



**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA**

**April 18, 2018 – 1:30 PM**

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

1. Call to Order
2. Approval of the March 21, 2018 Board Meeting Minutes
3. Public Comment on Non-agenda Items
4. Board Member Announcements
5. General Manager's Report
6. Consent
  - a. Approval of Monthly Financial Reports
  - b. Approval of James Flageollet Contract Amendment No. 6
  - c. Authorize the General Manager to Execute an Agreement with the Transportation Authority of Marin for the use of the South of Corte Madera Creek for a Pathway
7. Approve a Resolution Authorizing the General Manager to Submit State Transit Assistant Fund Claims to the Metropolitan Transportation Commission
8. Approval of Burke, Williams & Sorenson, LLP, Contract Amendment No. 5
9. Approve a Resolution Authorizing Change Order A-001 to Contract No. CV-DB-16-001 with Stacy and Witbeck/Herzog for the Andersen Drive 36" Storm Drain in the amount of \$478,781 at the request and expense of the City of San Rafael
10. Closed Session - Conference with the Chief of Police and General Manager regarding security of public services and public facilities pursuant to California Government Code Section 54957

11. Report Out of Closed Session

12. Next Regular Meeting Board of Directors, May 2, 2018 – 1:30 PM – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954

13. Adjournment

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*DISABLED ACCOMMODATION:* If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SMART at least 72 hours prior to the meeting to ensure arrangements for accommodation. Please contact the Clerk of the Board at (707) 794-3072 or dial CRS 711 for more information.

*DOCUMENTS:* Documents distributed by SMART for its monthly Board meeting or committee meetings, and which are not otherwise privileged, may be inspected at SMART's office located at 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 during regular business hours. Documents may also be viewed on SMART's website at: [www.sonomamarintrain.org](http://www.sonomamarintrain.org). Materials related to an item on this Agenda submitted to SMART after distribution of the agenda packet are available for public inspection at the SMART Office. For information about accessing SMART meetings by public transit, use the trip planner at [www.511.org](http://www.511.org)



**BOARD OF DIRECTORS  
REGULAR MEETING MINUTES**

**March 21, 2018 - 1:30 PM**

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

1. Call to Order

Chair Fudge called the meeting to order at 1:30pm. Directors Arnold, Eddie, Lucan, Mackenzie, Pahre, Russell and Zane were present. Director Hillmer absent; Directors Connolly and Rabbitt arrived later.

2. Approval of the March 7, 2018 Board Meeting Minutes

Director Phillips stated that we would like corrections made to his statement on page 2 and 3 of the March 7, 2018 minutes. The March 7, 2018 minutes are amended to reflect his correction to his statement.

Director Connolly arrived 1:32pm

Director Rabbitt arrived 1:34pm

**MOTION:** Director Pahre moved approval of March 7, 2018 amended minutes. Director Mackenzie second. The motion carries 11-0-0. (Director Hillmer absent)

3. Public Comment on Non-Agenda Items  
None

4. Board Member Announcements

Director Mackenzie said that Director Rabbitt, as Chair of Association of Bay Area Governments (ABAG) and himself, as Chair of Metropolitan Transportation Commission (MTC) presented to Congress in Washington, DC their joint Accelerating Progress: Strong Partnerships Move the Bay Area Forward Annual Report 2018 ("Annual Report") to urge lawmakers to honor existing transportation, housing and other relief programs. While in Washington, DC they both met with state/federal representatives, non-profit agencies, Transportation for America and the Federal

Transit Administration. The report features New Starts Projects near completion: SMART Larkspur Extension. The Starts Grant Agreement is pending signatures by the Federal Transportation Administration (FTA). The General Manager Mansourian and staff have been actively working FTA to get approval of the grant. Also, they met with FTA Deputy Administrator Williams to discuss the approval of the Smarts Grant Agreement. SMART has received full support from the FTA, however very slow progress with Trump Administration.

Director Rabbitt stated that there are three projects that they urged Congress to appropriate: 1) SMART's Larkspur Extension (\$23M); 2) SFMTA Central Subway (\$23M) and 3) Caltrain (\$100M). These projects were brought to the attention of Congressman Huffman and Secretary Chao.

Director Russell stated that Sonoma County Transportation Authority Executive Director Suzanne Smith announced that SMART is one of the top three finalist for the 29<sup>th</sup> Annual California Transportation Foundation Award. The winner will be announced on May 24, 2018 in Orange County. SMART is competing with Sacramento Valley and the City of Fullerton.

Director Eddie stated that SMART achieved 100% performance and is very lucky to have a caring and dedicated staff. Also, it is exciting to see the construction of Anderson Drive, since Schoenberg protested the closure of Anderson Drive.

Director Mackenzie stated that the Annual Report has a Regional Measure 3 (RM3) Project Map which includes the San Rafael Transit Center (Bettini Center) and the Extension to Windsor and Healdsburg. The RM3 will be on the Bay Area June 2018 ballot. There is a Bay Area Committee comprised of Marin and Sonoma counties for the passage of RM3 that Maureen Middlebrook is Chair.

## 5. General Manager's Report

General Manager Mansourian provided his written report to the Board. He stated that SMART's Operation staff achieved 100% performance for the month of February. He thanked and acknowledge everyone and said this is a huge testimony of their commitment.

He said that the approved expedited method to seek proposals for the Railroad Square Project will be released on March 30<sup>th</sup>. Property information, title reports, environmental documents and submittal requirement and deadlines will also be posted on the SMART's website.

He announced that Freight operator Northwestern Pacific Railroad Company will begin testing its Positive Train Control (PTC) system starting March 29<sup>th</sup> to meet Federal Railroad Administration requirements. All freight testing will be conducted when SMART trains are not operating and testing can up to 6 months. In the Santa Rosa and Rohnert Park neighborhood they will use the train horn. SMART will be releasing a press announcement of this activity through social media and website.

### Directors' Comments

Director Zane asked about the complaint status regarding the signals at Rohnert Park

Expressway and the Customer Service issue that a member of the public experienced. Mr. Mansourian responded that SMART has investigated the complaint and reviewed the computerized data logs for that date and found that the crossing gates and warning signals were functioning properly. SMART has also followed up with our customer service team, so that they better understand how to address issues properly. Director Zane suggested that SMART continues educating the public regarding the gate crossing and flashing warning signs. She also asked SMART had any updates on the Jennings Avenue Crossing. Mr. Mansourian responded no, still waiting on the City of Santa Rosa many meeting have been requested and cancelled. Director Zane stated that members of the public need to contact the City of Santa Rosa regarding this matter.

Director Phillips stated that he received the same complaint regarding the signals at Rohnert Park and acknowledge the email.

Director Rabbitt thanked SMART staff, City of Petaluma and the City of Novato for continuing to work on the all the private crossing South of Petaluma through North of Novato. The County of Sonoma is the lead agency and submitted an application to the Federal Railroad Administration (FRA). Mr. Mansourian asked Directors Rabbitt and Zane to follow-up with County of Sonoma Counsel to finalize the Agreement with SMART's District Counsel.

Director Lucan stated that he has received positive feedback regarding the completed Pathway in Novato. Mr. Mansourian acknowledged Chief Engineer Bill Gamlen for his work on Pathway and ribbon ceremony announcement coming soon.

Director Zane asked about the bicycle capacity on the trains. Mr. Mansourian responded that when available the addition of the 3<sup>rd</sup> car has improved the bicycle capacity and have not received any complaints. As summer approaches SMART may anticipate additional riders and will need to evaluate at that time.

Director Pahre asked for clarification of the zero shown on the bike locker graph on page 19 of the General Manager's Report – March 2018. Programming and Grants Manager Joanne Parker responded that those are systemwide bike locker weekend rentals, which are not being utilized.

6. Consent
  - a. Approve Monthly Financial Reports
  - b. Approval of Dr. Mark Clementi Contract Amendment No. 3
  - c. Approve a Resolution for Designation of SMART Authorized Agents and Other Required Documents for State Low Carbon and Transit Operating Program Funds
  - d. Accept SMART's 2017 Annual Report

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

**MOTION:** Director Eddie moved approval of the Consent Agenda as presented. Director Lucan second. The motion carries 11-0-0 (Director Hillmer absent).

7. Approve a Resolution and Authorize the General Manager to Execute a Memorandum of Understanding between SMART, the Bay Area Toll Authority and Golden Gate Bridge Highway and Transportation District

General Manager Mansourian stated that the purpose of this Memorandum of Understanding (MOU) between SMART, the Bay Area Toll Authority (BATA) and Golden Gate Bridge Highway and Transportation District (GGB) is with respect to the recent passage of Senate Bill 595 (RM3). Senate Bill 595 authorized BATA to seek voter approval to increase the tolls on the state-owned toll bridges located on the Bay Area.

On October 2005, GGB and SMART entered into an agreement for both parties to work together to outline the improvements to the San Rafael Transportation Center (SRTC). On April 2017, GGB and SMART entered into MOU that would provide a mechanism to fund and construct interim improvements to the SRTC. Since the passage of SB 595, GGB, BATA and SMART have negotiated a MOU that is consistent with SB595 and the April 2017 MOU as follows:

- The parties recognize that the SRTC Interim Improvements (as described in the 2017 MOU) are suboptimal and temporary, and as such the SRTC Interim Improvements do not satisfy the need to relocate and construct a permanent SRTC facility to accommodate reasonably anticipated levels of public transit bus and shuttle services in the long term.
- The parties acknowledge that the passage of SB 595 and BATA's January 24, 2018, action to place the toll increase before the voters, creates a potential source of \$30 million in RM-3 funding for the Project.
- The parties acknowledge that the Project has not been fully scoped and environmentally cleared, so the cost of the Project may exceed the \$30 million from RM3. SMART will cooperate and pursue additional potential revenue sources for the Project, including, but not limited to, revenues derived from proposed RM3, new State Transportation Improvement Program funds, and Federal transportation and infrastructure funding.
- As owner of the permanent SRTC, GGB shall be the lead agency for the environmental review of the Project under the California Environmental Quality Act ("CEQA"), as well as the lead agency for the design, development, and construction of the Project, so the District will prepare the environmental document for the Project and obtain all necessary permits and approvals.
- SMART shall be a responsible agency for the purposes of environmental review of the Project under CEQA, so SMART will participate in the environmental process.
- The parties agree that the selected alternative must be approved by the SMART Board of Directors.
- The parties agree that GGB will be the recipient of RM3 funding from BATA for the Project, and BATA will not allocate RM3 monies for the construction of the Project absent the SMART Board of Directors' approval of the selected alternative.
- Any funds generated from the sale or redevelopment of the existing SRTC site, as applicable, will be reinvested in the Project, with the understanding that GGB shall own the new permanent SRTC facility.
- SMART and GGB agree that entering into this MOU fully satisfies the requirement for a new funding agreement for relocation and construction of a permanent SRTC Facility.

The GGB Board of Directors approved the recommendations at their February 23, 2018 meeting. With your approval today the recommendations will be forwarded to BATA for their consideration at MTC May 9<sup>th</sup> and May 23<sup>rd</sup> Committee and Commission meeting.

#### Directors' Comments

Director Phillips thanked the General Manager for moving the SRTC project forward. He said that GGB hosted its first public meeting on March 20<sup>th</sup> to receive public input for the development of the New San Rafael Transit Center. One thing, I should have discussed with our Counsel option that the transit center maybe more than just a bus terminal and perhaps there are some possibilities of providing low cost or senior housing above the "transit center". With this agreement there are four transit agencies that will ultimately decide the development of the SRTC. He asked what is SMART obligation in the event the project cost more than \$30M. Mr. Mansourian responded that SMART does not have a final design and/or cost of the project at this time, however, your Board will have the final approval of the SRTC design and any associated cost. This agreement allows your board to approve the final design and cost. Director Phillips asked if the project cost is \$50M what SMART's obligation is. Mr. Mansourian responded that SMART cannot agree on any project design that is presented and there is limited funding available and all parties involved need to be aware.

Chair Fudge stated that a lean and functioning transit center can be built that meets everyone needs, however all parties to provide input. Director Phillips stated that's it's a very complicated project.

**MOTION:** Director Phillips moved to Approve a Resolution and Authorize the General Manager to Execute a Memorandum of Understanding between SMART, the Bay Area Toll Authority and Golden Gate Bridge Highway and Transportation District as presented. Director Arnold second. The motion carries 11-0-0 (Director Hillmer absent).

8. Approve a Resolution and Authorize the General Manager to Execute an Agreement with the Marin County Transit District, the Golden Gate Bridge Highway and Transportation District, and SMART to Share State Transit Assistance Population Based Funds

General Manager Mansourian stated the SB1 has provided transportation funds. One of the SB1 programs is called the State Transit Assistance (STA) funds. The Metropolitan Transportation Commission (MTC) has historically distributed STA population funds to transit operators in the Bay Area based upon a formula per MTC Resolution 3837. Marin County Transit District (MCTD) and GGB have been receiving STA population-base revenue in Marin County. SMART began operating the commuter rail service in Sonoma and Marin Counties and it is eligible recipient of STA population-base funds. MCTC, GGB and SMART have worked together and agreed to continue with the same formula. The formula shall apply once SMART has three years of ridership.

The GGB Board of Directors approved the recommendations on February 23, 2018 and MCTD on March 5, 2018. This Agreement only applies for Marin County funds. SMART is currently

working and negotiating with Sonoma County Transportation Agencies and other transit agencies and once the terms are finalized it will be presented to your Board for approval.

**MOTION:** Director Mackenzie moved to Approve a Resolution and Authorize the General Manager to Execute an Agreement with the Marin County Transit District, the Golden Gate Bridge Highway and Transportation District, and SMART to Share State Transit Assistance Population Based Funds as presented. Director Russell second. The motion carries 11-0-0. (Director Hillmer absent).

Public Comment on Closed Session

Duane Bellinger stated that it's unclear what property will be discussed in closed session. SMART has missed opportunities like the Brody property and Scott property. He suggested having a request for proposal for the Corona property.

Chair Fudge adjourned the Board to closed session at 2:17pm to discuss the following:

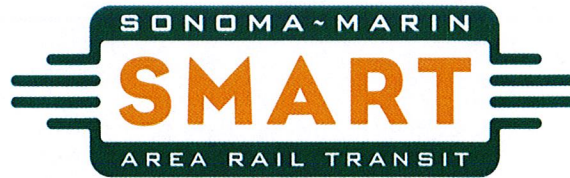
9. Closed Session
  - a. Conference with Legal Counsel regarding whether to Initiate litigation pursuant to California Government Code Section 54956.9(d)(4); Number of possible cases: 1
  - b. Conference with Legal Counsel regarding anticipated litigation pursuant to California Government Code Section 54956.9(d)(2); Number of possible cases: 1- Lomas Partners, LLC
10. Report Out of Closed Session

Chair Fudge reported out of closed session at 3:38pm on the following:

- a. Conference with Legal Counsel regarding whether to Initiate litigation pursuant to California Government Code Section 54956.9(d)(4); Number of possible cases: 1  
*Report Out: No action was taken and direction given to staff.*
  - b. Conference with Legal Counsel regarding anticipated litigation pursuant to California Government Code Section 54956.9(d)(2); Number of possible cases: 1- Lomas Partners, LLC  
*Report Out: Direction given to staff.*
11. Next Regular Meeting Board of Directors, April 18, 2018 – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954
12. Adjournment – Meeting adjourned at 3:40 p.m.  
Respectfully submitted,

Leticia Rosas-Mendoza  
Clerk of the Board

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



**Debora Fudge, Chair**  
Sonoma County Mayors and  
Councilmembers Association

**Judy Arnold, Vice Chair**  
Marin County Board of Supervisors

**Damon Connolly**  
Marin County Board of Supervisors

**Jim Eddie**  
Golden Gate Bridge,  
Highway/Transportation District

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

**Eric Lucan**  
Transportation Authority of Marin

**Jake Mackenzie**  
Sonoma Mayors and Councilmembers  
Association

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

**Gary Phillips**  
Transportation Authority of Marin

**David Rabbitt**  
Sonoma County Board of Supervisors

**Carol Russell**  
Sonoma Mayors and Councilmembers  
Association

**Shirlee Zane**  
Sonoma County Board of Supervisors

**Farhad Mansourian**  
General Manager  
  
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April 18, 2018

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:**

As of March 31, gross sales tax revenue received is \$23,283,999 and fare and parking revenue is \$2,328,478. Spending is within overall budgetary authority as approved by your Board. Next month we will present the proposed budget for the next fiscal year, which will include a more complete update on revenues and expenditures the current year.

Very truly yours,



Erin McGrath  
Chief Financial Officer

Attachment(s):      Monthly Financial Report  
Contract Summary

**Sonoma-Marin Area Rail Transit District**  
**Monthly Finance Reports**  
**Through March 2018**

**Budget Report**

|                                  | <b>FY 2017-18<br/>Budget</b> | <b>YTD</b>           | <b>Remaining<br/>Budget</b> |
|----------------------------------|------------------------------|----------------------|-----------------------------|
| <b>Revenues</b>                  |                              |                      |                             |
| <b>Administration</b>            |                              |                      |                             |
| Sales/Use Taxes                  | \$ 26,089,840                | \$ 12,361,866        | \$ 13,727,974               |
| Interest Earnings                | 295,000                      | 367,462              | (72,462)                    |
| Rent - Real Estate               | 394,088                      | 298,884              | 95,204                      |
| Miscellaneous Revenue            | 50,000                       | 1,762,950            | (1,712,950)                 |
| Subtotal                         | 26,828,928                   | 14,791,163           | 12,037,765                  |
| <b>Operations</b>                |                              |                      |                             |
| Use of Fund Balance              | 5,518,270                    | 5,518,270            | -                           |
| Sales/Use Taxes                  | 10,922,133                   | 10,922,133           | 0                           |
| Fare & Parking Revenue           | 2,950,000                    | 2,328,478            | 621,522                     |
| State Grants                     | 3,000,000                    | 915,921              | 2,084,079                   |
| Charges For Services             | 30,000                       | 84,422               | (54,422)                    |
| Subtotal                         | 22,420,403                   | 19,769,224           | 2,651,179                   |
| <b>Capital</b>                   |                              |                      |                             |
| Use of Fund Balance              | 20,538,185                   | 20,538,185           | -                           |
| Federal Funds                    | 267,910                      | 121,424              | 146,486                     |
| State Grants                     | 278,096                      | 19,873               | 258,223                     |
| Other Governments/ Misc.         | 4,663,350                    | 968,846              | 3,694,505                   |
| Measure M                        | 325,000                      | 119,251              | 205,749                     |
| MTC - RM2                        | 16,792,844                   | 8,340,449            | 8,452,394                   |
| Subtotal                         | \$ 42,865,385                | \$ 30,108,028        | \$ 12,757,357               |
| <b>Revenue Total</b>             | <b>\$ 92,114,716</b>         | <b>\$ 64,668,415</b> | <b>\$ 27,446,301</b>        |
| <b>Expenditures</b>              |                              |                      |                             |
| <b>Administration</b>            |                              |                      |                             |
| Salaries & Benefits              | \$ 5,031,910                 | \$ 3,184,382         | \$ 1,847,528                |
| Services & Supplies              | 6,512,347                    | 2,599,778            | 3,912,570                   |
| Debt Service/ Other Charges      | 14,216,444                   | 14,216,444           | -                           |
| Subtotal                         | 25,760,701                   | 20,000,603           | 5,760,098                   |
| <b>Operations</b>                |                              |                      |                             |
| Salaries & Benefits              | 13,076,545                   | 8,196,716            | 4,879,829                   |
| Services & Supplies              | 7,720,769                    | 3,343,496            | 4,377,274                   |
| Buildings & Capital Improvements | 1,023,089                    | 280,371              | 742,718                     |
| Appropriations for Contingencies | 600,000                      | -                    | 600,000                     |
| Subtotal                         | 22,420,403                   | 11,820,583           | 10,599,820                  |
| <b>Capital</b>                   |                              |                      |                             |
| Salaries & Benefits              | 1,346,966                    | 762,070              | 584,896                     |
| Services & Supplies              | 1,116,221                    | 300,083              | 816,138                     |
| Other Charges                    | 3,910,000                    | 264,090              | 3,645,910                   |
| Land                             | 2,839,000                    | 2,018,550            | 820,450                     |
| Buildings & Capital Improvements | 185,000                      | 170,000              | 15,000                      |
| Machinery & Equipment            | 9,821,070                    | 3,934,628            | 5,886,442                   |
| Infrastructure                   | 23,647,098                   | 11,576,390           | 12,070,708                  |
| Subtotal                         | \$ 42,865,355                | \$ 19,025,811        | \$ 23,839,545               |
| <b>Expenditure Total</b>         | <b>\$ 91,046,459</b>         | <b>\$ 50,846,996</b> | <b>\$ 40,199,463</b>        |

**Sonoma-Marin Area Rail Transit District**  
**Monthly Finance Reports**  
*Through March 2018*

**Investment Report**

|                                 | <u>Amount</u>        |
|---------------------------------|----------------------|
| <b>Bond Reserve Fund</b>        |                      |
| Sonoma County Treasury Pool     | \$ 17,072,500        |
| <b>Interest Fund</b>            |                      |
| Sonoma County Treasury Pool     | 4,021,956            |
| <b>Project Fund</b>             |                      |
| Sonoma County Treasury Pool     | 373,715              |
| <b>Principal Fund</b>           |                      |
| Sonoma County Treasury Pool     | 728,211              |
| <b>SMART Operating Accounts</b> |                      |
| Bank of Marin                   | 13,448,528           |
| Sonoma County Treasury Pool     | 30,167,161           |
|                                 | <u>\$ 65,812,073</u> |

**Capital Project Report**

|   | <u>Budget</u>  | <u>Actual</u> | <u>Remaining</u> |
|---|----------------|---------------|------------------|
| <b>Phase 1 Operating Segment</b>        |                |               |                  |
| Revenues                                | \$ 448,207,379 | 444,665,117   | 3,542,262        |
| Expenditures                            | 448,207,379    | 417,592,744   | 30,614,635       |
| <b>Additional Railcar Purchase</b>      |                |               |                  |
| Revenues                                | 11,000,000     | 220,000       | 10,780,000       |
| Expenditures                            | 11,000,000     | 550,000       | 10,450,000       |
| <b>San Rafael to Larkspur Extension</b> |                |               |                  |
| Revenues                                | 55,435,059     | 10,188,260    | 45,246,799       |
| Expenditures                            | 55,435,059     | 11,891,901    | \$ 43,543,158    |



## Contract Summary

Active Contracts as of March 31, 2018

| Contractor  | Scope  | Fiscal Year 17-18<br>Projected | Fiscal Year 17/18<br>Actuals-To-Date |
|---|--|--------------------------------|--------------------------------------|
| A.J. Janitorial Service                                 | Janitorial Services for Operations Facilities  | \$25,000.00                    | \$13,018.00                          |
| A.J. Janitorial Service                                 | SMART Station Janitorial and Related Services  | \$75,550.00                    | \$51,850.00                          |
| Adobe Associates Inc.                                   | Real Estate Property Support Services  | \$12,000.00                    | \$7,392.00                           |
| ADS System Safety Consulting, LLC                       | Safety Program Development and Emergency Preparedness Consultation Services            | \$39,912.00                    | \$0.00                               |
| Ahlborn Fence & Steel, Inc.                             | Fencing and Gate Installation Services at the ROC                                      | \$2,815.00                     | \$2,815.00                           |
| Ahlborn Fence & Steel, Inc.                             | Claim-Based Fencing Repair Work  | \$3,950.00                     | \$3,950.00                           |
| Alcohol & Drug Testing Services, LLC                    | DOT Drug and Alcohol Testing   | \$35,000.00                    | \$7,639.00                           |
| Alliant Insurance Services                              | Insurance Brokerage & Risk Management Services   | \$71,000.00                    | \$0.00                               |
| Amerikiwi, LLC  | Container Lifting and Transporting Services  | \$5,000.00                     | \$4,475.00                           |
| Aramark Uniform Services                                | Employee Uniform Provider and Cleaning Service   | \$60,000.00                    | \$13,963.00                          |
| Area West Environmental, Inc                            | Environmental Compliance Support Services  | \$44,491.00                    | \$0.00                               |
| Asbury Environmental Services (AES)                     | Recycling & Disposal Service for Used Oil, Fuel Filters, Rags, and Related Equipment   | \$11,439.00                    | \$2,600.00                           |
| Barber Security Group                                   | Security Guard/Patrol Services   | \$25,000.00                    | \$0.00                               |
| Bender Rosenthal, Inc.                                  | Real Estate Support Services for Larkspur Extension                                    | \$98,780.00                    | \$36,594.00                          |
| Bettin Investigations                                   | Background Investigations  | \$10,000.00                    | \$7,023.00                           |
| Big Cat Advertising                                     | Digital Advertisement Services   | \$18,000.00                    | \$13,500.00                          |
| Biggs Cardosa Associates, Inc.                          | Engineering Design and Construction Support for Payran to Southpoint Multi-Use Pathway | \$325,000.00                   | \$264,226.00                         |
| Bradford D. Andersen dba Andersen Window Tinting        | Anti-Graffiti Film and Window Tinting Installation Services for Stations               | \$1,850.00                     | \$1,850.00                           |
| Bullet Guard  | Design and Installation of Safety Glass  | \$10,804.00                    | \$10,804.00                          |
| Burke, Williams & Sorensen, LLP                         | Litigation Support Services  | \$129,348.00                   | \$122,901.00                         |
| CalOPPS - City of Foster City                           | ADA Compliance Support Services  | \$20,000.00                    | \$0.00                               |
| Cascade Training Center                                 | Internet Employment Website - CALOPPS  | \$2,000.00                     | \$0.00                               |
| Century Urban   | AED Program Management   | \$6,610.00                     | \$6,610.00                           |
| Certified Employment Group                              | Real Estate Advisory Services  | \$19,950.00                    | \$2,813.00                           |
| Cinquini & Passarino, Inc.                              | Temporary Staffing Services  | \$36,470.00                    | \$20,919.00                          |
| CMC Traffic Control Specialists                         | Land Surveying and Related Services  | \$15,000.00                    | \$1,245.00                           |
| Coates Field Service, Inc.                              | Flagging, Traffic Control, and Related Services  | \$254,762.00                   | \$220,858.00                         |
| David Rzepinski & Associates                            | Real Estate Acquisition and Relocation Services  | \$24,227.00                    | \$11,004.00                          |
| David Tattersall & Co.                                  | Transit Market, Fare Analysis, Coordination  | \$10,000.00                    | \$306.00                             |
| David Tattersall & Co. Real Estate Advisory Service     | Real Estate Appraisal Services   | \$10,000.00                    | \$0.00                               |
| DeAngelo Brothers, LLC (DBI Services)                   | Real Estate Appraisal Services for Larkspur Extension                                  | \$24,627.00                    | \$20,579.00                          |
| Denno Enterprises                                       | Vegetation Control Services  | \$89,420.00                    | \$65,795.00                          |
| DGD Feeds (dba Frizelle Enos Feeds)                     | ROW Maintenance & Weed Abatement   | \$3,000.00                     | \$2,722.00                           |
| Diego Truck Repair                                      | Dust Suppression Services for Downtown Petaluma and Airport Blvd Park & Ride Lots      | \$1,000.00                     | \$1,000.00                           |
| Dr. Mark Clementi                                       | Towing, Recoveries, Demolition, and Related Services                                   | \$25,910.00                    | \$15,848.00                          |
| Duane Morris, LLP                                       | Pre-Employment Psychological Evaluations   | \$1,500.00                     | \$0.00                               |
| eLock Technologies, LLC                                 | Anti-Harassment Training   | \$0.00                         | \$0.00                               |
| Empire Cleaners   | Station Bike Lockers and Maintenance Services  | \$41,873.00                    | \$23,031.00                          |
| Emtec Consulting Services, LLC                          | Uniform Dry-Cleaning, Laundering, and Related Services                                 | \$65,000.00                    | \$7,200.00                           |
| ePath Learning, Inc.                                    | Oracle Accounting System Support Services  | \$7,563.00                     | \$0.00                               |
| ePath Learning, Inc.                                    | Business Training Library  | \$6,180.00                     | \$6,180.00                           |
| Everbridge, Inc.  | Cloud-Based Training / Learning Management Software                                    | \$15,662.00                    | \$15,662.00                          |
| George Hills Company, Inc.                              | Nixle Computer Software Alert System   | \$60,000.00                    | \$1,680.00                           |
| GHD, Inc.   | Third Party Claims Administration Services   | \$182,373.00                   | \$15,439.00                          |
| Golden Gate Bridge, Highway and Transportation District | SWPP Compliance, AutoCAD Management, Traffic and Hydraulic Analysis for CP4            | \$43,578.00                    | \$13,309.00                          |
| Golden Gate Bridge, Highway and Transportation District | Weekend Bus Service between San Rafael Transit Center and Larkspur Ferry               | \$210,780.00                   | \$130,131.00                         |
| Golden Gate Bridge, Highway and Transportation District | Customer Service Support Services  |                                |                                      |

| Contractor                                  | Scope   | Fiscal Year 17-18<br>Projected | Fiscal Year 17/18<br>Actuals-To-Date |
|---|---|--------------------------------|--------------------------------------|
| GP Crane & Hoist Services                   | Cal/OSHA Crane Inspection Services  | \$11,050.00                    | \$900.00                             |
| Granicus, Inc.                              | Media Streaming & Internet Broadcasting Services  | \$8,500.00                     | \$5,895.00                           |
| Hanford A.R.C.                              | Implementation and Monitoring Las Gallinas Creek Riparian Enhancement Plan                | \$108,686.00                   | \$0.00                               |
| Holland Company                             | Track Geometry and Measurement Services   | \$30,000.00                    | \$0.00                               |
| Hulcher Services, Inc.                      | Derailment & Hazmat Services  | \$40,000.00                    | \$0.00                               |
| ICF Jones & Stokes, Inc.                    | Environmental Permitting Management and Support Services                                  | \$360,320.00                   | \$168,563.00                         |
| Intelitrace, Inc.                           | Internet/Cellular Tower Maintenance Services  | \$37,538.00                    | \$22,000.00                          |
| Intelligent Technology Solutions, Inc.      | Maximo MMS Implementation and Support Services  | \$122,101.00                   | \$89,954.00                          |
| James Flageollet                            | Legal Services  | \$109,325.00                   | \$67,665.00                          |
| John Zanzi                                  | Fire and Life Safety Planning   | \$10,000.00                    | \$4,988.00                           |
| Krebs Construction Services, Inc            | Project Cost Management Services  | \$1,000.00                     | \$0.00                               |
| Leete Generators                            | Generator Maintenance   | \$4,000.00                     | \$857.00                             |
| Lescure Company, Inc.                       | Fuel Reel Removal and Capping of Fueling Outlets  | \$24,725.00                    | \$24,725.00                          |
| LTK Engineering Services                    | Vehicle and Systems Design and Construction Management Services                           | \$1,286,225.00                 | \$780,724.00                         |
| Managed Health Network                      | Employee Assistance Program (EAP) Services  | \$4,500.00                     | \$2,854.00                           |
| Masabi LLC                                  | SMART Mobile Ticketing Pilot Project  | \$64,000.00                    | \$37,300.00                          |
| MaxAccel                                    | Compliance Management Software Design/Implementation/Asset Management                     | \$14,500.00                    | \$9,500.00                           |
| Maze & Associates                           | Financial Audit Services  | \$40,540.00                    | \$38,560.00                          |
| MGrodner, LLC                               | Project Management Services   | \$99,575.00                    | \$35,573.00                          |
| Militus, Inc.                               | Digital Security Assessment   | \$30,000.00                    | \$9,000.00                           |
| Netspeed Solutions, Inc.                    | Avaya IP Office Support and Professional Services at Petaluma, ROC, and MOW               | \$5,800.00                     | \$5,800.00                           |
| Netspeed Solutions, Inc.                    | Avaya IP Office Support and Professional Services at Roblar                               | \$1,417.00                     | \$1,417.00                           |
| Netwoven Inc.                               | Design Information Architecture for Document and Project Management Technology            | \$46,050.00                    | \$28,901.00                          |
| North Bay SAP Services                      | Substance Abuse Professional Services   | \$5,000.00                     | \$600.00                             |
| Nossaman LLP                                | Legal Services - Railroad Regulatory Issues & Transit Capital Projects                    | \$75,000.00                    | \$0.00                               |
| Occupational Health Centers of CA           | Pre-Employment Evaluation Services  | \$9,421.00                     | \$7,337.00                           |
| Ojo Technology, Inc.                        | Security Camera Maintenance   | \$5,000.00                     | \$0.00                               |
| Oracle                                      | Fusion Accounting Software & Hosting Services   | \$42,707.00                    | \$32,040.00                          |
| Parks Electric                              | On-Call Electrical Contracting Services   | \$10,000.00                    | \$6,085.00                           |
| Parodi Investigative Solutions              | Pre-Employment Background Investigation Services  | \$20,350.00                    | \$13,000.00                          |
| Paychex                                     | Payroll Processing Services   | \$31,000.00                    | \$21,964.00                          |
| Platinum Advisors, LLC                      | State Legislative Advocacy Services   | \$120,000.00                   | \$70,000.00                          |
| Portola Systems, Inc.                       | SMART Station Network Configuration Services  | \$185,006.00                   | \$59,040.00                          |
| Public Financial Mangement, Inc.            | Arbitrage Rebate Compliance Services  | \$2,000.00                     | \$0.00                               |
| Public Financial Mangement, Inc.            | Financial Advisory Services   | \$5,000.00                     | \$0.00                               |
| RailPros, Inc.                              | Professional Engineering Services for Larkspur Extension                                  | \$333,000.00                   | \$204,838.00                         |
| Reyff Electric Company                      | On-Call Electrician Services  | \$6,820.00                     | \$2,411.00                           |
| ServPro of Lake Mendocino and Sonoma County | Biohazard Clean-Up and Hazmat Services  | \$24,360.00                    | \$2,356.00                           |
| Shimmick Construction Co, Inc.              | D/B Construction of IOS2, Haystack, OMF, Station Finishes and Pathway                     | \$3,292,813.00                 | \$3,134,657.00                       |
| Sonoma County Fleet Operation Division      | Non-Revenue Fleet Maintenance Services  | \$75,000.00                    | \$1,754.00                           |
| Sonoma County Probation Department          | Right-of-Way Vegetation Control, Brush and Debris Removal, and Homeless Camp Clean-up     | \$42,160.00                    | \$10,020.00                          |
| Sperry Rail Service                         | Rail Flaw Detection Services  | \$10,000.00                    | \$0.00                               |
| SPTJ Consulting                             | Network Infrastructure, Security, Migration and Setup Services                            | \$133,416.00                   | \$86,063.00                          |
| Stacy and Witbeck/Herzog, JV                | Design/ Build Construction of Civil, Track & Structures Improvements of IOS-1             | \$1,400,344.00                 | \$604,068.00                         |
| Stacy and Witbeck/Herzog, JV                | Design/Build Construction of Civil, Track & Structures Improvements of Larkspur Extension | \$15,300,000.00                | \$7,390,966.00                       |
| Stericycle, Inc.                            | Medical Waste Pick-Up and Disposal Services   | \$1,918.00                     | \$0.00                               |
| Steve Taylor Excavation                     | Excavation, Asphalt, and Related Contracting Services                                     | \$35,000.00                    | \$0.00                               |

| Contractor                     | Scope  | Fiscal Year 17-18<br>Projected | Fiscal Year 17/18<br>Actuals-To-Date |
|--------------------------------|--|--------------------------------|--------------------------------------|
| Stripe N Seal                  | Painting, Stenciling, and Asphalt Sealing Services       | \$13,386.00                    | \$9,234.00                           |
| STV, Inc.                      | On-Call Railroad Bridge Inspection Services              | \$50,000.00                    | \$0.00                               |
| Sue Evans                      | Real Estate Support Services                             | \$50,000.00                    | \$0.00                               |
| Sumitomo Corporation           | Manufacture & Delivery of Rail Vehicles                  | \$8,978,318.00                 | \$3,418,466.00                       |
| Summit Signal, Inc.            | Emergency Call-Out Services for Track and Signals        | \$10,000.00                    | \$0.00                               |
| The GBS Group                  | Internet Connectivity (Wi-Fi) for SMART Trains           | \$339,008.00                   | \$189,863.00                         |
| United Mechanical Incorporated | HVAC Maintenance Services at SMART Facilities            | \$24,994.00                    | \$945.00                             |
| United Mechanical Incorporated | HVAC Installation Services for SMART Facilities          | \$16,832.00                    | \$16,832.00                          |
| Utah Transit Authority         | DMU Wheel Truing Services                                | \$111,100.00                   | \$33,931.00                          |
| Van Scoyoc Associates          | Federal Legislative Advocacy Services                    | \$51,000.00                    | \$28,000.00                          |
| VenTek Transit Inc.            | Fare Vending Machine Operations and Maintenance Services | \$225,000.00                   | \$129,044.00                         |
| Viewu                          | Cloud-Based Storage of Security Data                     | \$720.00                       | \$720.00                             |
| WBE                            | Design and Installation of Security Equipment            | \$95,088.00                    | \$88,786.00                          |
| WBE                            | Train Wash CCTV Installation                             | \$14,980.00                    | \$14,980.00                          |
| WBE                            | Existing CCTV System On-Call Maintenance                 | \$35,000.00                    | \$10,884.00                          |
| William Campagna               | Disability Access Consultant Services                    | \$30,000.00                    | \$9,875.00                           |
|                                | <b>Totals</b>  | \$35,863,017.00                | \$18,080,866.00                      |

\*Actuals-To-Date includes invoices that have been approved as of March 31, 2018, but may not have been processed in SMART's Financial System.



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

**Judy Arnold, Vice Chair**  
Marin County Board of Supervisors

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**Shirlee Zane**  
Sonoma County Board of Supervisors

**Farhad Mansourian**  
General Manager

A handwritten signature in blue ink, appearing to read "Farhad".

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

April 18, 2018

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

**SUBJECT:** Approval of James Flageollet Contract Amendment No. 6

Dear Board Members:

**RECOMMENDATION:**

Authorize the General Manager to execute Amendment No. 6 with James Flageollet for legal support services in the amount of \$100,000, for a contract not-to-exceed amount of \$805,000, and to extend the term of the contract to June 30, 2019.

**SUMMARY:**

Our complex legal needs vary daily and in the past year have included claims and legal matters related to completion of Phase 1 construction, commencing revenue rail service and real estate transactions related to passenger service to Larkspur. Mr. Flageollet has been providing the District with expert legal services for the past five years. The District anticipates the continued need for his specialized experience in California Public Utilities Commission and Federal Railroad Administration regulatory requirements, complex real estate transactions, litigation, and Local, State and government agency legal issues.

We recommend approval of this amendment to continue to retain the services of Mr. Flageollet for supplemental legal support on an as-needed basis during this time. Contract Amendment No. 6 provides for an additional 12-month term extension, at an hourly rate of \$130.

**FISCAL IMPACT:** Funding for the amendment is included in the Fiscal Year 2017-18 budget and will be included in the Fiscal Year 2018-19 budget.

**REVIEWED BY:** [ x ] Finance VP [ ] Counsel \_\_\_\_\_

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jessica Sutherland".

Jessica Sutherland  
Assistant General Counsel

Attachment(s): James Flageollet Contract Amendment No. 6

**SIXTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
AND JAMES FLAGEOLLET**

This SIXTH AMENDMENT dated as of April 18, 2018 (the “Sixth Amendment”) to the Agreement by and between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (“SMART”) and JAMES FLAGEOLLET (“CONSULTANT”), dated as of March 6, 2013 (the “Original Agreement,” and as supplemented and amended by the First, Second, Third, Fourth, Fifth, and this Sixth Amendment, the “Agreement”).

**RECITALS**

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement to provide legal services in support of the District Counsel; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$100,000, for a total not to exceed amount of \$805,000, and extend the term until June 30, 2019.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, it is mutually agreed by and between the parties that:

**AGREEMENT**

1. **ARTICLE 2. “COMPENSATION”** is hereby deleted and replaced in its entirety with the following:

“For all services and incidental costs required hereunder, Consultant shall be paid \$130 per hour, all inclusive. Provided however that the total payments hereunder shall not exceed \$805,000. SMART shall render payment of approved invoices within 30 days of receipt.”

2. **Section 3. “TERM”** is hereby deleted and replaced in its entirety with the following

“The term of this Agreement shall remain in effect until June 30, 2019, unless terminated earlier in accordance with the provisions of **Section 9.**”

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Sixth Amendment as set forth below.

**SONOMA-MARIN AREA RAIL TRANSIT  
DISTRICT**

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

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

**JAMES FLAGEOLLET**

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

By \_\_\_\_\_  
Its \_\_\_\_\_

**APPROVED AS TO FORM**

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

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



April 18, 2018

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

**Judy Arnold, Vice Chair**  
Marin County Board of Supervisors

**Damon Connolly**  
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**Shirlee Zane**  
Sonoma County Board of Supervisors

**Farhad Mansourian**  
General Manager

A handwritten signature in blue ink, appearing to be "FM", written over the name Farhad Mansourian.

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5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954

**SUBJECT:** Authorize the General Manager to Execute an Agreement with the Transportation Authority of Marin to authorize the use of SMART Right-of-Way South of Corte Madera Creek

Dear Board Members:

**RECOMMENDATION:** Authorize the General Manager to execute an Agreement with the Transportation Authority of Marin (TAM) for the use of the SMART right-of-way south of the Corte Madera Creek for a multi-use pathway and compensate SMART \$850,000.

**SUMMARY:** SMART is coordinating with the Transportation Authority of Marin (TAM) for the implementation of a portion of the North-South Greenway bicycle and pedestrian pathway in a portion of the SMART right-of-way between the Corte Madera Creek and the existing pathway at Old Redwood Highway and Wornum Drive in Corte Madera. TAM is compensating SMART \$850,000 for the use of the SMART right-of-way by 1) Reimbursement of lost future revenue; and 2) costs associated with preservation of the right-of-way for future rail uses. It is necessary to terminate existing leases in the right-of-way in order to make room for the pathway.

TAM has secured approvals from the Metropolitan Transportation Commission (MTC) to apply the \$850,000 Regional measure 2 (RM2) funds to this compensation as well as approval from the TAM Board. These funds are a reimbursement for maintenance and preservation of the property in its current status and for loss of current and future revenue.

We recommend entering into the attached agreement with TAM for the use of the SMART right-of-way south of the Corte Madera Creek for an amount of \$850,000.

**FISCAL IMPACT:** Execution of the agreement will result in addition, one-time revenue of \$850,000 for the loss of lease revenues over the future years.

**REVIEWED BY:** [ x ] Finance VR [ x ] Counsel JS

Very truly yours,

A large, stylized handwritten signature in blue ink, appearing to be "Bill Gamlen", written over the name Bill Gamlen.

Bill Gamlen, P.E.  
Chief Engineer

Attachment(s): Agreement

**COOPERATIVE FUNDING AGREEMENT BETWEEN  
THE TRANSPORTATION AUTHORITY OF MARIN AND  
THE SMART-MARIN AREA RAIL TRANSIT DISTRICT**

This Agreement is made and entered into as of this \_\_\_\_\_ day of April, 2018, by and between the **TRANSPORTATION AUTHORITY OF MARIN** herein referred to as “**TAM**” and the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT** hereinafter referred to as “**SMART**”.

**RECITALS:**

**WHEREAS**, The Metropolitan Transportation Commission (MTC) re-directed RM2 funding from the Highway 101 Greenbrae Corridor Improvement Project (Project No. 11.1) to Bicycle and Pedestrian Improvements referred to as the North/South Greenway Gap Closure Project (Project No. 11.5); and

**WHEREAS**, TAM approved an implementation plan that splits the project into a northern segment (CMFC to POC) and a southern segment (Corte Madera Creek to Wornum Drive) in an effort to accelerate project delivery; and

**WHEREAS**, TAM will act as the project sponsor for both segments and the implementation agency for environmental and design of the northern segment and the County of Marin will act as the implementation agency for the southern segment; and

**WHEREAS**, MTC has allocated \$2.6M of RM2 funds for environmental and preliminary engineering (both northern and southern segments), and allocated \$1.5M for design of the northern segment; and

**WHEREAS**, As a condition of the allocation MTC required, and project partners supported, a property title search and boundary survey of SMART right-of-way (R/W) which has been used to define project parameters and constraints within the southern segment; and

**WHEREAS**, SMART has in good faith considered the use of a portion of their R/W for the purpose of constructing, maintaining, and operating a publically accessible multi-use path within the southern segment; and

**WHEREAS**, A preliminary path alignment has been established for the southern segment that generally follows the existing railroad tracks and is based, in part, using the results of the boundary and title search along with the known environmental constraints; and

**WHEREAS**, SMART has historically granted an opportunity for private parties to lease portions of the R/W and under the proposed alignment some of the leases will be impacted to some degree; and

**WHEREAS**, SMART and the County have assessed the financial loss of renegotiating or terminating existing land use leases over a twenty-five year period and determined the financial lost to be \$730,000; and

**WHEREAS**, SMART will require the path be removed at the time the southern rail extension is implemented. SMART and the County have determined the cost to remove the path at a future date to be \$120,000; and

**WHEREAS**, TAM has submitted a request to MTC for an allocation of RM2 funds to resolve the SMART R/W issues in the amount of \$850,000 to compensate SMART for future lost lease revenue and for the future cost of removing the multi-use path from SMART R/W; and

**WHEREAS**, As a condition of the allocation MTC required (1) TAM provide a letter recognizing SMART may remove the path in the future should rail be extended south, (2) SMART agrees to authorize the use of the R/W for the purpose of constructing a multi-use path and (3) TAM and SMART enter into a Memorandum of Understanding (MOU) regarding payment compensating SMART for future lost lease revenue, future removal of path in the event SMART extends rail south of Larkspur, and absolving SMART of responsibility of maintaining path until such time as rail service begins and (4) any savings from the North-South Greenway project are to be applied to the permanent (not interim) relocation/facility for the San Rafael Transit Center, and

NOW, therefore, as a valuable consideration the parties hereto agree as follows:

**TAM Agrees that it shall:**

1. Provide \$850,000 of RM2 funding to resolve the SMART R/W issues consisting of lost lease revenue over a twenty five year period in the amount of \$730,000, and \$120,000 to remove the path in the future to accommodate rail extension to the south.
2. Recognize and support SMART's right to remove the path at a future date when SMART determines this R/W is needed for their operations.
3. Recognize the use of the SMART R/W to operate and maintain the path will be at no cost to SMART.

**SMART Agrees that it shall:**

1. Enter into this MOU authorizing the use of a portion of the R/W for the purpose of constructing, maintaining and operating a multi-use path within the southern segment. The MOU must be substantially completed with all parties' conceptual agreement prior to proceeding into final design.
2. Acknowledge compensation for future lost lease revenue in the amount of \$730,000 is based on estimated impacts of likely affected lease areas.
3. Acknowledge compensation to remove the path in the future in the amount of \$120,000 shall be final and no future demand for additional payment will be made.
4. Submit an invoice for payment to TAM for R/W impacts and future path removal costs. The transfer of funds shall occur at the time SMART notifies lessees to vacate SMART R/W as mutually agreed by parties.

### **It is Mutually Agreed:**

1. **TERM:** This AGREEMENT shall terminate upon completion of the funding obligations described above for R/W activities or at which time TAM abandons the southern segment alignment on SMART R/W, whichever is earlier.
2. **MODIFICATION:** This AGREEMENT, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may not be extended past the aforementioned term without written consent from both parties
3. SMART shall indemnify and hold harmless TAM, its Commissioners, officers, agents and employees from any and all claims, demands, injury, and/or liability, direct or indirect, incurred by reason of any act or omission of SMART, its officers, agents, employees, and sub-contractors, under or in connection with this funding agreement. SMART agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against TAM, its Commissioners, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.
4. TAM shall indemnify and hold harmless SMART, its Supervisors, officers, agents and employees from any and all claims, demands, injury, and/or liability, direct or indirect, incurred by reason of any act or omission of TAM, its officers, agents, employees, and sub-contractors, under or in connection with this funding agreement. TAM agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against SMART, its Supervisors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.
5. *SMART AND TAM indemnify and hold harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any CEQA action, act or failure to act of SMART or TAM their officers, employees or agents, or subcontractors or any of them in connection with their performance of services under this allocation of RM2 funds. In the event any CEQA action stops the project, SMART and TAM agree to return such allocated funds to MTC for alternative allocation that shall be with the discretion of MTC.*
6. **SEVERABILITY:** Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect, provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
7. **TERMINATION:** This AGREEMENT will be subject to termination as follows: a) for breach of any obligation, covenant or condition by the other party, upon notice to the breaching party, or b) by mutual consent of both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT on the day first written above.

**Transportation Authority of Marin**

**Sonoma-Marin Area Rail Transit District**

---

Dianne Steinhauser  
Executive Director

---

Farhad Mansourian  
General Manager



April 18, 2018

**Debora Fudge, Chair**  
Sonoma County Mayors and  
Councilmembers Association

**Judy Arnold, Vice Chair**  
Marin County Board of Supervisors

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

**SUBJECT:** Resolution authorizing the submittal of State Transit Assistance fund claims to the Metropolitan Transportation Commission

Dear Board Members:

**RECOMMENDATIONS:**

Approve Resolution Number 2018-09 authorizing the General Manager to submit claims on behalf of SMART for State Transit Assistance Revenue Funds, State Transit Assistance Population Funds and State Transit Assistance State of Good Repair funds.

**SUMMARY:**

With the start of passenger rail services, SMART becomes eligible to receive several State funding sources starting in Fiscal Year 2017-18. For some of these funds, Board resolutions authorizing submittal of all necessary application materials are required. In a prior Board meeting you approved authorizing resolutions for State Rail Assistance Program Funds, Local Partnership Program Funds, and Low Carbon Transit Operations Program Funds. The fund source that is the subject of this staff report is State Transit Assistance (STA) Funds, which come in three categories: STA Revenue Funds (Public Utilities Code Section 99314); STA Population Funds (PUC Section 99313); and, STA State of Good Repair Funds (PUC Section 99314).

These STA fund sources are all programmed by different mechanisms, but their distribution is through a Claim Process managed by the Metropolitan Transportation Commission (MTC). STA funds must be used to support transit operating and capital expenditures and are programmed according to the rules of the individual category of funds. For STA Revenue funds, the State Controller directly apportions revenues to transit operators according to their local revenues spent on prior year operating expenses. For STA Population funds, the MTC asks that transit operators agree to sub-divide funds at a County level through the Congestion Management Agencies. For STA State of Good Repair Funds, applications must be submitted to Caltrans for programming approval.

For all three of these categories of STA funds, the actual distribution of monies is certified and allowed by MTC via an STA Claim Process. That Claim Process has several requirements before an operator is certified and approved to receive the funds.

The requirements include:

- Governing body resolution authorizing the staff responsible for the submittal of the claim
- Opinion of Agency Counsel filed annually regarding agency ability to submit the claim
- Provision of SMART's National Transit Database report from two years prior to the fund year claimed
- Provision of SMART's most recent State Controller's Report and Fiscal Audit
- Future year creation of Productivity Improvement Program (PIPs) Projects, which are required by MTC of all transit operators operating more than three years. In 2018, MTC is starting a process called the Transit Sustainability Project (TSP) for smaller transit operators in the Bay Area. Performance measures from this process will be integrated with the PIP requirements for STA claims.
- Adherence to MTC's Resolution 3866, the MTC Transit Coordination Implementation Plan, most recently amended by MTC in 2015.

Funds currently awaiting SMART's claim include:

- Fiscal Year 2017-18 STA Revenue funds estimated in the amount of \$686,214, and
- Fiscal Year 2017-18 STA State of Good Repair Funds estimated in the amount of \$153,741, the application for programming of which was approved by Your Board on January 17, 2018.

Estimated amounts for Fiscal Year 2018-19 claims include:

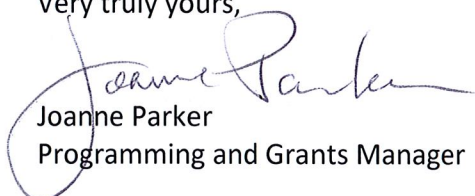
- STA Revenue funds in the amount of \$811,203;
- STA Marin County Population funds to be divided per agreement, as approved by Your Board on March 21, 2018, between SMART, Golden Gate Transit, and Marin Transit from the estimated total \$2,146,528; and
- STA State of Good Repair Funds in the amount of \$153,741.

The Metropolitan Transportation Commission requires a Board resolution authorizing the General Manager to submit claims for State Transit Assistance funds and that resolution is attached.

**FISCAL IMPACT:** None. SMART assumed these fund sources for operations in the FY2017—18 budget.

**REVIEWED BY:** [ x ] Finance VP [ x ] Counsel JS

Very truly yours,

  
Joanne Parker  
Programming and Grants Manager

Attachments: 1) Resolution Number 2018-09  
2) MTC Resolution 3866, as amended July 2015

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AUTHORIZING THE SUBMITTAL OF A CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS AND DESIGNATION OF THE GENERAL MANAGER AS THE AUTHORIZED AGENT TO SUBMIT AND EXECUTE ALL REQUIRED DOCUMENTS FOR STATE TRANSIT ASSISTANCE FUNDS ON BEHALF OF THE DISTRICT FOR FISCAL YEARS 2017-18 AND 2018-19**

---

**WHEREAS**, the Sonoma-Marín Area Rail Transit District (SMART) is an eligible project sponsor and may receive funding from State Transit Assistance (STA) Funds, including STA Revenue Funds (PUC 99314), STA Population Funds (PUC 99313), STA Revenue State of Good Repair Funds (PUC 99314), and STA Population State of Good Repair Funds (PUC 99313) for transit projects; and

**WHEREAS**, the state and regional statutes related to these state transit funds require implementing agencies to abide by various state and regional regulations; and

**WHEREAS**, the Metropolitan Transportation Commission (MTC) is the regional agency responsible for disbursement of STA funds, including the STA State of Good Repair funds programmed by the State Department of Transportation (Caltrans) and STA Revenue Funds apportioned by the State Controller's Office; and

**WHEREAS**, MTC has developed guidelines for the purpose of administering and distributing STA funds to eligible project sponsors, described in MTC's Annual Fund Application Manual; and

**WHEREAS**, SMART wishes to delegate authorization to submit and execute all required STA claim documents and any amendments thereto to the SMART General Manager, or designee; and

**WHEREAS**, SMART wishes to implement the SMART Commuter Rail Operations Project for Fiscal Years 2017-18, 2018-19 and beyond;

**NOW, THEREFORE, BE IT RESOLVED THAT THE** Board of Directors of the SMART District hereby

1. Authorizes the submittal of the SMART Commuter Rail Operations Project claim for State Transit Assistance Revenue and Population funds and the SMART Capital Spare Parts Project claim for State Transit Assistance State of Good Repair funds to the Metropolitan Transportation Commission for Fiscal Years 2017-18 and 2018-19; and

2. Agrees to comply with all conditions and requirements set for in MTC's Annual Fund Application Manual and applicable statutes, regulations and guidelines for all State Transit Assistance funded transit projects; and
3. Designates SMART's General Manager, or designee, to be authorized to execute all required documents of the State Transit Assistance program and any Amendments thereto with the Metropolitan Transportation Commission which may be necessary for the completion of the aforementioned project.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 18<sup>th</sup> day of April, 2018, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

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Debora Fudge, Chair, Board of Directors  
Sonoma-Marin Area Rail Transit District

ATTEST:

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

Date: February 24, 2010  
W.I.: 1227  
Referred By: Operations Committee  
Revised: 10/26/11-C  
07/22/15-C

ABSTRACT

Resolution No. 3866, Revised

This resolution updates and adopts MTC's Transit Coordination Implementation Plan pursuant to the requirements of California Government Code §§ 66516 (SB 1474) and 66516.5; Public Utilities Code §§ 99282.51 and 99314.7; and Streets and Highways Code § 30914.5.

This resolution supersedes Resolution No. 3055, as amended.

Attachment B to this resolution was revised on July 22, 2015 to update and revise requirements for the 511 transit information program (Appendix B-1), the regional hub signage program (Appendix B-2), and the Clipper<sup>®</sup> program (Appendix B-3), and to add a new Appendix B-5 containing coordination requirements applicable to transit rider surveys.

Date: February 24, 2010  
W.I.: 1227  
Referred By: Operations Committee

Re: Transit Coordination Implementation Plan

METROPOLITAN TRANSPORTATION COMMISSION

RESOLUTION NO. 3866

WHEREAS, pursuant to Section 66516 of the California Government Code, the Metropolitan Transportation Commission (MTC) is required to adopt rules and regulations to promote the coordination of fares and schedules for all public transit systems within its jurisdiction and to require every system to enter into a joint fare revenue sharing agreement with connecting systems; and

WHEREAS, pursuant to Section 66516.5 of the Government Code, MTC may identify and recommend consolidation of those functions performed by individual public transit systems that could be consolidated to improve the efficiency of regional transit service and;

WHEREAS, pursuant to Section 99282.5 of the California Public Utilities Code (PUC), MTC is required to adopt rules and regulations to provide for governing interoperator transfers so that the public transportation services between public transit operators are coordinated; and

WHEREAS, pursuant to Section 99314.7 of the Public Utilities Code, MTC is required to evaluate an operator's compliance with coordination improvements prior to an operator receiving allocations of State Transit Assistance (STA) funds; and

WHEREAS, pursuant to Section 30914.5 of the Streets and Highways Code, MTC must adopt, as a condition of Regional Measure 2 fund allocation, a regional transit connectivity plan to be incorporated in MTC's Transit Coordination Implementation Plan pursuant to Section 66516.5, requiring operators to comply with the plan, which must include Policies and procedures for improved fare collection; and

WHEREAS, MTC previously adopted Resolution No. 3055 to implement these requirements; and

WHEREAS, in order to ensure progress toward implementing coordination recommendations, MTC wishes to formalize these recommendations by adopting the rules and requirements required pursuant to Government Code Section 66516 and PUC Section 99282.5 as set forth in this MTC Transit Coordination Implementation Plan, which includes a regional Transit Connectivity Plan and Implementation Requirements, attached to this Resolution as Attachments A and B, and incorporated herein as though set forth at length;

WHEREAS, MTC has consulted with the region's transit agencies to develop the regional Transit Connectivity Plan and Implementation Requirements, as required by Government Code §§ 66516 and Streets and Highways Code § 30914.5; now therefore be it

RESOLVED, that MTC adopts the Transit Connectivity Plan ("Plan") as set forth in Attachment A; and be it further

RESOLVED, that MTC adopts the Implementation Requirements, as set forth in Attachment B; and, be it further

RESOLVED, that prior to determining fund programming and allocations for an operator, MTC shall review the efforts made by the operator to implement the requirements identified in Attachments A and B, and if MTC determines that the operator has not made a reasonable effort to implement the requirements of Attachments A and B, MTC may, at its discretion, withhold, restrict or re-program funds and allocations to such operator to the extent allowed by statute, rule, regulation, or MTC policy; and, be it further

RESOLVED, that all funds subject to programming and/or allocation by MTC are covered by this resolution including but not limited to State Transit Assistance, Transportation Development Act, Regional Measure 2, Congestion Mitigation and Air Quality, Surface

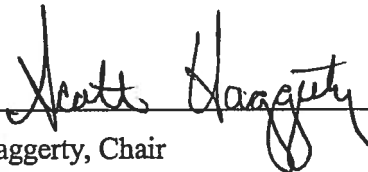
Transportation Program and Transit Capital Priorities funds, to the extent permitted by statute; and, be it further

RESOLVED, that this resolution shall be transmitted to the affected transit operators to guide them in development of their annual budgets and short-range transit plan revisions; and, be it further

RESOLVED, that the Operations Committee is authorized to approve amendments to Attachments A and B, following consultation with the affected transit operators; and be it further

RESOLVED, this resolution supersedes Resolution No. 3055.

METROPOLITAN TRANSPORTATION COMMISSION

  
\_\_\_\_\_  
Scott Haggerty, Chair

The above resolution was entered into by  
the Metropolitan Transportation Commission  
at a regular meeting of the Commission held in  
Oakland, California, on February 24, 2010

Date: February 24, 2010  
W.I.: 1227  
Referred By: Operations Committee

Attachment A  
Resolution No. 3866  
Page 1 of 1

## **Attachment A**

### **MTC Transit Connectivity Plan**

This Attachment A incorporates by reference the Transit Connectivity Plan, previously approved by MTC in MTC Resolution No. 3055, which may be downloaded at:  
<http://www.mtc.ca.gov/planning/connectivity/index.htm>.

Date: February 24, 2010  
W.I.: 1227  
Referred By: Operations Committee  
Revised: 10/26/11-C  
07/22/15-C

Attachment B  
Resolution No. 3866, Revised  
Page 1 of 28

## **Attachment B Implementation Requirements**

The purpose of these Implementation Requirements is to establish the expectations and requirements for each transit agency with respect to implementing the recommendations of the Commission's Transit Connectivity Plan (2006) and maintaining other transit coordination programs, to outline the process by which MTC will involve transit operators in changes to coordination requirements, and to establish the process for Commission action in the event of transit agency non-compliance with these implementation requirements. A copy of this Resolution 3866 is available for download at <http://www.mtc.ca.gov/planning/tcip/>.

Per the Transit Connectivity Plan, MTC places high priority on improvements that:

- Accomplish tangible improvements for the passenger;
- Benefit the largest number of transit users, including both inter- and intra-system transit riders, to the extent possible;
- Improve system productivity by sharing agency resources; and
- Enhance the ability of transit riders to reach significant destinations in adjoining jurisdictions and along regional corridors by (1) improving the connections between system services and (2) providing through service to adjoining jurisdictions in those cases where the market clearly justifies such service.

In order to manage resources effectively, MTC will focus on a limited number of high priority improvements, transfer project leadership from MTC to one or more transit agencies where possible upon agreement of project partners, and establish priorities for implementing new projects.

The Commission has established specific transit operator requirements to implement a coordinated regional network of transit services and to improve overall service productivity as defined in the Transit Connectivity Plan. Any agency that is an eligible recipient of funds subject to allocation or programming by MTC is subject to these requirements, including, but not limited to the following:

- |  |  |
|--|--|
| 1. Altamont Corridor Express                               | 18. Sonoma Marin Area Rail Transit                   |
| 2. Alameda-Contra Costa Transit District                   | 19. Transbay Joint Powers Authority                  |
| 3. Caltrain  | 20. Union City Transit                               |
| 4. Capital Corridor Joint Powers Authority                 | 21. Water Emergency Transportation Authority         |
| 5. Central Contra Costa Transit Authority                  | 22. Western Contra Costa Transit Authority           |
| 6. Eastern Contra Costa Transit Authority                  | 23. City of Dixon                                    |
| 7. Golden Gate Bridge, Highway and Transportation District | 24. City of Emeryville                               |
| 8. Livermore/Amador Valley Transit Authority               | 25. City of Fairfield (Fairfield and Suisun Transit) |
| 9. Marin County Transit District                           | 26. City of Petaluma                                 |
| 10. Napa County Transportation Planning Agency             | 27. City of Rio Vista                                |
| 11. San Francisco Bay Area Rapid Transit District          | 28. City of Santa Rosa                               |
| 12. San Francisco Municipal Transportation Agency          | 29. City of Vacaville                                |
| 13. San Mateo County Transit District                      |  |
| 14. Santa Clara Valley Transportation Authority            |  |
| 15. Solano County Transit (SolTrans)                       |  |
| 16. Solano Transportation Authority                        |  |
| 17. Sonoma County Transit                                  |  |

Unless a particular action is reserved for the Commission or the Operations Committee in this Attachment B (including any Appendices hereto), where reference is made in this Attachment B to approval, determination, clarification or the development of guidelines or policies by MTC, such action may be taken or made by MTC staff in a manner that is consistent with the principles set forth in Resolution 3866 and this Attachment B.

## **A. Operator Implementation Requirements**

### **1. Implementation Requirements**

The region has a history of implementing projects to improve transit coordination. Early efforts focused on regional programs and policies such as disseminating tax-free transit benefits and making paratransit eligibility determinations. More recent efforts, such as the Transit Connectivity Plan and efforts to increase Transit Sustainability, identified improvements to (1) designated regional transit hubs, including way-finding signage and transit information, real time transit information, schedule coordination, last-mile services and hub amenities, (2) system wide connectivity improvements, including 511 information and Clipper® and (3) coordination of demographic and travel pattern transit rider surveys.

Specific implementation requirements for transit operators are listed in Appendices to this Attachment:

- Appendix B-1, 511 Transit Program Requirements (including real-time transit);
- Appendix B-2, Regional Transit Hub Signage Program Requirements;
- Appendix B-3, Clipper® Implementation Requirements; and
- Appendix B-4, Maintenance of Existing Coordinated Services.
- Appendix B-5, Cooperative Demographic and Travel Pattern Transit Rider Survey Program Requirements

As MTC continues to address recommendations from the Transit Connectivity Plan and other emerging issues such as Transit Sustainability, new implementation requirements may become necessary. The appendices may be modified to reflect changes in implementation responsibilities, following the procedures outlined in this Attachment B, and subject to approval by the Commission.

## **2. SB 602 Fare and Schedule Coordination Requirements**

Currently, each operator certifies its adherence to the provisions of SB 602 (Statutes 1989, Chapter 692, Government Code Section 66516, and as subsequently amended) as part of the annual allocation process for TDA and STA funds when requests for these funds are submitted to MTC. The SB 602 requirements are now incorporated into this Res. 3866, and each operator's compliance will be monitored accordingly. Per the requirements of SB 602, each transit agency in the region has a revenue sharing agreement with every connecting agency. In some cases, this takes the form of a reciprocal agreement to accept each other's passengers free of charge or to honor each other's period passes or single-trip transfers for a discounted fare. The BART/Muni FastPass is an example of a joint fare instrument to address SB602 requirements. Each transit agency in the region is required to maintain these reciprocal agreements as a condition of receiving STA funds (Gov. Code 66516).

## **3. Preserve Ability to Post and Disseminate Transit Information**

MTC expects transit operators to preserve rights for MTC and connecting transit operators to post and disseminate connecting transit information for free within their facilities. This would include but not be limited to route, schedule, fare, real-time transit information and information about regional transit projects (511, Clipper®). For any transit agency that has already entered into a third-party agreement that compromises these rights, MTC expects the transit agency to make good faith efforts to reinstate these rights in their agreement at the earliest opportunity and, at a minimum, to reinstate such rights in future agreements or renewals entered into after adoption of this Resolution. Nothing herein shall be interpreted as requiring transit agencies to display advertising. Rather, the objective is to provide transit customers with pertinent information that improves their transit experience.

## **B. Cost-Sharing**

Implementation activities and other new transit connectivity and coordination efforts added to these Implementation Requirements will be funded with MTC discretionary funds, transit agency funds, and/or in-kind contributions of MTC and transit agency staff resources. If MTC considers

adding new projects or services, MTC would implement the consultation process described in Section C below to vet any expected cost impacts on the operators. Transit agencies are required to waive all agency fees (for permits, etc.) they would otherwise charge to MTC, other transit operators or third-party contractors to implement and maintain regional transit coordination projects detailed in these requirements. Unless otherwise noted, MTC and transit agencies are expected to cover the cost to implement their respective roles and responsibilities as identified in these requirements or in pre-existing agreements. As specific initiatives move to implementation, a lead agency may be designated to coordinate implementation activities on behalf of the other participating transit agencies. Any agency that assumes this lead role and incurs costs that it would otherwise not assume in order to perform this function may be reimbursed, based upon an equitable agreement with the participating agencies, on a marginal cost basis (i.e., the additional cost the transit operator incurs to perform the work).

### **C. Consultation Process**

MTC will consult with transit agencies when defining new coordination requirements for inclusion in Res. 3866 or when updating or revising requirements already in Res. 3866.

MTC will first consult with one or more of its technical advisory committees (TACs) to receive transit agency input on the specific implementation requirements. MTC will notify TAC members of the meetings and provide agendas in advance, and facilitate TAC discussions. Affected transit operators are expected to participate. Transit agencies are responsible for ensuring that the appropriate staff attends TAC meetings, that they participate in discussions in good faith, and that they communicate with other relevant staff within their agency (including those employees whose work may be affected) and executive management so that timely and constructive agency feedback can be provided to MTC. MTC will consider TAC input when formulating draft policy. In cases where there is no relevant TAC to address the issue under consideration, MTC will formulate draft policy and solicit feedback from general advisory groups, such as the Partnership Technical Advisory Committee (PTAC) or the Transit Finance Working Group.

At its discretion, MTC may also solicit input from the Partnership Board, the Partnership Technical Advisory Committee, the Transit Finance Working Group and MTC's Policy Advisory Council prior to Commission action. Following consultation with the TAC(s) and/or other advisory groups, MTC will solicit feedback from the Partnership Transit Coordination Committee. MTC will provide notification of the proposed PTCC meeting and agenda through written communication to transit general managers and transit program coordinators and posting of the meeting materials on MTC's web site.

After consulting with transit agencies, MTC will forward staff's recommendations to the MTC Operations Committee and the Commission.

### **D. Sanctions**

The Commission expects each transit agency to comply with the requirements outlined in this Resolution and its Attachments as a condition of eligibility for STA and TDA funds, Regional Measure 2 funds, transit capital funds (including federal transit formula funds, STP, CMAQ and

STIP funds) and other funds subject to Commission programming and allocation actions. MTC intends that the region's transit agencies will implement these requirements in good faith and cooperation among themselves and with MTC. The sanction of withholding, restricting or re-programming funds to enforce cooperation will be exercised by MTC through an action of the Commission in cases where an agency fails to meet or fails to exhibit good faith in meeting these requirements. In such cases, MTC staff will notify the agency of the possibility that a sanction may be imposed. This notification will also recommend corrective actions that the agency should take to meet the implementation requirements. The notification will be sent no less than sixty (60) days prior to forwarding an MTC staff recommendation to the Commission.

## **Appendix B-1**

### **511 Transit Information Requirements**

MTC provides static transit data through the 511 phone and web service and real-time transit departure information through the 511 phone and web services and the Regional Hub Signage Program. MTC requires the full participation and support of all transit agencies to deliver quality and timely information. MTC and the transit agencies have jointly developed data transfer mechanisms for static and real-time transit data and identified appropriate roles and responsibilities for all parties, as documented in “*511 Transit and Real-Time Transit Program Roles and Responsibilities*.” MTC will review these requirements on an as-needed basis with transit agency partners, and they may be updated from time to time. The document is available at: <http://www.mtc.ca.gov/planning/tcip/>. The key roles and responsibilities to provide transit agency data on 511 services are as follows:

#### **Transit Agencies will:**

##### Generally:

1. Participate in MTC’s 511 Regional Transit Information System (RTIS) and Real-Time Transit Technical Advisory Committee (511 TAC).
2. Support, fund and staff their roles and responsibilities related to the 511 services as described below.
3. Notify transit customers of the availability of 511 information and 511.org on transit agency web sites, in printed materials, at bus stops/rail stations, and on other transit agency information channels.

##### For Static Transit Information:

4. Provide accurate, complete, and timely information regarding transit routes, stops, schedules, and fares for dissemination on 511 and/or through data feeds to third parties.
5. Transmit and maintain transit schedule data and other transit service information to MTC, through provided tools, protocols and processes as discussed, updated and agreed in 511 TAC meetings, in advance of any schedule changes to allow for MTC’s timely inclusion on 511 and/or data feeds to third parties. MTC will provide a schedule identifying the necessary advance time.
6. Perform quality control review (focusing on data changed for upcoming service revisions) on a representative sample of agency service data prior to transmittal to MTC.

##### For Real-time Transit Information:

7. Provide prediction data to the Regional System by establishing and maintaining a data connection to the Regional System and operating and maintaining an interface application.
8. Meet requirements, as defined in “*511 Transit and Real-Time Transit Program Roles and Responsibilities*.”
9. Conduct on-going performance monitoring to ensure accurate and timely transfer of data to the Regional System and accurate provision of prediction data to the public, in collaboration with MTC.
10. Ensure that there is no impact to its provision of prediction data to 511 in the event that the transit agency provides its specific prediction data to a third party.

11. Provide service disruption information to 511 where available and logistically feasible through agreed upon formats.

**MTC will:**

Generally:

1. Organize and facilitate the 511 TAC.
2. Fund, operate, and maintain the 511 traveler information program for regional transit information, including 511.org, 511 phone, regional electronic Transit Information Displays (eTIDs) at transit hubs, and other relevant applications.
3. In collaboration with transit agencies, conduct performance monitoring to ensure accurate and timely transfer of both static and real-time transit data to the Regional 511 System.

For Static Transit Information:

4. Notify transit customers of the availability of transit agency websites at appropriate locations on web site pages of 511.org.

For Real-time Transit Information:

5. Share with third party vendors and the general public the real-time transit data as described in *"511 Transit and Real-Time Transit Program Roles and Responsibilities."*
6. Provide agencies with contact information for the 511 Traveler Information Center (TIC) to allow for the posting of real-time transit service disruption/emergency information on 511.

## **Appendix B-2**

### **Regional Transit Hub Signage Program Requirements**

MTC and transit agencies have developed the Regional Transit Hub Signage Program Technical Standards and Guidelines (e.g. ‘the Standards’) to ensure consistency across the region as the signage is deployed and maintained. A detailed version of the Standards is available at: <http://www.mtc.ca.gov/planning/tcip/>. The Standards may be periodically updated.

The Standards include:

1. Four main sign types: directional signs, wayfinding kiosks, transit information displays, real-time transit information displays.
2. Guidance to locate signs at key decision points between transit operator services.
3. Design elements to establish a common “look” and “feel” for the signage including:
  - Orange ‘i’ icon on a green background;
  - Standard logos, icons, arrows and messages and an organizing hierarchy;
  - Standard ‘frutiger’ font;
  - Hierarchy for the location of information in each sign;
  - Consistent map orientation and colors;
  - Directional map compass and walking distance/time radius;
  - Transit stop designation through agency logo/mode icon/route number ‘bubbles’; and
  - Prominent 511 logo/message and regional transit program information.

**Transit Agencies will:**

1. Participate on the Transit Connectivity TAC as needed to raise and consider any further revisions to the Standards or other relevant transit connectivity policies.
2. Comply with the Standards. Where exceptions to the Standards are desired, transit operators must seek prior approval from MTC. Where ambiguity in the Standards exists, transit operators shall request clarification from MTC.
3. Comply with task responsibilities (O&M, replacement and ownership) further detailed in Appendix B-2, Attachment 1. In most cases, the transit agency that owns the property on which the sign has been installed is assigned responsibility. For signs installed on property not owned by a transit agency, the transit agency providing the most service (passenger boardings) in the area of the sign has been assigned responsibility.
4. Facilitate the permitting of signs by waiving all fees that a transit agency would usually charge for sign installation on its property or leased operating areas.
5. As transit agencies plan new facilities or prepare for major remodels of existing facilities, transit agencies will consult with MTC early in the planning process to ensure effective information is provided to transit users and consistency with the Standards is achieved. MTC will determine if a project requires application of the Standards. If yes, the responsible transit agency will implement the appropriate signage throughout the transit facility in accordance with the Standards.

**MTC will:**

1. In consultation with Transit Connectivity TAC, develop, document and periodically update regional sign Standards.
2. Comply with cost and task responsibilities detailed in Appendix B-2, Attachment 1.

3. Solicit feedback from transit agencies on significant changes to regional policy affecting the 24 hubs through the Transit Connectivity Technical Advisory Committee.
4. As resources permit, provide technical assistance to transit agencies wishing to extend the regional sign Standard to non-regional hubs.
5. Explore opportunities to extend constancy of wayfinding information across modes throughout the region, including through technological and other innovative means.

## Appendix B-2, Attachment 1: Hub Signage Program Cost/Task Responsibilities

| Appendix B-2, Attachment 1: Hub Signage Program Cost/Task Responsibilities |   |                     |          |        |                     |   |
|--|---|---------------------|----------|--------|---------------------|---|
| Hub Signage Operations & Maintenance (O & M)                               | Task  | Cost Responsibility |          |        | Task Responsibility |   |
|  |   | Region              | Operator | Region | Operator            |   |
| A. Physical O & M by Sign Type   |   |                     |          |        |                     |   |
| 1. Directional/Wayfinding Signs<br>(incl. hub identification signs)        | a. Annual Operations and Maintenance (O&M) <sup>1</sup> |                     | X        |        |                     | X |
|  | b. Lifecycle Replacement <sup>2</sup>                   |                     | X        |        |                     | X |
|  | c. Ownership <sup>3</sup>                               |                     | X        |        |                     | X |
| 2. Wayfinding Kiosks   | a. Annual Operations and Maintenance (O&M) <sup>1</sup> |                     | X        |        |                     | X |
|  | b. Lifecycle Replacement <sup>2</sup>                   |                     | X        |        |                     | X |
|  | c. Ownership <sup>3</sup>                               |                     | X        |        |                     | X |
| 3. Real-Time Transit Signs   | a. Annual Operations and Maintenance (O&M) <sup>1</sup> |                     | X        |        |                     | X |
|  | b. Lifecycle Replacement <sup>2</sup>                   | X                   |          |        |                     | X |
|  | c. Ownership <sup>3</sup>                               |                     | X        |        |                     | X |
| 4. Transit Information Displays  | a. Annual Operations and Maintenance (O&M) <sup>1</sup> |                     | X        |        |                     | X |
|  | b. Lifecycle Replacement                                |                     | X        |        |                     | X |
|  | c. Ownership <sup>3</sup>                               |                     | X        |        |                     | X |
| B. Information Content O & M by Sign Type                                  |   |                     |          |        |                     |   |
| 1. Directional/Wayfinding Signs<br>(incl. hub identification signs)        | d. Static Information Content                           |                     | X        |        |                     | X |
|  | d. Printed information content <sup>4</sup>             | X                   |          |        | X                   |   |
| 2. Wayfinding Kiosks   | d. Printed information content <sup>4</sup>             | X                   |          |        | X                   |   |
|  | d. Electronic information content                       | X                   |          |        | X                   |   |

<sup>1</sup> Including electricity, cleaning, graffiti removal, and repairs.

<sup>2</sup> Including planning, procurement, coordination, and installation.

<sup>3</sup> Insurance, liability, and warranty claims.

<sup>4</sup> Including quarterly cleaning of physical sign case.

### **Appendix B-3**

## **Clipper® Implementation Requirements**

This Appendix defines the Commission's expectations of the transit agencies to ensure a successful operation of the Clipper® (formerly TransLink®) system in three sections:

- I. Participation Requirements
- II. Regional Clipper® Communications and Marketing Activities
- III. Fare Media Transition Schedules by Specific Operators

Section I describes general Clipper® implementation requirements for participating operators.

Section II defines expectations for communications and marketing: a program area critical to smooth implementation of a full transition to Clipper® that can only be addressed through a collaborative, regional approach.

Section III establishes the dates by which the transit agencies that are currently operating Clipper® will transition their existing prepaid fare media to Clipper®-only availability.

### **I. Participation Requirements**

The Clipper® fare payment system was procured by MTC and has been implemented, operated and maintained under the Design Build Operate Maintain contract between MTC and Cubic Transportation Systems, Inc. for the Clipper® fare payment system (the current Clipper® Contract). The Clipper® Contract was assigned to Cubic Transportation Systems, Inc. (the current Clipper® Contractor), on July 2, 2009 and has an operating term extending through November 2, 2019. In this role as counterparty to the Clipper® Contract, MTC is sometimes referred to in this Appendix B-3 as the "Contracting Agency." Transit agencies operating Clipper® as their fare payment system are required to enter into the Memorandum of Understanding (MOU) among MTC and the transit agencies operating Clipper®.

The following describes general Clipper® implementation requirements for participating operators. An operator's failure to meet one or more of these requirements may result in non-compliance with Resolution 3866.

1. Implement and operate the Clipper® fare payment system in accordance with the Clipper® Operating Rules, as adopted and amended from time to time in accordance with the MOU. The current Clipper® Operating Rules (updated in June 2012) are incorporated herein by this reference. The Clipper® Operating Rules establish operating parameters and procedures for the consistent and efficient operation of Clipper® throughout the region and are available on MTC's website at <http://www.mtc.ca.gov/planning/tcip/>.
2. Pay its share of costs according to the MOU, including the cost allocation formula set forth in Appendix B to the MOU.
3. Abide by the revenue sharing formula in Appendix B to the MOU.

4. Make its facilities and staff available for implementation and operation of Clipper®. Any Operator and the Contracting Agency may agree to an Operator-Specific Implementation Plan, setting forth specific requirements regarding implementation and operation of Clipper® for such Operator.
5. Make determinations regarding the placement of Clipper® equipment on the Operator's facilities and equipment; perform necessary site preparation; attend Clipper® Contractor training on the use of the Clipper® equipment; and provide training to employees using the equipment.
6. Implement, operate and promote Clipper® as the primary fare payment system for each Operator. Clipper®'s primary market is frequent transit riders (i.e., commuters and transit passholders). Operators shall not establish other fare payment systems or fare policies that could deter or discourage these patrons' preference to use Clipper®. Operators shall set fares so that fares paid with Clipper® are equivalent or lower than fares paid either with cash or other forms of payment.

No new non-Clipper® prepaid fare product, other than for promotional, special event or limited-audience—e.g., tourist—fares, shall be created by any transit operator without consulting with and receiving prior approval from MTC.

Nothing in this provision is intended to discourage operators from providing leadership on new technologies or innovations that would offer improvement to fare collection operations or the customer experience. The expectation is that these new initiatives should leverage the attributes and assets of Clipper®, not compete with Clipper® or undermine customers' preference to use Clipper®.

7. Perform first-line maintenance upon Clipper® equipment located on their facilities or vehicles, promptly notify the Clipper® Contractor when second-line maintenance of Clipper® equipment is needed, promptly notify the Contracting Agency and the Clipper® Contractor of any issues affecting daily financial reconciliation or accuracy of system reports, issue all types (including, but not limited to, cards configured as senior or youth) of Clipper® cards and add value to existing Clipper® cards from all Ticket Office Terminals located at their business facilities, and provide at least the same level of front-line customer service to their patrons using Clipper® as to patrons using other forms of fare payment.
8. Sufficiently train and educate agency personnel who have Clipper®-related responsibilities so those personnel are able to carry out the requirements placed upon operators in this Resolution.
9. Assist MTC, as necessary, to develop a program for Transit Capital Priorities (TCP) funds for the purpose of procuring and installing end-of-lifecycle Clipper® equipment and to submit and administer grants for programmed TCP funds on a "pass-through" basis.

10. Take financial responsibility for replacement of equipment damaged in-service due to vandalism or any other cause not covered by the Clipper® Contract warranty.<sup>1</sup>

## II. Regional Clipper® Communications and Marketing Activities

1. Effective Date. For operators currently operating the Clipper® system, these Clipper® marketing and communications requirements are effective immediately. For operators not yet operating Clipper®, the requirements are effective two months after MTC's approval of the Clipper® system as Revenue Ready for that operator.
2. General Requirements. Operators shall present Clipper® to customers, employees and media as a fully operational fare payment option. This includes, but is not limited to, identification of Clipper® as a fare payment option in brochures, websites, advertisements, schedules/timetables, email newsletters, internal memos, bulletins and training manuals, and any other materials that describe an operator's fare payment options. Operators shall present Clipper® as an option so that Clipper® has equal or greater prominence than the presentation of other payment options. Each operator shall incorporate and/or modify the presentation of Clipper® in existing brochures, websites, schedules/timetables, etc. whenever the operator next updates the content of these items.

In all cases, operators' marketing and communications about Clipper®, whether in brochures, websites, advertisements or other forms, shall adhere to Clipper® brand guidelines developed by MTC with input from transit operators. The Clipper® Brand Guidelines are available at <https://www.clippercard.com/ClipperWeb/toolbox.do>.

3. Equipment Identification. If not already identified as such, operators shall identify Clipper®-compatible fare payment and Clipper®-compatible vending equipment with a decal or other visual identifier to indicate the equipment's Clipper® compatibility.
4. Operator Training. Operators shall ensure appropriate Clipper®-related training for transit operator staff including, but not limited to, vehicle operators, station agents, conductors, customer service personnel, proof of payment officers, ticket sales staff and any other personnel responsible for interacting with customers concerning payment options.
5. Marketing Coordination. Operators shall participate in the development and implementation of a Clipper® marketing and communications initiative that will begin approximately June 1, 2010. This includes, but is not limited to:
  - Staff participation in the development and implementation of the initiative;
  - Dissemination of Clipper® brochures and/or other information materials on vehicles and/or in stations in a manner consistent with the operator's dissemination of other similar operational information; and
  - Providing information about Clipper® utilizing space available on vehicles and/or in stations that is already used by the operator for dissemination of operational information (space available includes, but is not limited to, car cards, posters, and electronic displays).

---

<sup>1</sup> During the term of the existing Clipper® Contract, MTC shall procure replacement equipment on an operator's behalf, and operators shall pay for the full cost of the equipment including all installation costs and materials.

6. **Funding.** Funding for the initial phases of the communications and marketing program shall come from the marketing funds already in the Clipper® capital budget and previously assigned to individual operators.

### III. Fare Media

<sup>\*\*</sup>See Note Below

The tables below set forth ***the fare media*** that the designated operator shall convert to Clipper®-only availability and ***the date*** by which the operator shall no longer accept such fare media in its existing form. In general, MTC has emphasized with each operator a transition of those fare products which currently represent a significant portion of that operator's boardings.

An operator will be excused from compliance with a transition date requirement for particular fare media, if the Clipper® Contractor has not met at least 80% of the cardholder support service level standards set forth in Section B.1.12 of the Clipper® Contract for the two calendar months ending one month before the scheduled transition date. The operator's transition date requirement for the affected fare media will be reset to one month after the Clipper® Contractor has met at least 80% of the Clipper® Contract's cardholder support service level standards for two consecutive calendar months.

<sup>\*\*</sup>NOTE: FARE MEDIA TABLE NOT INCLUDED HERE FOR BREVITY

### *Other Operators*

The following are general Clipper® implementation and fare media transition requirements for operators not yet operating Clipper®. Following MTC's approval of the Clipper® system as Revenue Ready for a given operator, MTC will work with the operator to identify more specific fare media transition plans. Unless otherwise approved by MTC, an operator shall (i) begin accepting Clipper® for fare payment by customers no more than two months following MTC's approval of the Clipper® system as Revenue Ready for the operator, and (ii) end acceptance of prepaid non-Clipper® fare media no more than one year following MTC's approval of the Clipper® system as Revenue Ready for the operator.

All of the below-listed operators (the "Phase 3 Operators") are exempt from subsection (ii) of the immediately preceding paragraph for the shorter of (a) the term of the MOU, as it may be extended hereafter, and (b) the term of the existing Clipper® Contract as it may be extended hereafter. For the duration of such exemption, the Phase 3 Operators may continue to accept prepaid non-Clipper® fare media, including passes, tickets and transfers; provided that such Operators continue to comply with Section I.6 and all other applicable provisions of this Appendix B-3.

### Phase 3 Operators

Central Contra Costa Transit Authority (County Connection)  
City of Fairfield, as the operator of Fairfield and Suisun Transit (FAST)  
City of Petaluma, as the operator of Petaluma Transit  
City of Santa Rosa, as the operator of Santa Rosa CityBus  
City of Vacaville, as the operator of Vacaville City Coach  
Eastern Contra Costa Transit Authority (Tri Delta Transit)  
Livermore/Amador Valley Transit Authority (LAVTA Wheels)  
Marin County Transit District (Marin Transit)  
Napa County Transportation and Planning Agency (VINE Transit)  
Solano County Transit (SolTrans)  
Sonoma County Transit  
Union City Transit  
Water Emergency Transportation Authority (San Francisco Bay Ferry)  
Western Contra Costa Transit Authority (WestCAT)

## **Appendix B-4**

### **Maintenance of Existing Coordinated Services**

The Commission's previously adopted Transit Coordination Implementation Plan (Resolution No. 3055) included a number of coordination programs that were not modified by the Transit Connectivity Plan. Of these, the Commission expects the transit operators to continue to support the following:

1. Regional Transit Connection (RTC) Discount Card Program – Provides identification cards to qualified elderly and disabled individuals for reduced fares on transit. Transit operators and MTC maintain memorandums of understanding about roles and responsibilities for program implementation. The RTC Discount Card is being incorporated into the Clipper® program
2. ADA Paratransit Eligibility Program – Consists of a regional application, a regional eligibility database administered by a transit agency on behalf of the region and universal acceptance across transit systems of all eligibility determinations. Transit operators have flexibility to tailor the application process to screen applicants to facilitate eligibility determinations.
3. Interagency ADA Paratransit Services – Establishes policies to promote a consistent approach to interagency paratransit passenger transfers (see Appendix A-4, Attachment 1).
4. Regional Transportation Emergency Management Plan – The Regional Transportation Emergency Management Plan (formerly known as the Trans Response Plan) is a framework to coordinate transit services during regional emergencies. Transit operators are required to participate in regional exercises to test the implementation of the plan. Transit agencies certify compliance through their annual State Transit Assistance (STA) funding claims process, and also address emergency coordination planning through their Short Range Transit Plans.
5. Regional Links/Express Bus/Feeder Bus Services – Regional Links include bus service across the Bay Bridge, Dumbarton Bridge, the San Mateo Bridge and the Richmond/San Rafael Bridge that has been incorporated into the Express Bus Services program funded with Regional Measure 2 (RM2), and will be monitored per RM2 requirements. Express Bus Services also include Owl Service which operates along the BART rail lines at night when BART is closed. Express feeder bus services to/from BART stations during peak periods are maintained through direct allocation of BART's STA funds to transit agencies as specified in the annual Fund Estimate. If STA is unavailable, BART's General Fund up to \$2.5 million is available to support these services per existing agreement. If additional funding is needed, it will be subject to discussion on an annual basis.

## **Appendix B-4, Attachment 1**

### **Requirements for Interagency ADA Paratransit Services**

*Note: Transit operators developed guidelines for interagency ADA paratransit services. MTC adapted these guidelines for the purpose of defining coordination requirements.*

Consistent with the Americans with Disabilities Act (ADA) requirement to provide paratransit services that are complementary to fixed-route transit services, Bay Area transit operators have identified a transfer-oriented network of interagency paratransit services. Interagency paratransit trips may require a transfer between connecting paratransit providers at a location specified by the transit operator. The following regional requirements are intended to improve connections between paratransit services for both passengers and paratransit providers. The requirements establish regional protocol for how the system will operate as well as specify the responsibilities of paratransit providers to assure an efficient, user-friendly system.

1. All public transit agencies in the San Francisco Bay Area will honor the regional ADA Eligibility Process [as approved by transit agencies] when certifying an individual for ADA paratransit services.
2. Eligibility for an individual requesting interagency paratransit services will be verified through the ADA Paratransit Regional Eligibility Database.
3. Transit operators will develop and make available customer information on how to access and use interagency paratransit services. This information will be made readily available in accessible formats.
4. Interagency paratransit trips will usually require a transfer between connecting paratransit providers at a location specified by the transit operator. Transit operators will transfer passengers at designated transfer locations that, to the extent possible, are also used as fixed-route transfer sites. For operational efficiency or customer service quality, use of other transfer sites is not precluded. Operators will seek to establish transfer locations that are clean, safe, sheltered and well-lit with accessible telephones and restrooms nearby. Established interagency paratransit transfer locations on transit properties will be clearly marked with a consistent sign designed and adopted at the regional level.
5. For operational efficiency or customer service reasons, transit operators may:
  - transfer passengers to a connecting paratransit provider at a transfer location, including having the passenger wait without assistance until the connecting provider arrives; or
  - provide through-trip service into an adjoining transit agency's service area (not requiring a transfer); or
  - provide transfer assistance to passengers at transfer points (waiting with the passenger until connecting provider arrives); and

- coordinate their schedules and dispatch procedures with connecting provider(s) on the day of service.
6. Coordinating Bay Area interagency paratransit reservations shall be the responsibility of paratransit providers. Subject to availability of rides, a single transit coordinator will be responsible to schedule an interagency paratransit trip (including round-trip service). For trips requiring coordination between only two transit operators, the operator in whose jurisdiction the trip originates will usually perform the function of trip coordinator to schedule the entire trip and to serve as a point of contact for passenger inquiries. For trips involving three or more paratransit providers, a regional trip coordinator may perform these functions.
  7. Transit operators shall accept reservations for interagency paratransit trips according to their local advance reservation policies. When coordinating a trip, the shorter advance reservation period of the connecting agencies will apply. In some cases, the scheduling operator will be unable to determine the availability of a requested interagency paratransit trip until the shortest advance reservation period is open. If, due to differences in advance reservation periods, trip availability cannot be determined at the time the trip is requested, the scheduling operator will inform the passenger of when to call to complete the trip reservation process. In the meantime, the scheduling operator may book available legs of the requested trip according to local advance reservation policies.
  8. Transit operators will charge a fare consistent with each individual operator's fare payment policy. All fares will be communicated to the passenger by the operator scheduling the first leg of the interagency paratransit trip at the time the ride is confirmed. Operators and MTC will work toward a regional fare payment method and/or regional fare policy for paratransit services.

## **Appendix B-5**

### **Cooperative Demographic and Travel Pattern Transit Rider Survey Program Requirements**

This Appendix defines the Commission's expectations of the transit agencies to ensure efficient collection of passenger demographic and travel pattern<sup>2</sup> information.

The Commission and the transit agencies have a common interest in understanding the demographics and travel patterns of transit riders. Between 2012 and March 2015, Commission staff have carried out transit surveys in partnership with 15 separate transit agencies as part of the Cooperative Demographic and Travel Pattern Transit Rider Survey Program ("Survey Program" henceforth). Collecting this information together is more cost effective than collecting it separately. The resulting consolidated data facilitates across-agency comparisons and analyses.

The key roles and responsibilities of MTC and the transit agencies on the Survey Program are as follows:

**Transit agencies will:**

1. Participate in the Survey Program when collecting information on transit passenger demographics AND travel patterns together.
2. Contribute to the cost of the agency-specific survey performed as part of the Survey Program. Federally-funded operators not listed below will pay no cost to survey service they provide; the following operators will pay 20 percent of the cost to survey service they provide:
  - Alameda-Contra Costa Transit District;
  - Bay Area Rapid Transit District;
  - Caltrain;
  - Golden Gate Bridge, Highway and Transportation District;
  - San Francisco Municipal Transportation Agency;
  - San Mateo County Transit District; and,
  - Santa Clara Valley Transportation Authority.
3. Contribute a limited number of agency-specific survey questions.
4. Contribute advice and suggestions to the survey procedures including, but not limited to, development of sampling plans, frequency and timing of demographic and travel pattern surveying, instrument design, and recruitment strategies.
5. Share ownership of all work products including raw and processed data.

---

<sup>2</sup> Defined here as: (a) the precise location of the trip origin, first transit boarding, last transit alighting, and trip destination; (b) the means of travel between the trip origin and first transit boarding and between the last transit alighting and trip destination; and, (c) the sequence of transit routes used between the first transit boarding and the last transit alighting.

**MTC will:**

1. Procure consultant resources to carry out the Survey Program.
2. Oversee consultant performance to ensure delivery of high quality products.
3. Contribute to the cost of the Survey Program. MTC will pay 80 percent of the cost to survey service provided by the seven agencies identified in item 2 of the “transit agencies will” list above; MTC will pay 100 percent of the cost to survey service provided by federally-funded transit providers not identified in the above list.
4. Develop a standard set of survey questions (including response options) and update these questions, as needed, in consultation with the transit agencies.
5. Develop and update a set of survey procedures including, but not limited to, development of sampling plans, instrument design, and passenger recruitment strategies.
6. Deliver survey results, including raw data, procedure documentation, and summary reports, to transit agencies in a timely manner.
7. Maintain a database of regional transit rider demographics and travel patterns.
8. Convene a working group to discuss the surveying effort (including the survey procedures) and the timing of surveys relative to capital projects, federal requirements, financial resources, customer service and other agency-led survey efforts, and schedule mark-ups (a.k.a., sign-ups, bid-dates). The group will meet no less than once a year and will develop and maintain a set of Survey Program standard operating procedures that will define operator-specific question allowances, data distribution procedures (including any necessary privacy safeguards), and other details.
9. Share ownership of all work products including raw and processed data.



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

**Judy Arnold, Vice Chair**  
Marin County Board of Supervisors

**Damon Connolly**  
Marin County Board of Supervisors

**Jim Eddie**  
Golden Gate Bridge,  
Highway/Transportation District

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

**Eric Lucan**  
Transportation Authority of Marin

**Jake Mackenzie**  
Sonoma County Mayors' and  
Councilmembers Association

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

**Gary Phillips**  
Transportation Authority of Marin

**David Rabbitt**  
Sonoma County Board of Supervisors

**Carol Russell**  
Sonoma County Mayors' and  
Councilmembers Association

**Shirlee Zane**  
Sonoma County Board of Supervisors

**Farhad Mansourian**  
General Manager

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

April 18, 2018

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

**SUBJECT:** Approval of Burke, Williams & Sorenson, LLP, Contract  
Amendment No. 5

Dear Board Members:

**RECOMMENDATION:** Authorize the General Manager to execute the  
Amendment No. 5 with Burke, Williams & Sorenson, LLP, Legal Services in  
the amount of \$200,000, for a contract not-to-exceed \$750,000, and extend  
the term of the contract to June 30, 2019.

**SUMMARY:** Since 2015 Burke, Williams & Sorensen, LLP has assisted SMART  
in litigation matters and a number of real estate negotiations. Burke,  
Williams & Sorensen, LLP has specialized legal expertise in variety of real  
estate, transportation, joint powers authorities and local governmental  
agencies matters. We anticipate the continued need for Burke, Williams &  
Sorensen, LLP's specialized experience in real estate negotiations,  
transactions and litigation support.

We recommend approval of this amendment to retain the services of Burke,  
Williams & Sorensen, LLP for supplemental specialized legal support on an  
as-needed basis. Contract Amendment No. 5 provides for an additional  
twelve month term extension for a not-to-exceed amount of \$750,000.

**FISCAL IMPACT:** Funding is included in the Fiscal Year 2017-18 budget and  
will be included in the Fiscal Year 2018-19 budget.

**REVIEWED:** [ x ] Finance VP [ ] Counsel \_\_\_\_\_

Very truly yours,

Jessica Sutherland,  
Assistant District Counsel

Attachment(s): Burke, Williams & Sorensen, LLP Contract Amendment No. 5

**FIFTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
AND BURKE, WILLIAMS & SORENSEN, LLP**

This FIFTH AMENDMENT dated as of April 18, 2018 (the "Fifth Amendment") to the Legal Services Agreement by and between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT ("SMART") and BURKE, WILLIAMS & SORENSEN, LLP ("CONSULTANT"), dated as of April 1, 2015 (the "Original Agreement," and as supplemented and amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the "Agreement").

**RECITALS**

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement to provide specialized legal services on April 1, 2015; and

WHEREAS, SMART and CONSULTANT previously entered various amendments between September 15, 2015 and July 19, 2017 to increase the not-to-exceed amount and extend the term of the Agreement;

WHEREAS, SMART desires to amend the Agreement to increase the not to exceed amount of the Agreement by \$200,000 for a total not-to-exceed amount of \$750,000, and extend the term to June 30, 2019.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, it is mutually agreed by and between the parties that:

**AGREEMENT**

1. **"ARTICLE 5. LEGAL FEES AND BILLING PRACTICES"** the last paragraph in Article 5 is hereby replaced in its entirety with the following:

“This engagement is subject to a Not to Exceed cap in the amount of \$750,000. Should additional fees or costs be contemplated, this agreement can be amended by mutual agreement of the parties”;

2. **“ARTICLE 19. TERM”** is hereby amended as follows:

“The term of this Agreement shall remain in effect until June 30, 2019. 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.”

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

-----THIS SPACE INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as set forth below.

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**

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

By\_\_\_\_\_

Farhad Mansourian, General Manager

**APPROVED AS TO FORM:**

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

By\_\_\_\_\_

District Counsel

**BURKE, WILLIAMS & SORENSEN, LLP**

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

By\_\_\_\_\_

Benjamin L. Stock, Esq.



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

**Judy Arnold, Vice Chair**  
Marin County Board of Supervisors

**Damon Connolly**  
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April 18, 2018

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

**SUBJECT:** Approve Change Order A-001 to Contract No. CV-DB-16-001 with Stacy Witbeck/Herzog Joint Venture in the amount of \$478,781 with no change to the contract completion date

Dear Board Members:

**RECOMMENDATION:**

Approve Resolution Number 2018-10 authorizing the General Manager to execute Change Order A-001 to Contract CV-DB-16-001 for the Larkspur Extension Project to add the replacement of a 36" Storm Drain as part of the Andersen Drive work for the City of San Rafael. The Change Order is for an amount of \$478,781 and does not extend the term of the contract.

**SUMMARY:**

On March 14, 2017 the City of San Rafael and SMART executed a Memorandum of Understanding (MOU) for the implementation of the Larkspur Extension Project and to add the City of San Rafael Andersen Drive Grade Crossing construction work to the Larkspur Extension Design-Build Contract (Contract CV-DB-16-001). While the full cost of constructing the Andersen drive is paid for by the City of San Rafael, it was mutually agreed that building Andersen Drive crossing utilizing SMART's civil and system contractor will be cost and schedule effective to both parties. The City provided fully developed plans and contract specifications for the Andersen Drive crossing work.

SMART's contractor started the construction of the Andersen Drive in late February 2018. During site investigation, it was identified that an existing 36" storm drain system under the rail was not reinforced concrete pipe (RCP) as indicated on the City of San Rafael plans, but rather plastic. This discovery was problematic as the pipe did not have adequate structural capacity to support the track and needed to be upgraded.

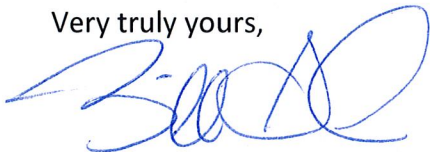
Subsequently, the City of San Rafael adjusted their plans and submitted to the SMART team to add this new 36" RCP pipe upgrade to the Andersen Drive construction work as a change order. The Contractor then priced the work which has been approved by the City. The total amount of \$478,781 for Change Order A-001 Andersen Drive 36" Storm Drain that is paid for by the City of San Rafael. Adding this work to the Contract requires the adjustment of a project milestone, but does not extend the term of the contract.

It is therefore recommended that your Board Adopt Resolution No. 2018-10 authorizing the General Manager to approve Change Order A-001 Andersen Drive 36" Storm Drain part of the Larkspur Extension Contract CV-DB-16-001 in the amount of \$478,781.

**FISCAL IMPACT:** This Change order will be paid for by the City of San Rafael.

**REVIEWED BY:** [ X ] Finance VP [ X ] Counsel JS

Very truly yours,



Bill Gamlen, P.E.  
Chief Engineer

Attachment(s): Resolution No. 2018-10

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING A CHANGE ORDER TO CONTRACT NO. CV-DB-16-001 RELATED TO THE CONSTRUCTION OF ANDERSEN DRIVE AT-GRADE CROSSING**

---

**WHEREAS**, District entered into Contract No. CV-DB-16-001 with Stacy and Witbeck/Herzog, JV for the Larkspur Extension Contract; and

**WHEREAS**, Contract Change Order No. A-001 provides for the reconstruction of a 36 inch storm sewer that is part of the Andersen Drive at-grade crossing construction; and

**WHEREAS**, District and City of San Rafael (City) entered into a Memorandum of Understanding (MOU) for the implementation of the Larkspur Extension Project; and

**WHEREAS**, the MOU called for the District to construct a new at-grade crossing of Andersen Drive for the City and to be funded by the City; and

**WHEREAS**, construction of the Andersen Drive at-grade crossing discovered a 36 inch storm sewer line that could not handle railroad loading and required replacement; and

**WHEREAS**, the City developed replacement plans for the 36 inch storm sewer and has approved and agreed to fund Change Order No. A-001 to include the work in Contract CV-16-001; and

**WHEREAS**, Contract CV-DB-16-001 was approved through a competitive solicitation and procurement process and the work included in this Change Order is consistent with the scope of work previously awarded; and

**WHEREAS**, this Change Order meets the specifications and requirements of Contract No. CV-DB-11-006; and

**WHEREAS**, Contractor and SMART staff negotiated a final cost of \$478,781 for this Change Order; and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the foregoing recitals are true and correct.
2. That Change Order No. A-001, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved.

**Resolution No. 2018-10**  
**Sonoma-Marin Area Real Transit District**  
**April 18, 2018**

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 18<sup>th</sup> April 2018, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Debora Fudge, Chair, Board of Directors  
Sonoma-Marin Area Rail Transit District

ATTEST:

\_\_\_\_\_  
Leticia Rosas-Mendoza, Clerk of Board of Directors  
Sonoma-Marin Area Rail Transit District

# Change Order A-001

Contract No.: CV-DB-16-001

Contract Title: Larkspur Extension Project



**Issued to:** Stacy and Witbeck/Herzog, A Joint Venture  
 2800 Harbor Bay Parkway  
 Alameda, California 94502  
 Phone: (510) 393-2520

**Change Notice Reference:**  
 N/A

**CO Title:** Andersen Drive 36" Storm Drain**Funding Source:** Andersen Drive – City of San Rafael

---

**The Contract Price due to this CO will change by:** \$478,781

**The Contract Performance Time due to the CO will be change by:** Extend the Milestone 1 Civil by 21 calendar days

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

**Description of change:**

---

This lump sum change order directs the contractor to procure and install:

- 120 LF of Storm Drain Pipe 12-inch RCP Class V - See Profile D, Sheet DR-02 attached.
- 293 LF of Storm Drain Pipe 36-inch RCP Class V.
- 31 LF Storm Drain Pipe 18-inch RCP Class V.
- 2 EA Catch Basin 36"x36".

---

**Concurred By:**

---

**Concurred By:**

---

Project Engineer

---

Date

---

District Chief Engineer

---

Date

---

**Ahmed Thleiji**

---

**Bill Gamlen**

---

**The undersigned agrees to the terms and conditions described herein.**

---

**Contractor Acceptance**

---

**Sonoma-Marin Area Rail Transit**

---

**Title: Project Representative**

---

**Title: General Manager**

---

(Authorized Signature for Contractor)

---

Date

---

(Authorized Signature for Owner)

---

Date

---

**Dan Elshire**

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**Farhad Mansourian**

# Change Order A-001

Contract No.: CV-DB-16-001

Contract Title: Larkspur Extension Project



The work shall include excavation, demolition, removing of portion of the existing storm drain, dewater, backfill and compaction, and any incidental related to the installation of the new storm drain system.

A description of the items above were tabulated in a bid schedule format below under Exhibit- A by the City of San Rafael.

Attached to this change order are revised City of San Rafael Andersen Drive updated storm drain profile drawings

This Change Order extends Contract Milestone 1, " Substantial Completion of Civil Work" by 21 calendar days to 581 calendar days after civil NTP, resulting in a new milestone date of February 20,2019.

**Compensation for this Change Order will be made by adding the following Pay Item(s):**

| Pay Item No. | Funding Source | Description                    | Unit | Qty. | Unit Price | Item Total |
|--------------|----------------|--------------------------------|------|------|------------|------------|
| CO A-001     | 1011B          | Andersen Drive 36" Storm Drain | LS   | 1    | \$478,781  | \$478,781  |

Initials:

\_\_\_\_\_  
Project Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Chief Engineer

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## Andersen Drive Rail Crossing Improvements Project Bid Item List

### ORIGINAL BAFO CONTRACT ITEMS

| Item No.                     | Description                               | Quantity | Unit | Unit Cost   | Total Cost  |   |
|------------------------------|---|----------|------|-------------|-------------|---|
| <b>Drainage Improvements</b> |   |          |      |             |             |   |
| 14                           | Storm Drain Pipe (12-inch PVC)            | 288      | LF   | \$252       | \$72,576    | Minor reduction in linear footage.                                      |
| 15                           | Storm Drain Pipe (18-inch PVC)            | 37       | LF   | \$350       | \$12,950    | No change with CCO.   |
| 16                           | Storm Drain Pipe (4-inch PVC)             | 122      | LF   | \$52        | \$6,344     | This item is credited back to the City and removed from the contract.   |
| 17                           | Abandon And Remove Storm Drain Facilities | 1        | LS   | \$22,837.25 | \$22,837.25 | Partial Credit on this item taken into account in Item F in table below |
| 18                           | Storm Drain Manhole Type A                | 1        | EA   | \$9,000     | \$9,000     | No change with CCO.   |
| 19                           | Storm Drain Manhole Type B                | 2        | EA   | \$8,500     | \$17,000    | No change with CCO.   |
| 20                           | Storm Drain Catch Basin Type B            | 1        | EA   | \$5,500     | \$5,500     | Quantity is increased from 1 to 2 with this CCO.                        |
| 21                           | Storm Drain Catch Basin Type C            | 1        | EA   | \$4,200     | \$4,200     | No change with CCO.   |

### CHANGE ORDER ITEMS CONTRACT ITEMS

| Item No. | Description   | Quantity | Unit | Unit Cost | Total Cost | Notes  |
|----------|---|----------|------|-----------|------------|--|
| A        | Catch Basin (36"x36") in Ponding Area (See Profile D, Sheet DR-02)                  | 2        | EA   |           |            | Item A cost shall include forming, pouring, striping of new box; rebar, frame and grate.   |
| B        | Storm Drain Pipe (12-inch RCP Class V) in Ponding Area (See Profile D, Sheet DR-02) | 120      | LF   |           |            | Item B cost shall include sawcutting, excavation and off-haul of spoils. Installation of new pipe with backfill (i.e. any drain rock, base rock, shoring, and hot mix asphalt (if applicable)).  |
| C        | Storm Drain Pipe (18-inch RCP Class V; See Profile D, Sheet DR-02)                  | 31       | LF   |           |            | Item C cost shall include sawcutting, excavation and off-haul of spoils. Installation of new pipe with backfill (i.e. any drain rock, base rock, shoring and hot mix asphalt.  |
| D        | Storm Drain Pipe (36-inch RCP Class V) in Andersen Dr                               | 293      | LF   |           |            | Item D cost shall include sawcutting excavation and off-haul of spoils. Installation of new pipe with backfill (i.e. any drain rock, base rock, shoring and hot mix asphalt.   |
| E        | Miscellaneous Storm Drain System Demolition/Excavation                              | 1        | LS   |           |            | Includes miscellaneous demo work not covered by Items A through D. This would include, at a minimum, the demo of any hardscape (i.e. concrete, wall, etc.) and excavation for the additional catch basin in the street at Station 72+74, excavation/off-haul of spoils for the two catch basins located in the ponding area, removal/disposal of existing 36" storm drain pipe, de-watering to install any storm drain infrastructure (i.e., pipes or structures). |
| F        | Demo and Backfill MH at Station 69+30   | 1        | LS   |           |            | This item includes a credit for the capping of the manhole in the original plans, plus demolition, removal, off-haul of the existing manhole structure and all necessary backfill with Class II AB that isn't already included in Item D above since the new 36" pipe should roughly go through this same area.  |

Initials:

Project Engineer

Contractor

Chief Engineer