operating services and capital projects those revenues will help the agency advance. This will be a critical discussion in preparation for upcoming Federal infrastructure investment discussions that undoubtedly will take place.

In anticipation of the Annual Budget and Short-Range Transit Plan coming to the Board in May and June, we will be continue our presentations in the Spring of 2021 covering our system service schedules and fare policies, requesting public and Board input on both topics, including implementation of possible modifications.

As part of these springtime presentations, we will discuss for you options for developing a set of performance measures that we will use in going forward to gauge how we are doing and how we are doing in comparison to other transit agencies. These measures then become a tool to be available and updated periodically, will be used for all of us to easily determine areas where we may need to make operational or policy adjustments. These measures can be incorporated into the Short-Range Transit Plan and monitored annually as part of the Annual Budget process.

All of this is in the context of SMART's evolution during the post-COVID pandemic recovery period. We seek to receive Board and public input on strategies for creating a robust rider growth plan. Our first step will be creating a *Welcome Back* marketing and outreach plan targeting both our previous riders and new riders from unexplored or new markets.

Finally, we will discuss rail freight operations and services. Assuming the Federal process is successful, we will discuss personnel, levels of service, types of service and discuss policies and guidelines that need to be developed to address these particular services.

We anticipate it will take eight sessions to discuss these topics. These are in addition to our normal business items that are routinely discussed at your Board meetings.

We would appreciate receiving any directions and feedback that you or members of public might have for us.

**FISCAL IMPACT:** None

Very truly yours,

/s/

Farhad Mansourian  
General Manager