

BOARD OF DIRECTORS REGULAR MEETING AGENDA OCTOBER 16, 2024 - 1:30 PM

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

5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

The SMART Board of Directors will facilitate using a dual format with listening and participation available through Zoom and in-person. SMART provides several remote methods for viewing the SMART Board Meetings and providing Public Comment.

HOW TO WATCH THE LIVE MEETING USING THE ZOOM

https://sonomamarintrain-org.zoom.us/j/88227285065?pwd=SWQ4eDBMcTlHZUgvVndIYlhHTzJPUT09

Webinar ID: 882 2728 5065

Passcode: 019592

TELECONFERENCE

Members of the public wishing to participate via teleconference can do so by dialing in the following number the day of the meeting: (669) 900-9128; Access Code: 882 2728 5065; Passcode: 019592.

WATCH THE BOARD MEETING VIA LIVESTREAM

You are able to <u>view live broadcasts</u> of Board meetings online here: <u>https://www.sonomamarintrain.org/meetings</u> To view the meeting, select "View Event" at the time of the meeting.

HOW TO PROVIDE COMMENTS ON AGENDA ITEMS

Prior To Meeting: Technology limitations may limit the ability to receive verbal public comments during the meeting. If you wish to make a comment you are strongly encouraged to please submit your comment to Board@SonomaMarinTrain.org by 5:00 PM on Tuesday, October 15, 2024.

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



BOARD OF DIRECTORS REGULAR MEETING AGENDA OCTOBER 16, 2024 – 1:30 PM

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

5401 Old Redwood Highway, 1st Floor

Petaluma, CA 94954

- 1. Call to Order
- 2. Approval of the September 18, 2024 Board Meeting Minutes
- 3. Board Member Announcements
- 4. General Manager's Report
- 5. Public Comment on Non-Agenda Items

Consent Calendar

- 6a. Accept Monthly Ridership Report September 2024
- 6b. Approve Monthly Financial Status Report July/August 2024
- 6c. Adopt a Resolution allowing the General Manager or his Designee to Execute a Master Funding Agreement with the Metropolitan Transportation Commission for planning, programming, transportation, transit, and land use or other projects
- 6d. Authorize the General Manager to execute Amendment No. 3 to Contract No. IT-PS-21-002 with Golden Five, LLC in an amount of \$156,873.41 for a not-to-exceed amount of \$381,473.41
- 6e. Authorize the General Manager to execute Amendment No. 1 to Contract No. OP-PS-21-005 with Urban Transportation Associates, Inc. in an amount of \$51,175 for a total not-to-exceed amount of \$387,859

Regular Calendar

- 7. Petaluma North Station Preparation for Passenger Service Planned System Closure Presented by Train Control Systems Manager, Aaron Parkes
- 8. Strategic Plan Update Presented by Planning Manager, Emily Betts
- 9. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to Adjust Funding to the Windsor Extension Project (Budget Amendment #7) Presented by Chief Financial Officer, Heather McKillop
- 10. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to add Fund Balance from Fiscal Year 2025 and increase Expenditure Authority for Freight (Budget Amendment #8) Presented by Chief Financial Officer, Heather McKillop

Closed Session

- 11. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marin Area Rail Transit District (SMART) Superior Court of California, County of Sonoma SCV-271787
- 12. Report Out Closed Session
- 13. Next Board of Directors Meeting, November 20, 2024 1:30 PM 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
- 14. Adjournment

ACCOMODATIONS:

Public participation is solicited without regard to race, color, national origin, age, sex, gender identity, religion, disability or family status. Upon request, SMART will provide for written agenda materials in appropriate alternative formats, disability-related modification or other accommodation, to enable individuals to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service, or alternative format requested at least two (2) days before the meeting. Requests should be emailed to *Leticia Rosas, Clerk of the Board* at Irosas@sonomamarintrain.org or submitted by phone at (707) 794-3072. Requests made by mail SMART's, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

Page 3 of 3



BOARD OF DIRECTORS REGULAR MEETING MINUTES September 18, 2024 – 1:30 PM

5401 Old Redwood Highway, 1st Floor Petaluma, CA 94954

1. Call to Order

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

2. Approval of the August 21, 2024, Board Meeting

MOTION: Director Rabbitt moved approval of the August 21, 2024, Board Meeting Minutes as presented. Director Garbarino second. The motion carried 10-0 (Directors Paulson and Rogers absent).

3. Board Members Announcements

Director Colin asked if today's meeting can be adjourned in the Memory of Al Boro. He was very active in his church and gave a lot to the community.

Director Fudge stated that he was a great leader on SMART's Board. There were hundreds of people who attended his retirement party, and he will be greatly missed.

Director Pahre stated that he was the "voice of reason" when making decisions.

Director Sackett stated that she asked him for advice, and he said, "play the long game".

Director Garbarino stated that she was fortunate to meet Mayor Boro while visiting his father's birthplace in Italy. She always received valuable feedback during harsh board meetings.

Director Coursey stated that Al Boro and Mike Kerns are responsible for him getting a job at SMART and having a seat at the Sonoma County Board of Supervisors. Mr. Boro was a solid political person and knew what was right for the community.

Director Rabbitt stated that Mr. Boro's legacy lives on. He appreciated his long-term vision.

Chair Lucan stated that on behalf of the SMART Board they are appreciated of his years of service and his fundamental work he did at SMART. He will greatly be missed.

4. General Manager's Report

General Manager Cumins provided an overview on the following:

- Ridership Update
- Free Fare Analysis
- Construction Update
- Grant Update
- Strategic Plan Open House
- Highlight of the Month
- Questions

Ridership Update

- August Average Weekday ridership: 3,390; 25% over August 2023
- September Average Weekday ridership: 3,726; 33% over September 2023
- August 2024 ridership 91,894; 27% higher than August 2023 New SMART Monthly Record!

Pathway Trip Analysis

August Pathway trips: 94,019

Free Fare Analysis

- Free fares program for youth and seniors began April 1, 2024
- 30% ridership increase; April July 2023 vs. April July 2024
- Demographics 99% Youth; 144% Senior
- 5% fare revenue increase; April July 2023 vs. April July 2024
- 12% adult ridership increase
- -23% fare per boarding
- Decrease of IPPM April July 2023 (1.70) vs. April July 2024 (1.52)

Construction Update

Petaluma:

- Signal House Installation
- New pathway along McDowell Blvd
- McInnis-Smith Ranch Pathway: setting the pedestrian bridge

Windsor Extension

- New sidewalk at Aviation Blvd
- Michell Lane Crossing Reconstruction

Pathway Grant Award

 Awarded \$7M grant from the USDOT/Federal Highway Administration Safe Streets and Roads for All Program

- Grant fully funds 4.73 miles of pathway from Guerneville Road to Airport Blvd, connecting Santa Rosa and Unincorporated Sonoma County
- Closes a significant gap in the system and connects to the pathway currently under construction to Windsor

Strategic Plan Open House

SMART Staff will hold an open house on **Wednesday, September 25, 2024, 4:30 PM – 6:30 PM**, *drop-in* at the Petaluma Arts Center located at 230 Lakeville Street, Petaluma, next to the Petaluma Downtown SMART station. Members of the public can RSVP at: https://www.sonomamarintrain.org/strategic-plan

Highlight of the Month

General Manager Cumins announced that David Dominguez received Certificate of Achievement for completing SMART's Signal Technician Training and Qualification Program. He joined SMART in January 2023 as a Signal Trainee and is the fourth Signal Trainee to complete the program.

Comments

Director Fudge stated that she has received feedback to the Mitchell Lane crossing being closed and the public remains positive for passenger service in Windsor.

Director Farac suggested having an incentive for Teachers to ride for free.

5. Public Comment on Non-Agenda Items

Dani Sheehan- Meyer stated that the Friends of SMART had a successful travel transit tour from Sonoma County Airport Station to the Oakland on September 12, 2024.

Rick Luttman said that he is frustrated that the Board has not placed the Jennings Avenue Crossing discussion on the agenda.

Chair Lucan stated that he and Director Sackett attended the Marin County Senior Fair. The SMART booth received a lot of positive feedback and provided information to various people who were not aware of the various program's SMART offers.

6. Consent

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

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

MOTION: Director Garbarino moved approval of Consent Agenda as presented. Director Rabbitt second. The motion carried 10-0 (Directors Paulson and Rogers absent)

7. Petaluma North Station - Preparation for Passenger Service (Information) – *Presented by Train Control Systems Manager, Aaron Parkes*

General Manager Cumins provided an overview of the following. Highlights include:

Petaluma North Station Preparation for Passenger Service

- Petaluma North Station Past System Closures
 - o March 23 and 24, 2024 to install gauntlet track
 - o April 13 and 14, 2024 for crossing reconstruction at McDowell Blvd
- Preparation for Passenger Service
 - A major step in preparing the station for service involves a "cutover" of SMART's safety critical Railroad Systems.
 - This work will affect the railroad between Rohnert Park Station and Novator San Marin Station
 - Staff recommends a full weekend system closure to complete the work. A bus bridge likely impractical
 - Staff will provide a 30-day notice with an extensive communication campaign

General Manager Cumins introduced Train Control Systems Manager, Aaron Parkes who provided a presentation which is located on SMART's website. Highlights include:

- SMART Railroad Systems
 - Train Control Systems
 - Grade Crossing Warning Systems
 - o Fiber-Optic Network
- Preparation for Passenger Service
 - o Extensive changes to SMART's Railroad Systems will be made at multiple locations
 - Federal Regulations require that SMART perform testing after making changes to Railroad Systems, and prior to carrying passengers
 - To perform the necessary tests, SMART is currently planning to suspend service over an upcoming weekend in late 2024, with additional overnight testing anticipated
 - A weekend service suspension would allow sufficient time for testing
 - SMART maintenance staff could also take advantage of the suspension and perform other tasks on the railroad that can benefit from a lack of train traffic
- Service Suspension Test Activities
 - SMART will be calibrating and setting up Railroad Systems, and operating a test train between Cotati and Petaluma Downtown stations
 - The public can expect to: 1) Hear the train horn near the Petaluma North station; 2) hear the bells and see flashing lights and gates activate at grade crossings; 3) hear the bell onboard SMART's train as it operates; and 4) See roadway flaggers performing traffic control near the Petaluma North Station
 - SMART will operate a period of pre-revenue service at the Petaluma North Station
- Questions

Comments

Director Garbarino congratulated staff for the work that will be completed in a short period of time.

Director Pahre suggested having signs made for the train that say "test train" to inform the public.

Director Rabbitt asked for clarification of the train horn in Quiet Zone areas. Mr. Parkes confirmed that the public will hear the train horn despite the Quiet Zone when testing is occurring, hoping the testing happens during the day.

Director Coursey stated that this is an example of all the work that happens to provide a SMART station. He suggested having the presentation on SMART's website to inform the public.

Vice Chair Bagby suggested making a YouTube video to inform the public and social media.

8. Adopt a Resolution Authorizing the General Manager to Execute a Property Purchase Agreement Between the Sonoma-Marin Area Rail Transit District and Petaluma Corona Station, LP for the purchase of a 1.2-acre parcel in Petaluma adjacent to the Petaluma North Station for \$1,307,750, and any documents reasonably necessary to complete the purchase transaction – *Presented by General Manager Cumins*

General Manager Cumins provided an overview presentation which is located on SMART's website. Highlights include:

Petaluma North Parking Lot Purchase

- Project Parcel Overlay
- Petaluma North Property Purchase
 - The 1.2-acre parcel to provide station parking for SMART by Petaluma Corona Station LP as part of their larger affordable housing project.
 - The transfer was to be at no cost to SMART upon the financial closing of their adjacent housing project.
 - Petaluma Corona Station LP has not yet closed on financing for their housing project and SMART needs to move forward with construction of station parking.
 - Staff recommends purchasing property to move forward with the project. As part of the purchase Agreement, Petaluma Corona Station LP will reimburse SMART for the property purchase price contingent upon closing on their construction financing for their housing project.
- Property Purchase Description
 - 1.2 acres (52,272 sq. feet)
 - Located on a portion of a 6.56-acre parcel to be subdivided at 890 N. McDowell Blvd in Petaluma
- Property Purchase Price
 - \$1,307,750 (\$25.02 per sq ft)
 - Owner agrees to sell property \$1,307,750 and to reimburse SMART contingent upon closing on their construction financing for their housing project

Staff recommends approval of Resolution No. 2024-31 authorizing the General Manager to execute a Property Purchase Agreement Between the Sonoma-Marin Area Rail Transit District and Petaluma Corona Station, LP for a 1.2-acre parcel adjacent to the Petaluma North Station for \$1,307,750.

Comments

Director Rabbitt thanked staff for expediting the construction of the project. He asked if there has been an exchange of funds for this project. General Manager Cumins responded that funds have not been exchanged. Director Rabbitt stated that SMART is taking a risk for moving forward with the construction of the parking lot, however the cost to do it later would be much higher.

Director Sackett asked if the closing date is October 1, 2024, for this property purchase. General Manager Cumins responded yes.

MOTION: Director Rabbitt moved to Adopt a Resolution Authorizing the General Manager to Execute a Property Purchase Agreement Between the Sonoma-Marin Area Rail Transit District and Petaluma Corona Station, LP for the purchase of a 1.2-acre parcel in Petaluma adjacent to the Petaluma North Station for \$1,307,750, and any documents reasonably necessary to complete the purchase transaction as presented. Director Farac second. The motion carried 10-0 (Directors Paulson and Rogers absent).

9. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to Reduce the Fiscal Year transfer to Capital Reserves to purchase 1.2 acres of land for the Petaluma North Station Parking Lot (Budget Amendment #2) – Presented by Chief Financial Officer, Heather McKillop

Chief Financial Officer, Heather McKillop provided a presentation which is located on SMART's website. This amendment is needed for the purchase of a parcel of land for the Petaluma North Station. Highlights include:

<u>Budget Amendment #2 - Petaluma North Station Parking Lot</u>

- The purchase of 1.2-acre parcel for a parking lot
- The purchase cost is \$1,307,750 without closing costs
- 2024 Adopted Budget allocated \$2 million to Capital Reserves
 - The purchase of this land would leave \$692,250 that would be contributed for FY 25 instead of \$2 million
- Funds would be repaid upon financial close of the developer's housing project
- Capital Reserve balance after this action would be \$11,317,250 vs \$12,625,000

Staff recommends approval of Resolution No. 2024-30 for Budget Amendment #2.

Comments

Director Coursey asked if the amount of capital reserves for Fiscal Year 2024-25 will be \$700k more than last fiscal year. Ms. McKillop responded yes.

MOTION: Director Garbarino moved to Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to Reduce the Fiscal Year transfer to Capital Reserves to purchase 1.2 acres of land for the Petaluma North Station Parking Lot (Budget Amendment #2) as presented. Director Rabbitt second. The motion carried 10-0 (Directors Paulson and Rogers absent).

10. Adopt a Resolution Authorizing the General Manager to Execute Change Order 07 to Construction Contract No. CV-BB-23-004 with Stacy and Witbeck/Ghilotti Bros. a Joint Venture in the amount of \$1,982,766 for a total not-to-exceed amount of \$34,750,501.30 to complete the construction of a parking lot at the Petaluma North Station – *Presented by Senior Engineer, Michael Wiltermood*

Senior Engineer, Michael Wiltermood stated that the item before the board is to execute Change Order 07 to Contract No. CV-BB-23-004 with Stacy and Witbeck/Ghilotti Bros. a Joint Venture in the amount of \$1,982,766.

Change Order 07 will allow construction of the 1–2-acre parking lot with 115 parking spots with 8 EV charging stations, 12 bicycle lockers, 12 bicycle racks and kiss-n-ride section for the Petaluma North Station.

Staff recommends approval of Resolution No. 2024-29 authorizing the General Manager to execute Change Order 07 with Stacy and Witbeck/ Ghilotti Bros in the amount of \$1,982,766 for a total not-to-exceed amount of \$34,750,501.30.

Comments

Director Fudge asked for clarification of the EV parking stalls. Mr. Wiltermood responded that there is a potential of having 24 EV charging stations.

Vice Chair Bagby asked if there will be DC fast charging in the future. Mr. Wiltermood said that it will have to be evaluated.

Duane Bellinger stated that this is an excellent purchase price of the property.

Rick Luttman asked what the contingent plans for the purchase are if the developer does reimburse the property. General Manager Cumins responded that there is a level of risk, however hopeful that the developer will follow through.

Chair Lucan suggested having a discussion to establish a policy for the first EV charging station.

Director Rabbitt stated that there is a need to have an EV charging plan since people are purchasing more electric vehicles. He thanked General Manager Cumins for the clarification to Mr. Luttman's question and said that there is a little risk taking the property upfront, however the risk can be higher when it is completed later with higher construction price and disrupting passengers service.

MOTION: Director Pahre moved to Adopt a Resolution Authorizing the General Manager to Execute Change Order 07 to Construction Contract No. CV-BB-23-004 with Stacy and Witbeck/Ghilotti Bros. a Joint Venture in the amount of \$1,982,766 for a total not-to-exceed amount of \$34,750,501.30 to complete the construction of a parking lot at the Petaluma North Station as presented. Director Fudge second. The motion carried 10-0 (Directors Paulson and Rogers absent).

11. Adopt a Resolution Authorizing the General Manager to Execute Agreement No. CV-PS-24-006 with CocoConsult, LLC for as-needed project advisory and cost estimating services to support design and construction activities in an amount not-to-exceed \$1,500,000 and a term of 3 years, and two one-year options to extend— *Presented by Senior Engineer, Michael Wiltermood*

Senior Engineer, Michael Wiltermood stated that the item before the Board is to approve Resolution No. 2024-28 authorizing the General Manager to execute Agreement No. CV-PS-24-006 with CoCoConsult for as-needed project advisory and cost estimating services to support design and construction activities.

A Request for Proposal was issued on July 8, 2024. SMART received seven (7) proposals on August 7, 2024. A selection committee evaluated each proposal and conducted interviews. They selected CoCoConsult to be the highest based on the evaluation criteria.

Staff recommends approval of Resolution No. 2024-28 authorizing the General Manager to execute an Agreement with CoCoConsult in the amount of \$1,500,000.

MOTION: Director Garbarino moved to Adopt a Resolution Authorizing the General Manager to Execute Agreement No. CV-PS-24-006 with CocoConsult, LLC for as-needed project advisory and cost estimating services to support design and construction activities in an amount not-to-exceed \$1,500,000 and a term of 3 years, and two one-year options to extend as presented. Director Farac second. The motion carried 10-0 (Directors Paulson and Rogers absent).

12. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to roll forward additional funds from Fiscal Year 2024 into Fiscal Year 2025 to increase appropriations authority by \$4,814,561 (Budget Amendment #3) – *Presented by Chief Financial Officer, Heather McKillop*

Chief Financial Officer, Heather McKillop provided a presentation which is located on SMART's website. This amendment addresses the need to shift revenues from FY24 and increase expenditure authority for expenses related to the Windsor Systems Project and the McInnis to Smith Ranch Pathway Project. Highlights include:

Budget Amendment #3 – Roll Forward of Funds from Fiscal Year 2024 to 2025

Windsor Extension Systems Project:

- Rolling forward \$3,394,509 of Interregional Transportation Improvement Program (ITIP) funds from FY24 to FY25
- Rolling forward \$250,000 of the Federal Rail Administration Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant from FY24 to FY25

McInnis to Smith Ranch Pathway Construction:

- Rolling \$207,835 of Quick Strike Congestion Mitigation and Air Quality Improvement (CMAQ) funds from FY24 to FY25
- Rolling \$207,835 of Local Partnership Program (LPP) funds from FY24 to FY25
- Rolling \$754,381 in Measure Q funds from FY24 to FY25

Staff recommends approval of Resolution No. 2024-32 for Budget Amendment #3.

MOTION: Director Rabbitt moved to Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to roll forward additional funds from Fiscal Year 2024 into Fiscal Year 2025 to increase appropriations authority by \$4,814,561 (Budget Amendment #3) as presented. Director Sackett second. The motion carried 10-0 (Directors Paulson and Rogers absent).

13. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to roll forward Local Partnership Program (LPP) funds from Fiscal Year 2024 into Fiscal Year 2025 (Budget Amendment #4) – Presented by Chief Financial Officer, Heather McKillop

Chief Financial Officer, Heather McKillop provided a presentation which is located on SMART's website. This amendment will allow SMART to program unspent Local Partnership Program funds in Fiscal Year 2025. Highlights include:

- Program \$115,137 of unspent Local Partnership Program into Fiscal Year 2025 to use on the SMART right-of-way
- Funds to be used to purchase Hi-Rail Trucks
- Will allow to free up \$115,137 of Measure Q funds

Staff recommends approval of Resolution No. 2024-33 for Budget Amendment #4.

MOTION: Director Colin moved to Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to roll forward Local Partnership Program (LPP) funds from Fiscal Year 2024 into Fiscal Year 2025 (Budget Amendment #4) as presented. Director Coursey second. The motion carried 10-0 (Directors Paulson and Rogers absent).

14. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to de-budget 5337 Federal State of Good Repair Funds in Fiscal Year 2025 and defer projects to Fiscal Year 2025 (Budget Amendment #5) – *Presented by Chief Financial Officer, Heather McKillop*

Chief Financial Officer, Heather McKillop provided a presentation which is located on SMART's website. This amendment will de-budget 5337 Federal State of Good Repair Funds in Fiscal Year 2025 and defer projects to Fiscal Year 2026. Highlights include:

- 5337 Federal State of Good Repair Funds programmed in Fiscal Year 2025
 - o \$6,350,000 5337 Federal State of Good Repair
 - \$850,528 Measure Q
 - o \$340,634 State of California State of Good Repair Funds match
- Need to defer projects
 - o 13 total projects programmed, deferring 7 and 6 need to move forward
 - Need to use the \$850,528 in Measure Q programmed for match
 - Need to use the \$340,634 in state funds programmed for match
 - Will need additional \$220,394 in Measure Q funds from fund balance

Staff recommends approval of Resolution No. 2024-34 for Budget Amendment #5.

MOTION: Director Sackett moved to Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to de-budget 5337 Federal State of Good Repair Funds in Fiscal Year 2025 and defer projects to Fiscal Year 2025 (Budget Amendment #5) as presented. Director Garbarino second. The motion carried 10-0 (Directors Paulson and Rogers absent).

15. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to increase revenues and expenditure authority for Fiscal Year 2025 Adopted Budget to add funding and increase expenditure authority for freight (Budget Amendment #6) – *Presented by Chief Financial Officer, Heather McKillop*

Chief Financial Officer, Heather McKillop provided a presentation which is located on SMART's website. This amendment will add funding and increase expenditure authority for freight. Highlights include:

- SMART received \$350,000 from a settlement related to damages to Black Point Bridge
- Programming \$45,816 in State Shoreline Grant funds for ties (\$25,000) and crossing work (\$20,817)
- For a total of \$385,816

Comments

Director Fudge asked if SMART received funds from Caltrain from the vehicle storage. General Manager Cumins responded yes and was included in the fiscal year 2025 budget. SMART will also be receiving a \$4 million grant for freight from the State.

Staff recommends approval of Resolution No. 2024-35 for Budget Amendment #6.

MOTION: Director Rabbitt moved to Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to increase revenues and expenditure authority for Fiscal Year 2025 Adopted Budget to add funding and increase expenditure authority for freight (Budget Amendment #6) as presented. Director Farac second. The motion carried 10-0 (Directors Paulson and Rogers absent).

- 16. Next Regular Meeting Board of Directors, October 16, 2024 1:30 PM 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
- 17. Adjournment Meeting adjourned in the *Memory of Al Boro* at 2:38pm

Respectfully submitted,	
Leticia Rosas Clerk of the Board	
Approved on:	



Eric Lucan, Chair

Marin County Board of Supervisors

Melanie Bagby, Vice Chair

Sonoma County Mayors' and Councilmembers Association

Kate Colin

Transportation Authority of Marin

Chris Coursey

Sonoma County Board of Supervisors

Rachel Farac

Transportation Authority of Marin

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

Barbara Pahre

Golden Gate Bridge, Highway/Transportation District

Gabe Paulson

Marin County Council of Mayors and Councilmembers

David Rabbitt

Sonoma County Board of Supervisors

Chris Rogers

Sonoma County Mayors' and Councilmembers Association

Mary Sackett

Marin County Board of Supervisors

Eddy Cumins

General Manager

5401 Old Redwood Highway Suite 200

Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037

www.SonomaMarinTrain.org

October 16, 2024

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

SUBJECT: Monthly Ridership Report – September 2024

Dear Board Members:

RECOMMENDATIONS: Accept Monthly Ridership Report

SUMMARY:

We are presenting the monthly ridership report for activity for the month of September 2024. This report shows trends in ridership for SMART by tracking Total riders Average Weekday riders, and Average Saturday riders, Average Sunday/Holiday riders, as well as bicycles and mobility devices on board the trains. The report also includes total users counted on the SMART Pathway for the month, and total riders on the SMART Connect shuttles.

With the transition to the Automatic Passenger Counter (APC) in October 2022, SMART has a highly accurate method of tracking boardings and alightings at stations that does not depend on manual counts by the conductors. The APC system has been tested and validated at a 99% accuracy level, and has been certified for passenger count use by the Federal Transit Administration (FTA). Both APC-based ridership and fare-based collection rider counts are shown in the attached report to give a full picture of ridership. APC-based ridership captures all riders, including riders with passes who neglect to tag on or off, riders who fail to activate their mobile app tickets, as well as categories of riders such as children under five years old.

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

SMART's ridership data through September 2024 is posted on the SMART website (https://sonomamarintrain.org/RidershipReports).

FISCAL IMPACT: None

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

Respectfully,

/s/ Emily Betts Planning Manager

Attachment(s): Monthly Ridership Report - September 2024

September 2024 saw continued strong ridership, with average weekday ridership at 3,659, up 1% over August. Average Saturday and Sunday ridership decreased by 5% and increased by 10%, respectively, from the previous month. Total monthly ridership was 92,855, a 36% increase over last September, 47% over September 2019 (pre-COVID), and a new monthly ridership record for SMART. Average Saturday and Sunday ridership for September 2024 reached 46% and 76%, respectively, over September 2023.

As a reminder, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced to 16 trips. In May 2021, SMART added back 10 weekday trips. Saturday service was restored in May 2021, and Sunday service in May 2022. In June 2022, SMART added 10 additional weekday trips, and in October 2022, SMART added 2 additional midday trips, for a schedule of 38 trips per weekday. In May 2023, SMART added two evening trips on Friday and Saturday, known as the Starlighter. On October 2nd, SMART suspended the Starlighter service but increased weekend service, running 16 trips total on both Saturday and Sunday. On August 12, 2024, SMART added two additional round trips for a total of 42 trips each weekday.

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

MONTHLY TOTALS YEAR-OVER-YEAR	SEPTEMBER 2023	SEPTEMBER 2024	% Change
Ridership	68,506	92,855	36%
Fare Payments (Clipper + App Only)	53,457	49,896	-7%
Average Weekday Ridership	2,812	3,659	30%
Average Saturday Ridership	1,316	1,922	46%
Average Sunday Ridership	1,139	1,999	76%
Bicycles	10,453	13,738	31%
Mobility Devices	156	233	49%

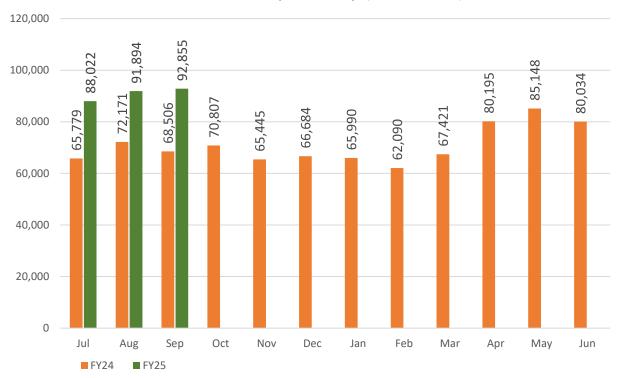
^{*}Discrepancy between total ridership change and fare payments change due to launch of Free Fare program for youth and seniors on April 1.

FISCAL YEAR (Jul - Sep)	Fiscal Year 2024	Fiscal Year 2025	% Change
Ridership	206,456	272,771	32%
Fare Payments (Clipper + App Only)	153,481	147,151	-4%
Average Weekday Ridership	2,685	3,396	26%
Average Saturday Ridership	1,396	2,019	45%
Average Sunday Ridership	1,186	1,946	64%
Bicycles	31,304	37,737	21%
Mobility Devices	568	736	30%

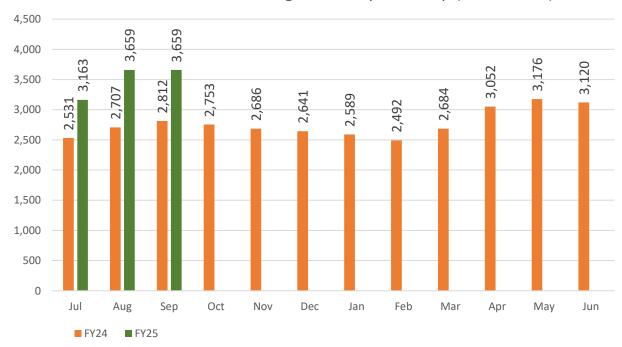
Page 15 of 106

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

SMART Monthly Ridership (FY24 - FY25)



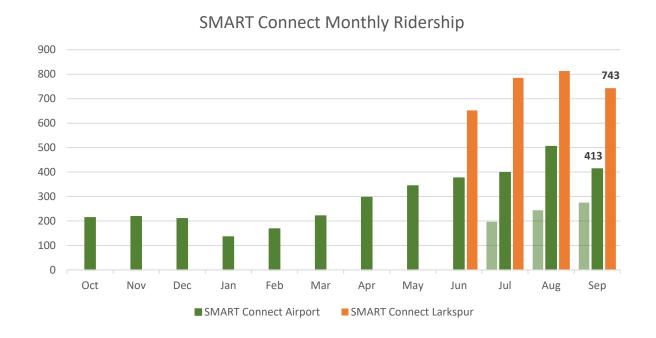
SMART Average Weekday Ridership (FY24 - FY25)



SMART Connect Program

SMART currently operates two on-demand shuttles, SMART Connect Airport and SMART Connect Larkspur. SMART Connect Airport, launched in June 2023, serves the SMART Sonoma County Airport station, the Charles M. Schultz Sonoma County Airport, and the surrounding area. SMART Connect Larkspur, launched in June 2024, serves the SMART Larkspur station, the Golden Gate Larkspur Ferry Terminal, and the surrounding Larkspur Landing area. The goal of the SMART Connect program is to facilitate first-and-last mile connections from SMART stations through the provision of a reliable ondemand shuttle that SMART riders can use for transit transfers, work and school commutes, and other destinations. SMART Connect uses microtransit software from The Routing Company called Ride Pingo, which allows user to pre-book trips or book a ride on-demand. Riders can also book by phone or walk on, space available.

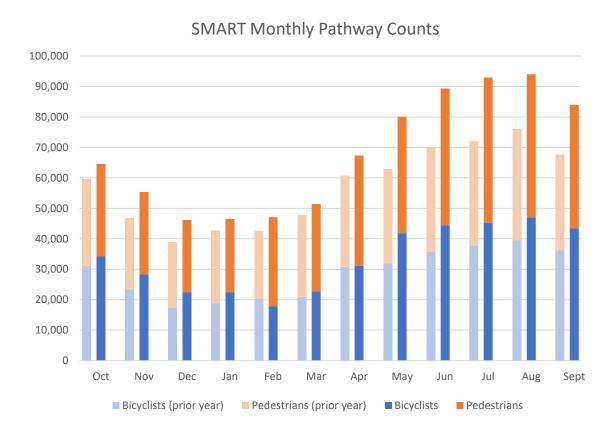
Total September monthly ridership for the SMART Connect program was 1,156 riders.



SMART Pathway

SMART has installed 10 counters on the Pathway, with five in Marin County and five in Sonoma County. The counters differentiate between bicycles and pedestrians, and track data by time of day and day of the week. The counters cannot distinguish between unique users, but based on the estimated average trip length of 3 miles, and the average spacing between counters of 4.6 miles, the counts are considered an accurate estimate of monthly pathway usage. As additional pathway segments are constructed, counters will be place on those segments to measure pathway usage. To date, count data has shown a fairly even split between pedestrians and bicyclists.

In September 2024, SMART counted 83,987 users on the pathway, which was a 24% increase over last year.





Eric Lucan. Chair

Marin County Board of Supervisors

Melanie Bagby, Vice Chair

Sonoma County Mayors' and Councilmembers Association

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General Manager

5401 Old Redwood Highway Suite 200 Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037 www.SonomaMarinTrain.org October 16, 2024

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

SUBJECT: Monthly Financial Status

Dear Board Members:

RECOMMENDATION: Approve Monthly Financial Reports – July /August 2024

SUMMARY:

This report provides information for the first (2) two months of Fiscal Year (FY) 2025. This information includes the Board Adopted Budget and Budget Amendment #1.

Budgeted revenues and actual expenditures for both passenger rail and freight are provided in separate charts in the attached document. The actual column reflects revenues and expenditures for (2) two months of FY 2025 (July – August). In addition, for passenger rail, we have shown more detail regarding sales tax and fare revenues to show current and comparative information over the last five years (FY 2021 – FY 2025). Sales tax for the first two months in FY 2025 reflects a negative balance. There are two reasons for this negative balance (1) due to the way sales taxes are recorded on SMART's books, July's revenues aren't known until September and August revenues until October (2) there was a prior period adjustment that was reflected in August which created the negative balance.

Information on the approved budget, actual expenditures, and remaining budget have been provided. Please keep in mind that expenditures do not always occur on a straight-line basis, many large expenditures such as debt service only occur on specific intervals.

We have also included information regarding SMART's investment policy, where our funds are being held, and how much is currently being held. In addition, we have shown the current obligations, reserves, and fund balance requirements for FY 2025.

Sincerely,

/s/

Heather McKillop Chief Financial Officer

Attachment(s):

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



MONTHLY FINANCIAL STATUS July & August 2024

		FY 2024-25 Approved				
	۸۸	Budget + nendment #1	L Actual			mount Over / nder) Budget
	All	nenument #1		Actual	(0)	iluer / Buuget
Revenues						
Passenger Rail						
Sales/Use Taxes	\$	50,426,000	\$	(1,477)	\$	(50,427,477)
Interest and Lease				•		
Earnings	\$	1,979,636	\$	166,936	\$	(1,812,700)
Miscellaneous/ Other						
Revenue	\$	295,921	\$	90,643	\$	(205,278)
Passenger Fares	\$	2,215,290	\$	434,410	\$	(1,780,880)
Parking Fares	\$	11,400	\$	1,089	\$	(10,311)
Shuttle Fares	\$	1,200	\$	368	\$	(832)
		·				
State Grants	\$	50,961,826	\$	-	\$	(50,961,826)
		· ·				, , , , , , , , , , , , , , , , , , ,
Federal Funds	\$	14,224,841	\$	-	\$	(14,224,841)
		•				· · · · · ·
Other Governments	\$	3,305,915	\$	-	\$	(3,305,915)
		•				, , , ,
Passenger Rail	\$	123,422,029	\$	691,969	\$	(122,730,060)

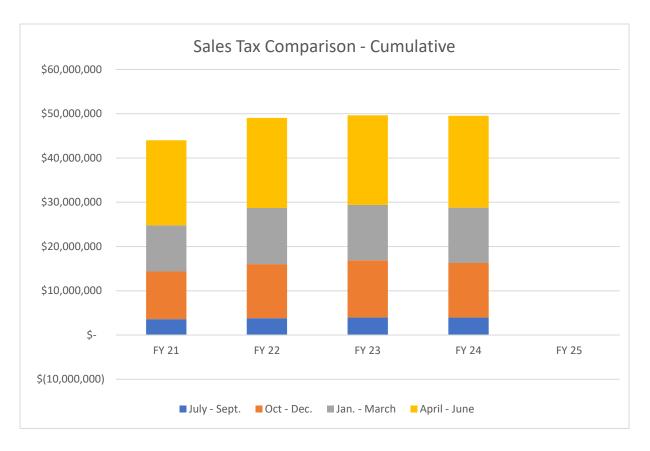
Page 1 of 9

PASSENGER REVENUES

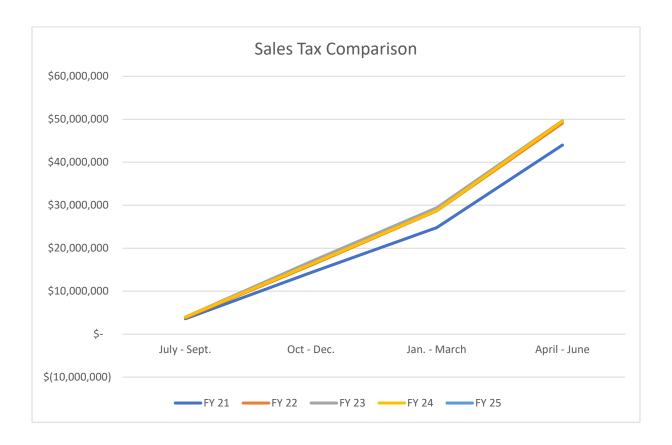
Measure Q Sales Tax Fiscal Year (FY) 2025

Time Period	July - Sept.	Oct - Dec.	Jan March	April - June
FY 25 Forecasted Sales Tax	\$ 3,900,000	\$ 12,500,000	\$ 12,600,000	\$ 21,426,000
Actual	\$ (1,477)			
Difference	\$ 3,901,477			

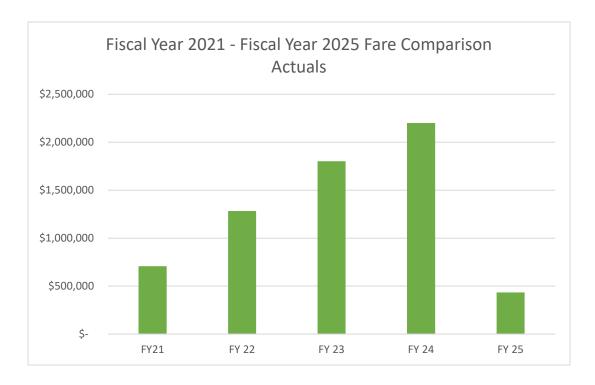
Fiscal Year 2021-2025 Net Sales Tax Comparison (by Quarter)



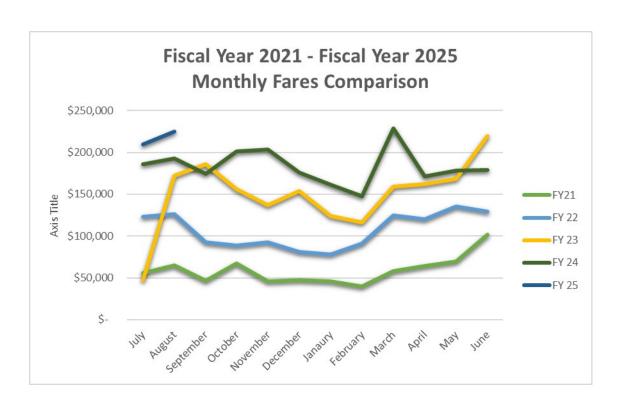




Fiscal Year 2021-2025 Fare Revenue Comparison



Fiscal Year 2021-2025 Monthly Fare Revenue Comparison



Page 4 of 9

PASSENGER EXPENDITURES

	FY 2024-25 Approved Budget		Actual		mount Over / nder) Budget
Passenger Expenditures					
Administration					
Salaries & Benefits	\$	7,180,063	\$ 1,109,415	\$	(6,070,648
Services & Supplies	\$	12,371,360	\$ 695,357	\$	(11,676,003)
Administration Subtotal	\$	19,551,423	\$ 1,804,772	\$	(17,746,651
Operations					
Salaries & Benefits	\$	19,720,161	\$ 2,904,143	\$	(16,816,018
Services & Supplies	\$	7,709,110	\$ 679,135	\$	(7,029,975
Operations Subtotal	\$	27,429,271	\$ 3,583,278	\$	(23,845,993
Capital					
Salaries & Benefits	\$	1,909,851	\$ 264,822	\$	(1,645,029
Services & Supplies	\$	7,690,254	\$ 471,377	\$	(7,218,877)
Capital Subtotal	\$	9,600,105	\$ 736,199	\$	(8,863,906
Total Passenger Expenditures	\$	56,580,799	\$ 6,124,249	\$	(50,456,550)
Passenger (Capitalized) Expenditures					
Facilities	\$	65,673,232	\$ 10,940,877	\$	(54,732,355
Infrastructure	\$	2,490,587	\$ 158,217	\$	(2,332,370
Equipment	\$	3,201,568	\$ -	\$	(3,201,568
Nonrevenue vehicles	\$	921,654	\$ 400,875	\$	(520,779
Revenue vehicles	\$	-	\$ -	\$	-
Land	\$	-	\$ -	\$	-
Other Governments	\$	1,133,039	\$ -	\$	(1,133,039
Total Passenger (Capitalized) Expenditures	\$	72,287,041	\$ 11,499,969	\$	(61,920,111

Passenger Expenditures + Capitalized

128,867,840 \$ 17,624,218 \$ (112,376,661)

FREIGHT REVENUES

		FY 2024-25 Approved Budget		Actual		mount Over / Inder) Budget
Revenues						
Freight						
State Operating/	Ļ	202 540			¢	/202 F40\
Capital Grant (42341)	\$	393,549			\$	(393,549)
State Shortline Grant	\$	83,960			\$	(83,960)
Freight Movement Fees	\$	700,000	\$	144,248	\$	(555,752)
Treight Weverheit rees	Υ	700,000	7	111,210	Υ	(333),732)
Leases	\$	270,000	\$	29,955	\$	(240,045)
Freight Storage	\$	104,800	\$	15,376	\$	(89,424)
	Υ	10 1,000	7	13,370	Υ	(03) 12 1)
45(g) Tax Credit & Misc. Revenues	\$	253,000	\$	250,580	\$	(2,420)
		•				
Freight	\$	1,805,309	\$	440,159	\$	(1,805,309)

FREIGHT EXPENDITURES

	FY 2024-25 Approved Budget		Actual		nount Over / (Under) Budget
Freight Expenditures					
Administration					
Salaries & Benefits	\$	-	\$	-	\$ -
Services & Supplies	\$	-	\$	-	\$ -
Administration Subtotal	\$	-	\$		\$
Operations					
Salaries & Benefits	\$	870,099	\$	118,400	\$ (751,699)
Services & Supplies	\$	935,210	\$	60,327	\$ (874,883)
Operations Subtotal	\$	1,805,309	\$	178,727	\$ (1,626,582)
Capital					
Salaries & Benefits	\$	-	\$	-	\$ -
Services & Supplies	\$	-	\$	-	\$ -
Capital Subtotal	\$	-	\$		\$
Total Freight Expenditures	\$	1,805,309	\$	178,727	\$ (1,626,582)
Freight (Capitalized) Expenditures					
Facilities			\$	-	\$ -
Infrastructure			\$	-	\$ -
Equipment			\$	-	\$ -
Nonrevenue vehicles			\$	-	\$ -
Revenue vehicles			\$	-	\$ -
Land			\$	-	\$ -
			\$	_	\$ _
Total Freight (Capitalized) Expenditures	\$	_	\$		\$

1,805,309

178,727

Freight Expenditures + Capitalized

\$ (1,626,582)

CAPITAL PROJECTS

Capital Project Report	Aug-24				
	Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY25	Remaining to be Budgeted in Future Years	Project Status
PASSENGER RAIL PROJECTS					
Extension: Windsor Civil	\$ 55,560,845	\$ 42,234,837	\$ 18,006,293	\$ (4,680,285)	Under construction.
Extension: Windsor Systems	\$ 18,102,142	\$ 8,392,880	\$ 5,867,695	\$ 3,841,567	Under Construction
Extension: Windsor Pedestrian Undercrossing	\$ 4,300,000	\$ 2,127,124	\$ 2,172,876	\$ 0	Under construction as part of the Windsor Extension project.
Town of Windsor Utility Crossing	\$ 407,100	\$ -	\$ 407,100	\$ -	Under construction as part of the Windsor Extension project.
Extension: Healdsburg	\$ 160,400,000	\$ -	\$ 3,250,000	\$ 157,150,000	Preparation for progressive design- build process beginning early this fiscal year
Station: Petaluma North	\$ 13,210,333	\$ 3,780,341	\$ 9,334,489	\$ 95,503	Construction is in progress
SGR: McDowell Grade Crossing	\$ 3,825,275	\$ 1,341,224	\$ 2,490,587	\$ (6,536)	Construction is in progress
City of Petaluma North McDowell Paving Project	\$ 886,712	\$ 174,760	\$ 711,952	\$ 0	Construction is in progress
Pathway: Golf Course to Bellevue and Southpoint to Penngrove Construction	\$ 19,876,912	\$ 3,947,547	\$ 16,847,271	\$ (917,906)	Construction is in progress
Pathway: Design for 7 Segments in Marin and Sonoma Counties	\$ 3,936,755	\$ 2,408,679	\$ 1,304,423	\$ 223,653	Conducting engineering design to prepare for construction, also pursuing environmental permits.
Pathway: Design for 5 Segments in Marin County	\$ 6,323,781	\$ 1,663,579	\$ 4,038,421	\$ 621,781	Conducting engineering design to prepare for construction, also pursuing environmental permits.
Pathway: Construction for Mcinnis to Smith Ranch	\$ 5,835,608	\$ 1,721,712	\$ 2,448,116	\$ 1,665,780	Under construction.
Pathway: Joe Rodota Trail	\$ 677,716	\$ 168,407	\$ 465,985	\$ 43,324	Construction planned to start in FY25.
Pathway: Hanna Ranch to Vintage	\$ 6,084,521	\$ -	\$ 200,000	\$ 5,884,521	Currently in design and permitting. Project is not fully funded for construction
Pathway: Guerneville Rd to Airport Blvd Pathway Construction	\$ 14,618,729	\$ 17,325	\$ 200,000	\$ 14,401,404	Pursuing NEPA clearance, construction moved to a future year.
Puerto Suello Pathway Design and Permitting	\$ 708,227	\$ -	\$ 708,227	\$ -	Request for Proposal (RFP) is complete, preparing for procurement
FREIGHT RAIL PROJECTS			·	•	·
Schellville Grade Crossing Repair	\$ 100,000	\$ -	\$ 100,000	\$ -	Construction planned for fall.
Brazos Branch Bridge Repairs (Phase 2)	\$ 67,920	\$ -	\$ 67,920	\$ -	Currently purchasing bridge timbers for this phase.

INVESTMENTS

Investments are guided by the SMART investment policy adopted each year with the budget. The policy outlines the guidelines and practices to be used in effectively managing SMART's available cash and investment portfolio. District funds that are not required for immediate cash requirements are to be invested in compliance with the California Code Section 53600, et seq.

SMART uses the Bank of Marin for day-to-day cash requirements and for longer term investments the Sonoma County Treasury Pool is used. This chart reflects a point in time versus a projection of future fund availability.

Cash On Hand	
Bank of Marin	\$ 11,844,865
Sonoma County Investment Pool *	\$ 91,391,914
Total Cash on Hand	\$103,236,779
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 5,574,676
Operating Reserve	\$ 11,728,963
Capital Sinking Fund	\$ 12,625,000
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 39,299,314
Cash Balance	\$ 63,937,465
Less: Current Encumbrances	\$ (52,367,289)
Balance	\$ 11,570,176
Less: Estimated FY24 Year-end	\$ (53,975,272)
Fund Balance	(عربر القرور ال
Remaining Balance	\$ (42,405,096)
* Doesn't include trustee accounts	



Contract Summary

Active contracts as of August 31, 2024

		ıG			

		Fis	scal Year 24/25	Fiscal Year 24/25
Contractor	Scope		Projected	Actuals
A.J. Janitorial Service	Janitorial Services for all Stations Roblar, ROC and Fulton	\$	9,140	
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$	45,000	
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$	50,000	
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$	50,000	
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$	75	
Atlas CopCo Compressors, LLC	Air Compressor Maintenance Services	\$	1,003	
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$	45,000	
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$	5,718	
Cal Interpreting & Translations	Real Time Translation and Related Services	\$	13,000	
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$	7,773	
Code 3 Entertainment Services, LLC	Microtransit Operations and Maintenance Services	\$	567,433	
Construction Testing Services	Construction Materials Testing Support Services	\$	189,625	\$ -
Craft & Commerce	Marketing and Community Outreach Services and Support	\$	93,000	\$ -
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$	683,104	\$ -
CSW/Stuber-Stroeh Engineering Group	Design and Engineering for Petaluma North Station, N. McDowell Grade Crossing, Segments 2 & 3 Pathway	\$	382,800	\$ 138,130
Dr. Lance O'Connor	Occupational Health Screening Services	\$	5,000	
Dudek	Biological and Cultural Resource Monitoring	\$	195,000	
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$	25,000	
Eide Bailly LLP	Financial Audit Services	\$	61,110	
Federated Indians of Graton Rancheria	Tribal Monitoring for Ground-Disturbing Activities - SoCo Pathway	\$	20,000	
Fehr & Peers	Comprehensive Quality of Life and Impact Assessment	Ś	413,113	
Foster & Foster (formerly Demsey, Filliger, & Associates, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	Š	1,250	
Front Signs (Square Signs, LLC)	System-Wide Pathway Wayfinding Signage	\$	599,447	
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$	55,000	
George Hills Company, Inc.	Third Party Claims Administration Services	\$	30,000	
Ghilotti Bros, Inc.	Construction of NMP McInnis to Smith Ranch	Ś	431,864	
Golden Five, LLC	Microsoft 365 Consulting Services	\$	1,563	
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$	13,503	
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$	29,841	
Hanford A.R.C.		\$	17.425	
	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting			
Hanson Bridgett LLP	Legal Services - Union Negotiations	\$	120,000	
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$	75,000	
Khouri Consulting, LLC	California State Legislative and Advocacy Services	\$	120,000	
Lewis, Brisbois, Bisgaard & Smith LLP	Various legal services related to transit	\$	65,000	
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$	30,000	
MaxAccel	FRA Regulatory Compliance Software	\$	31,664	
MaxAccel	Learning Management System	\$	15,832	
Mickelson & Company, LLC	45G Tax Credit Advisory Services	\$	15,035	
Mission Linen Supply	Employee Uniform Rentals	\$	24,077	
Mission Linen Supply	Laundry and Dry Cleaning for SMART-Owned Uniforms	\$	9,025	
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$	15,726	
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$	5,350,845	
Modern Railway Systems, Inc.	Real Time Train Arrival Digital Signage for Train Platforms	\$	452,877	\$ -
MuniServices, LLC	Sales Tax Recovery Services	\$	30,000	\$ -
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$	3,260	\$ 234
North Bay Petroleum	Provision of Fuel for DMUs	\$	1,100,000	\$ 245,76
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$	180,000	\$ 51,540
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$	35,000	\$ 1,37
Oracle	Fusion ERP System	\$	329,413	\$ -
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$	25,000	
PFM Financial Advisors, LLC	Financial Advisory Services	\$	5,000	
Pitney Bowes, Inc.	Lease for Mail Machine	Ś	701	
Pivotal Vision, LLC	Security Software Licensing / Rail Network	\$	2,750	
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$	271,543	
RSE Corporation	Civil Engineering, Design, and Land Surveying	\$	42,500	
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$	152,000	
		\$	65,000	
Sonoma County Fleet Operation Division	Non-Revenue Fleet Vehicle Installation, Maintenance, and Repair Services	\$		
SPTJ Consulting, Inc.	Network Monitoring and Support Services	>	202,419	53,/3

		Fiscal Year 24/25	Fiscal Year 24/25
Contractor	Scope	Projected	Actuals
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$ 17,936,174	\$ 7,173,563
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Construction of Petaluma North Station Platform, Grade Crossing Reconstruction, and Pathway	\$ 22,871,960	\$ 6,937,212
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Paving Work for the City of Petaluma as Part of the Petaluma North Project	\$ 582,187	\$ 28,333
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program Management	\$ 11,300	\$ -
TDG Engineering, Inc.	Wayfinding System Planning and Design for the SMART Pathway	\$ 21,592	\$ -
The Routing Company	Furnish, Implement, and Maintain a Microtransit Software Platform	\$ 12,000	\$ 2,844
The Routing Company	Social Media Campaign for SMART Connect	\$ 6,200	\$ 2,100
Triangle Properties, Inc.	SoCo Pathway Riparian Enhancement Implementation and Monitoring	\$ 39,080	\$ 7,166
Triangle Properties, Inc.	Helen Putnam Riparian Mitigation	\$ 523,270	\$ -
Triangle Properties, Inc.	Windsor Creek Riparian Enhancement	\$ 41,932	\$ -
United Construction Management Corp	Construction Management Support Services	\$ 160,083	\$ -
Van Scoyoc Associates	Federal Lobbying Services	\$ 30,000	\$ 10,000
Vista Broadband Networks, Inc.	Broadband Services	\$ 9,000	\$ 1,500
Ward Levy Appraisal Group, Inc.	Real Estate Appraisals and Related Services	\$ 4,950	\$ -
WRA, Inc.	As-Needed Environmental Consulting Services	\$ 78,900	\$ 5,821
	TOTAL	\$ 55,130,943	\$ 16,368,094

FREIGHT RAIL

		Fiscal Year 24/25	Fiscal Year 24/25
Contractor	Scope	Projected	Actuals
Freight Rail Tracking Software	Freight Rail Tracking Software	\$ 6,000	\$ 414
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$ 48,200	\$ 8,921
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 354	\$ -
Hue & Cry, Inc.	Security System at Schellville Depot	\$ 994	\$ -
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$ 90,000	\$ 12,950
Summit Signal, Inc.	Inspection, Testing, and Maintenance Services for Signal Equipment Along Brazos Branch	\$ 40,542	\$ 13,514
Summit Signal, Inc.	Freight Call-Out Maintenance and Repair Services	\$ 6,565	\$ 2,477
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$ 1,600	\$ 394
	TOTAL	\$ 194,255	\$ 38,670

Actuals-To-Date include invoices that have been approved, but may not have been processed in SMART's Financial System, as of August 31, 2024



Eric Lucan, Chair

Marin County Board of Supervisors

Melanie Bagby, Vice Chair

Sonoma County Mayors' and Councilmembers Association

Kate Colin

Transportation Authority of Marin

Chris Coursey

Sonoma County Board of Supervisors

Rachel Farac

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Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

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Eddy Cumins

General Manager

5401 Old Redwood Highway Suite 200 Petaluma, CA 94954 Phone: 707-794-3330

Fax: 707-794-3037 www.SonomaMarinTrain.org October 16, 2024

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

Petaluma, CA 94954

SUBJECT: Master Funding Agreement Between Metropolitan Transportation Commission (MTC) and Sonoma-Marin Area Rail Transit District (SMART)

Dear Board Members:

RECOMMENDATION:

Adopt Resolution No. 2024-36 authorizing the General Manager or his Designee to execute a Master Funding Agreement with the Metropolitan Transportation Commission (MTC) for planning, programming, transportation, transit, and land use or other projects.

SUMMARY:

This Master Funding Agreement between MTC and SMART provides for SMART to be eligible to receive funds and provides for terms and conditions for federally funded, state funded, and MTC funded projects that SMART may receive through MTC.

FISCAL IMPACT: There is no direct fiscal impact as a result of executing this document. The document allows for SMART to receive funds from MTC in the future.

Sincerely,

/s/

Heather McKillop Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2024-36
- 2) Master Agreement between MTC and SMART

Resolution No. 2024-36 Sonoma-Marin Area Rail Transit District October 16, 2024

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MASTER FUNDING AGREEMENT BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION AND SMART

WHEREAS, the Metropolitan Transportation Commission has asked SMART to enter into a Master Funding Agreement regarding the planning, programming, transportation, transit, land use, and other projects for Fiscal Years 2024 - 2034; and

WHEREAS, the Master Funding Agreement provides for policies, procedures, terms and conditions for receiving funds through the Metropolitan Transportation Commission; and

NOW, THEREFORE, BE IT RESOLVED that Board of Directors authorizes the General Manager or his designee to execute a Master Funding Agreement with the Metropolitan Transportation Commission regarding the planning, programming, transportation, transit, land use, and other projects for Fiscal Years 2024 – 2034.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 16th day of October 2024, by the following vote:

DIRECTORS:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Eric Lucan, Chair, Board of Directors
	Sonoma-Marin Area Rail Transit District
ATTEST:	
Leticia Rosas, Clerk of the Board of Directors	
Sonoma-Marin Area Rail Transit District	

MASTER FUNDING AGREEMENT

Between

METROPOLITAN TRANSPORTATION COMMISSION

And

SONOMA MARIN AREA RAIL TRANSIT DISTRICT

For

PLANNING, PROGRAMMING,
TRANSPORTATION, TRANSIT, LAND USE OR OTHER PROJECTS

FISCAL YEAR 2023-24 THROUGH FISCAL YEAR 2033-34

TABLE OF CONTENTS

ARTI	<u>ICLE</u>	PAGE
<u>1.0</u>	GENERAL	4
<u>2.0</u>	INTERAGENCY AGREEMENT ADMINISTRATION	5
<u>3.0</u>	<u>FUNDING</u>	5
<u>4.0</u>	<u>TERM</u>	6
<u>5.0</u>	PAYMENT	6
<u>6.0</u>	DELAYS AND FAILURE TO PERFORM	6
<u>7.0</u>	AMENDMENTS	6
<u>8.0</u>	TERMINATION	7
<u>9.0</u>	USE OF THIRD PARTY CONTRACTS	7
<u>10.0</u>	INDEMNIFICATION	7
<u>11.0</u>	LAWS AND REGULATIONS	7
<u>12.0</u>	RECORDS	7
<u>13.0</u>	<u>AUDITS</u>	8
<u>14.0</u>	<u>SUBCONTRACTS</u>	8
<u>15.0</u>	PROHIBITED INTERESTS	9
<u>16.0</u>	ORGANIZATIONAL CONFLICTS OF INTEREST	9
<u>17.0</u>	CHOICE OF LAW	10
<u>18.0</u>	PARTIAL INVALIDITY	10
<u>19.0</u>	NO THIRD PARTY BENEFICIARIES	10
<u> 20.0</u>	ORDER OF PRECEDENCE	10
<u>EXH</u>	IBIT A FORM OF SUPPLEMENT	12
EXH	IBIT B-1 ADDITIONAL TERMS AND CONDITIONS (GENERAL)	14

EXHIBIT B-2 ADDITIONAL TERMS AND CONDITIONS (FEDERALLY REQUIRED
<u>CLAUSES)</u>
EXHIBIT B-3 ADDITIONAL TERMS AND CONDITIONS (STATE-REQUIRED CLAUSES) 23
EXHIBIT B-4 ADDITIONAL TERMS AND CONDITIONS (PREVAILING WAGE RATES,
APPRENTICESHIPS, AND PAYROLL RECORDS NON FEDERALLY FUNDED
AGREEMENTS)
EXHIBIT B-5 ADDITIONAL TERMS AND CONDITIONS (PREVAILING WAGE RATES,
APPRENTICESHIPS, AND PAYROLL RECORDS FEDERALLY FUNDED AGREEMENTS) 30
EXHIBIT B-6 ADDITIONAL TERMS AND CONDITIONS (REGIONAL TOLL FUNDS
INCLUDING RM1, RM2, RM3, AND AB 1171)
EVIIIDIE D. 7. ADDIEVONAT WEDNIG AND CONDUCTONG (DECTONAL DICODECTIONADA)
EXHIBIT B-7 ADDITIONAL TERMS AND CONDITIONS (REGIONAL DISCRETIONARY
FEDERAL FUNDS INCLUDING STP AND CMAQ)48

MASTER FUNDING AGREEMENT Between METROPOLITAN TRANSPORTATION COMMISSION And SONOMA MARIN AREA RAIL TRANSIT DISTRICT For PLANNING, PROGRAMMING, TRANSPORTATION, TRANSIT, LAND USE OR OTHER PROJECTS

This Master Funding Agreement, effective as of May 16, 2024 (this "Master Funding Agreement" or "Agreement"), is entered into by and between METROPOLITAN TRANSPORTATION COMMISSION (hereafter "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and SONOMA MARIN AREA RAIL TRANSIT DISTRICT (hereafter "AGENCY"). MTC and AGENCY are collectively referred to herein as "the Parties."

WITNESSETH

WHEREAS, MTC has been designated as the Metropolitan Planning Organization (MPO - federal) and the Regional Transportation Planning Agency ("RTPA" - state) for the San Francisco Bay Region; and

WHEREAS, MTC from time to time expects to provide funds available to it as MPO, RTPA or otherwise to AGENCY; and

WHEREAS, it is expected that these funds will be used for planning, programming, transportation, transit, land use or other projects relevant to MTC or its statutory purposes (the "Project" or "Projects"); and

WHEREAS, the Parties wish to set forth the terms and conditions under which MTC may from time to time provide funding to AGENCY; and

WHEREAS, before MTC will make funds available hereunder, MTC and AGENCY will enter into at least one Supplement to this Master Funding Agreement, which must be in substantially the form attached hereto as Exhibit A (each, a "Supplement") to establish the terms and conditions applicable to AGENCY when receiving funds for the Project;

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 GENERAL

This Master Funding Agreement shall have no force and effect with respect to a Project or any portion thereof unless and until a Supplement has been fully executed by both MTC and AGENCY governing the relevant Project. Exhibit A, <u>Form of Supplement</u>, is attached hereto and incorporated herein. Each Supplement shall include the following information:

- a. A description of the applicable Project scope of work;
- b. A maximum payment amount for the applicable Project scope of work;
- c. An indication of whether the various clauses attached hereto as Exhibits B-1 through B-7 shall apply to AGENCY's implementation of the applicable Project scope of work;
- d. Any additional covenants, conditions, restrictions or reporting requirements that apply to the applicable Project scope of work or funding source MTC is providing to AGENCY;
- e. Identification of the MTC and AGENCY project managers for the applicable Project scope of work;
- f. The estimated budget and payment milestones for the applicable Project scope of work; and
- g. Any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.

Upon execution by MTC and AGENCY of such a Supplement, AGENCY shall assume the responsibility for implementing the applicable Project scope of work, and MTC will administer funding to AGENCY in accordance with this Agreement, the applicable Supplement, and any other documents incorporated by reference into such Supplement.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted by MTC staff. Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Project Manager at AGENCY and Project Manager at MTC, as set forth in the applicable Supplement.

3.0 FUNDING

- A. The total compensation to be paid to AGENCY under this Agreement shall be the sum of the amounts of compensation payable to AGENCY as set forth in each Supplement.
- B. AGENCY and MTC jointly agree to exert their best efforts to manage each component of the Project in such a way that prevents costs from exceeding the estimated budget set forth in the applicable Supplement.
- C. Reimbursement of AGENCY travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-representative employees)

4.0 TERM

This Agreement is in effect for the ten years following the Effective Date. This Agreement term may be extended by mutual written agreement.

5.0 PAYMENT

Contingent upon AGENCY's satisfactory completion of work products or milestones, as applicable, required under the applicable Supplement, AGENCY shall submit invoices to MTC for that portion of the funds available to AGENCY that have been expended. This invoice will be in the format and provided no more frequently than prescribed by MTC in the applicable Supplement. In addition, all supporting documentation must accompany expenditures included on AGENCY invoices. Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager or a designated representative. Approval of an invoice shall not be unreasonably withheld. AGENCY should submit invoices electronically via email to MTC at acctpay@bayareametro.gov or deliver or mail invoices to MTC, as follows:

Attention: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA, 94105

6.0 DELAYS AND FAILURE TO PERFORM

Whenever AGENCY encounters any difficulty that will delay timely performance of work, AGENCY shall notify MTC in writing. The parties agree to cooperate to work out a mutually satisfactory course of action.

If MTC determines that (a) AGENCY's failure to complete a product on a timely basis is due to causes solely within AGENCY's control; and/or (b) AGENCY has failed to consider MTC recommendations aimed at facilitating progress toward that product, MTC may impose such sanctions as it may determine appropriate. Sanctions may include withholding of commensurate payment due under this Agreement until compliance is achieved.

7.0 AMENDMENTS

This Agreement or any Supplement hereto may be amended by mutual agreement of MTC and AGENCY at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the authorized Executive or a designated representative of MTC and AGENCY and specifically identified as amendments to the

Agreement. The MTC Project Manager is not a designated representative, for purposes of executing an amendment.

8.0 TERMINATION

Either party may terminate this Agreement, in whole or in part, at any time upon ninety (90) days' written notice. In this event, AGENCY shall submit a requisition to MTC for an amount representing the actual cost of services performed up to the effective date of termination for which AGENCY has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both parties, be exceeded. Upon payment of the amount found due, MTC shall be under no further obligation to AGENCY, monetarily or otherwise.

9.0 USE OF THIRD PARTY CONTRACTS

AGENCY may subcontract or subvene funds to local agencies, consultants or contractors for performance of portions of the work required under this Agreement, without the prior written consent of MTC, provided AGENCY complies with any other applicable requirements of this Agreement and the applicable Supplement hereto, and applicable federal and state requirements.

10.0 INDEMNIFICATION

AGENCY shall indemnify, defend, 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 act or failure to act of AGENCY, its officers, employees or agents, or subconsultants or any of them in connection with this Agreement.

11.0 LAWS AND REGULATIONS

AGENCY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state and/or a local government, and of any agency thereof, including but not limited to the California Department of Transportation (Caltrans) Local Assistance Procedures Manual, as they exist at the time of execution of the Agreement and as they may be amended in the future, which relate to or in any manner affect the performance of this Agreement and any Supplements.

12.0 RECORDS

AGENCY agrees to establish and maintain an accounting system conforming to generally accepted accounting principles (GAAP) that is adequate to accumulate and segregate reasonable,

allowable, and allocable project costs. AGENCY further agrees to keep all records pertaining to the Project(s) being funded for audit purposes for a minimum of: (a) three (3) years following final payment to AGENCY, (b) four (4) years following the fiscal year of last expenditure under the Agreement; or (c) until completion of any litigation, claim or audit, whichever is longest.

13.0 AUDITS

AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 12. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. Such permission shall extend to books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement of the AGENCY's contractors and subcontractors, if any. If applicable, should MTC request access to the construction site and related field operations, MTC shall provide reasonable notice to AGENCY, and AGENCY shall provide access as it deems reasonable and safe, subject to the rights of the property owner if such owner is not AGENCY.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subconsultant agrees that MTC or any of MTC's duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above. "Subconsultant" is defined in Article 14.0 Subcontracts, below.

14.0 SUBCONTRACTS

A. For purposes of this Agreement, "subconsultant" shall mean any consultant or contractor under contract with the AGENCY to perform Project work. Any subconsultants must be engaged under written contract with AGENCY with provisions allowing AGENCY to comply with all requirements of this Agreement. Failure of a subconsultant to provide any insurance required under this Agreement shall be at the risk of AGENCY. MTC's Project Manager shall be notified in writing of any substitution or addition of subconsultants.

For any Project funded by the Federal Transit Authority (FTA), Federal Highway Administration (FHWA) or Caltrans, AGENCY shall complete Form 10-C, as may be revised by Caltrans from time to time, within thirty (30) days of executing an agreement with a subconsultant and submit it to MTC's Project Manager. MTC shall not process payment of any invoice under the applicable Supplement

relating to work by a subconsultant unless AGENCY shall have submitted to MTC a Form 10-C with respect to its contract with such subconsultant.

- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between MTC and any subconsultants, and no subcontract shall relieve AGENCY of his/her responsibilities and obligations hereunder. AGENCY agrees to be as fully responsible to MTC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by AGENCY. AGENCY's obligation to pay its subconsultants is an independent obligation from MTC's obligation to make payments to AGENCY.
- C. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under this Agreement.

15.0 PROHIBITED INTERESTS

No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, et seq., direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, AGENCY further covenants that it has made a complete disclosure to MTC of all facts of which AGENCY is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

16.0 ORGANIZATIONAL CONFLICTS OF INTEREST

AGENCY shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed by subconsultants or subcontractors under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC or AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

AGENCY shall not engage the services of any subconsultant or subcontractor on any work related to this Agreement if the subconsultant or subcontractor, or any employee of the subconsultant or subcontractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement AGENCY becomes aware of an organizational conflict of interest in connection with the work performed by a subconsultant or subcontractor hereunder, AGENCY shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. AGENCY's written notice will also describe alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with performance of any work hereunder by a subconsultant or subcontractor, MTC shall similarly notify AGENCY. In the event a conflict is presented, whether disclosed by AGENCY or its subconsultant or subcontractor, or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with AGENCY to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject AGENCY or its subconsultant or subcontractor to damages incurred by MTC in addressing organizational conflicts that arise out of work performed by such subconsultant or subcontractor, or to termination of this Agreement for breach.

17.0 CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

18.0 PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

19.0 NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

20.0 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this Agreement, any Supplement hereto, or the Exhibits hereto incorporated by reference into such Supplement, the following order of priority shall be used in resolving such conflict: the applicable Supplement shall have first priority, then the Exhibits incorporated into such Supplement, then this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION COMMISSION	SONOMA MARIN AREA RAIL TRANSIT DISTRICT	
Andrew B. Fremier, Executive Director	Eddy Cumins, General Manager	

EXHIBIT A FORM OF SUPPLEMENT

SUPPLEMENT [insert number] TO MASTER FUNDING AGREEMENT

This Supplement No to Master Funding Agreement ("Supplement or "Agreement") is entered into this day of, 20, by and between the Metropolitan Transportation Commission (hereafter "MTC") and [AGENCY] (hereafter "AGENCY") and supplements the Master Funding Agreement, dated, 2017, by and between MTC and AGENCY.
Pursuant to this Supplement, MTC agrees to provide an amount not to exceeddollars (\$) in [describe funding source] to AGENCY to fund the [brief description of Project] (as more fully described in Annex I hereto, the "Supplement Project"). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.
MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.
The Supplement Project work will commence [date], and be completed no later than, 20
The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY's performance of the applicable Supplement Project scope of work hereunder:
 □ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A □ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B □ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses) □ Exhibit B-3, Additional Terms and Conditions (State Required Clauses) □ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements) □ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements) □ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, RM3, and AB1171) □ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)
[Insert any additional covenants, conditions, restrictions or reporting requirements that apply to the Supplement Project scope of work or funding source MTC is providing to AGENCY.]
[Describe/attach any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.]
The MTC Project Manager for the Supplement Project is [name, telephone, email]. The AGENCY Project Manager for the Supplement Project is [name, telephone, email].

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

METROPOLITAN TRANSPORTATION COMMISSION	SONOMA MARIN AREA RAIL TRANSIT DISTRICT	
Andrew B. Fremier, Executive Director	Eddy Cumins, General Manager	

EXHIBIT B-1 ADDITIONAL TERMS AND CONDITIONS (GENERAL)

A. INSURANCE REQUIREMENTS

AGENCY shall, at its own expense, obtain and maintain (and/or cause its subconsultant(s) to obtain and maintain, as applicable) the types of insurance and financial security listed (if any) in the applicable attachment or exhibit to the relevant Supplement against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under such Supplement, and in effect at all times for the duration of such Supplement. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better, or as otherwise specified in the applicable Supplement. Notwithstanding anything to the contrary, AGENCY may satisfy the insurance requirements herein utilizing self-insurance providing equivalent coverage.

B. CLAIMS OR DISPUTES

Unless otherwise directed in writing by MTC, AGENCY shall continue performance under this Agreement while any matters in dispute are being resolved. Further, MTC shall pay AGENCY for any undisputed work performed by AGENCY prior to or during the resolution of the matters in dispute. In the event there is a dispute concerning the interpretation of this Agreement or any aspect of the Project that the project managers identified by MTC and AGENCY are unable to resolve, the project manager for either MTC or AGENCY may request that an ad hoc Dispute Resolution Committee ("DRC") be convened to resolve the dispute. The DRC shall consist of two members, one appointed by the MTC Executive Director and the other appointed by the Chief Executive Officer of AGENCY. The responsibility of chairing each ad hoc DRC shall alternate between the agencies, beginning with MTC. Further, disputes between MTC and AGENCY that cannot be resolved by the DRC may be submitted to alternative dispute resolution, as agreed to by the parties. Fees and expenses of the mediator will be borne equally.

EXHIBIT B-2 ADDITIONAL TERMS AND CONDITIONS (FEDERALLY REQUIRED CLAUSES)

1. EOUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and, for FTA-funded projects, 49 U.S.C. § 5332 and any implementing requirements that FTA may issue. AGENCY agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of the applicable Supplement. AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of contract, which may result in the termination of the applicable Supplement or this Agreement, or such other remedy as MTC deems appropriate.

3. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21). For FTA-funded projects, AGENCY further agrees to comply with the current FTA Circular 4702.11B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients,", the U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, and the U.S. DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons.

4. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

5. STATE ENERGY CONSERVATION PLAN

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

6. ALLOWABILITY OF COSTS

AGENCY shall comply with the cost principles (as applicable) in Office of Management and Budget (OMB) Circulars A-87, or A-122, or 48 Code of Federal Regulations Chapter 1 Part 31, or 49 Code of Federal Regulations Part 18, or in 2 Code of Federal Regulations Parts 200 and 1201, as applicable. In addition, all subcontracts must be in accordance with 2 Code of Federal Regulations Part 200, as applicable, MTC's funding agreement with DOT and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. Further, all subconsultants shall agree to comply with 48 Code of Federal Regulations, Chapter 1, Part 31.

7. LICENSE FOR FEDERAL GOVERNMENT PURPOSES

FTA/FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under the applicable Supplement; and (b) any rights of copyright to which MTC or AGENCY purchases ownership under the applicable Supplement.

8. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of the applicable Supplement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the: [select appropriate agency] Federal Transit Administration/Federal Highway Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

9. AUDITS

AGENCY agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to the applicable Supplement, for the purpose of making an audit, examination, excerpt and transcription during the term of the applicable Supplement and for the period specified in Article 14. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under the applicable Supplement was in excess of that

represented and relied upon during price negotiations or represented as a basis for payment, AGENCY agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subrecipient agrees that MTC the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subrecipient for the term specified above.

10. FLY AMERICA REQUIREMENTS.

AGENCY agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. AGENCY shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. AGENCY agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

- A. AGENCY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, AGENCY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Supplement or the FTA assisted project for which work is being performed under the applicable Supplement. In addition to other penalties that may be applicable, AGENCY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on AGENCY to the extent the Federal Government deems appropriate.
- B. AGENCY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the

penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on AGENCY, to the extent the Federal Government deems appropriate.

C. AGENCY agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

12. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

MTC and AGENCY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the applicable Supplement or this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to MTC, AGENCY or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

13. DEBARMENT

This Article is only applicable if the applicable Supplement exceeds \$25,000. AGENCY certifies that neither it, nor any of its participants, principals or subrecipients is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 2 CFR Parts 180 and 1200, by any Federal agency or department.

14. CLEAN AIR AND WATER POLLUTION ACTS

This Article is only applicable if the applicable Supplement exceeds \$150,000. AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.),

15. LOBBYING

This Article is only applicable if the applicable Supplement exceeds \$100,000. AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

Attachments:

Attachment A – Federally Required Certifications (AGENCY shall either provide these certifications to MTC or shall provide copies of such certifications AGENCY has independently made to the Federal Government.)

EXHIBIT B-2

ATTACHMENT A

FEDERALLY REQUIRED CERTIFICATIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification:

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact MTC for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

- 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that
neither it nor its "principals" is presently debarred, suspended, proposed for debarment, declared
ineligible, or voluntarily excluded from participation in this transaction by any Federal department or
agency.

agency.	
	er participant is unable to certify to the statements in this shall attach an explanation to this proposal.
Dete	
Date	(signature of authorized official)
	(type/print name and title)

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, hereby certify on behalf of that:

•	itle of grantee icial)	(name of grantee)
undersigned, to any pagency, a Member of Congress in connecting making of any Feders	person for influencing Congress, an office on with the awarding alloan, the entering	ave been paid or will be paid, by or on behalf of the ag or attempting to influence an officer or employee of any er or employee of Congress, or an employee of a Member of g of any Federal contract, the making of any Federal grant, the into of any cooperative agreement, and the extension, odification of any Federal contract, grant, loan, or cooperative
for influencing or atte an officer or employe Federal contract, gran	empting to influence ee of Congress, or ar nt, loan, or cooperati	opropriated funds have been paid or will be paid to any person e an officer or employee of any agency, a Member of Congress in employee of a Member of Congress in connection with this ive agreement, the undersigned shall complete and submit to Report Lobbying," in accordance with its instructions.
documents for all sub	awards at all tiers (t the language of this certification be included in the award including subcontracts, sub grants, and contracts under grants, hat all sub recipients shall certify and disclose accordingly.
was made or entered this transaction impo	into. Submission of sed by Section 1352	tion of fact upon which reliance is placed when this transaction this certification is a prerequisite for making or entering into the Title 31, U.S. Code. Any person who fails to file the required nalty of not less than \$10,000 and not more than \$100,000 for
Executed this	day of	, 20
		Ву:
		(signature of authorized official)
		(title of authorized official)

MTC/Sonoma Marin Area Rail Transit District
Master Funding Agreement
Page 23

EXHIBIT B-3 ADDITIONAL TERMS AND CONDITIONS (STATE-REQUIRED CLAUSES)

- 1) Attachment A Fair Employment Practices Addendum
- 2) Attachment B Nondiscrimination Assurances
 - a. Appendix A Clauses to be inserted in every agreement subject to the ACT, as defined in Attachment B of this Exhibit and REGULATIONS, also as defined in Attachment B.
 - **b.** Appendix B To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein
 - **c.** Appendix C To be included for subsequent transfer of real property acquired or improved under federal-aid Program
 - **d.** Appendix D To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program
- 3) Attachment C State Department of Transportation Requirements

EXHIBIT B-3

ATTACHMENT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

- 1. In the performance of the applicable Supplement, AGENCY shall not discriminate against any employee for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. AGENCY shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
- 2. AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full. Each of the AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements as appropriate.
- 3. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the applicable Supplement.
- 4. AGENCY shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of the applicable Supplement.
- 5. Remedies for Willful Violation:
- (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate the applicable Supplement either in whole or in part, and any loss or damage sustained by STATE in

securing the goods or services thereunder shall be borne and paid for by AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure AGENCY's breach of the applicable Supplement.

EXHIBIT B-3

ATTACHMENT B

NONDISCRIMINATION ASSURANCES

AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AGENCY receives federal financial assistance from the Federal Department of Transportation. AGENCY HEREBY GIVES ASSURANCE THAT AGENCY shall promptly take any measures necessary to effectuate the applicable Supplement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

- 1. That AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
- 2. That AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
- 3. That AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
- 4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
- 5. That where AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

- 6. That where AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.
- 7. That AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.
- 8. That this assurance obligates AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates AGENCY or any transferee for the longer of the following periods:
- (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which AGENCY retains ownership or possession of the property.
- 9. That AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.
- 10. That AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.
- 11. AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in the applicable Supplement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the applicable Supplement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT B

(Clauses to be inserted in every agreement subject to ACT and REGULATIONS)

During the performance of the applicable Supplement, AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as AGENCY) agrees as follows:

- (1) Compliance with Regulations: AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of the applicable Supplement.
- (2) Nondiscrimination: AGENCY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by AGENCY of the AGENCY's obligations under the applicable Supplement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts AGENCY has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of AGENCY's noncompliance with the nondiscrimination provisions of the applicable Supplement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance,

provided, however, that, in the event AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT B

To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein)

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that AGENCY shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on AGENCY, its successors arid assigns.

AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

- (1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *
- (2) that AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*
- *Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT B

To be included for subsequent transfer of real property acquired or improved under federal-aid Program) The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by AGENCY, pursuant to the provisions of Assurance 7(a) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT B

Appendix D – (To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by AGENCY, pursuant to the provisions of Assurance 7 (b) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT B-3

ATTACHMENT C

STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

Caltrans Non – Discrimination

A. In the performance of work undertaken pursuant to the applicable Supplement, AGENCY shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

- B. AGENCY shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full.
- C. Each of AGENCY's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. AGENCY shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under the applicable Supplement.
- D. AGENCY shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to the applicable Supplement by this reference. Wherever the term "Contractor" appears therein, it shall mean AGENCY.
- E. AGENCY shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with these non-discrimination provisions.

EXHIBIT B-4

ADDITIONAL TERMS AND CONDITIONS (PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS NON FEDERALLY FUNDED AGREEMENTS)

AGENCY's contractor(s) and all subcontractors shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 et seq. and Title 8 of the California Code of Regulations Sections 16000 et seq.) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to work performed and/or funded under this Agreement. In particular, AGENCY's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). AGENCY's contractor(s) and all subcontractors, to the extent the work of such contractor(s) and subcontractors under this Agreement are subject to California Labor Code Section 1720 et seq., shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records.

EXHIBIT B-5 ADDITIONAL TERMS AND CONDITIONS (PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS FEDERALLY FUNDED AGREEMENTS)

The Additional Federal Clauses Applicable to Public Works included in Attachment A, attached hereto and incorporated herein by this reference, and the Davis-Bacon prevailing wages apply to work performed and/or funded under the applicable Supplement. AGENCY agrees that AGENCY will require its contractor(s) and all subcontractors will pay the higher of (i) the applicable wage set forth in Federal Wage Determinations, and (ii) the applicable California prevailing rate. Certified payroll records in the form set forth in the Public Works Payroll Reporting Form, as found at https://www.dol.gov/whd/forms/wh347.pdf, shall be prepared or collected from its contractor(s) and all subconsultant(s) on a weekly basis by the AGENCY. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records. MTC may withhold payment if the certified payrolls to be submitted by AGENCY pursuant to this Exhibit B-5, Prevailing Wage Rates, Apprenticeships, and Payroll Records, are not current.

EXHIBIT B-5

ATTACHMENT A

ADDITIONAL FEDERAL CLAUSES APPLICABLE TO PUBLIC WORKS

- 1. Buy America
- 2. Davis-Bacon Act
- 3. Contract Work Hours and Safety Standards Act
- 4. Copeland Anti-Kickback Act
- 5. Prompt Payment of Funds Withheld to Subcontractors

1. Buy America Requirements

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below:

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date:	
Signature:	
Company:	
Name:	
Title:	
Certificate of Non-Compliance with Buy America Requirements	
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.c but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as ar the applicable regulations in 49 C.F.R. § 661.7.	
Date:	
Signature:	
Company:	

Name:
Title:
In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:
Certificate of Compliance with Buy America Rolling Stock Requirements
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.
Date:
Signature:
Company:
Name:
Title:
Certificate of Non-Compliance with Buy America Rolling Stock Requirements
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.
Date:
Signature:
Company:
Name:
Title:

2. <u>DAVIS-BACON ACT</u>

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701; 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

4. <u>COPELAND ANTI-KICKBACK ACT</u>

Compliance with Copeland Act requirements - The AGENCY's contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The AGENCY shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The AGENCY's prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating AGENCY's prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

EXHIBIT B-6 ADDITIONAL TERMS AND CONDITIONS (REGIONAL TOLL FUNDS INCLUDING RM1, RM2, RM3, AND AB 1171)

Recitals

WHEREAS, Streets and Highways Code (SHC) Sections 30950 *et seq.* created the Bay Area Toll Authority ("BATA") which is a public instrumentality governed by the same board as that governing MTC; and

WHEREAS, pursuant to SHC Section 31010(b), funds generated in excess of those needed to meet the toll commitments as specified by paragraph (4) of subdivision (b) of Section 188.5 of the SHC shall be available to BATA for funding projects consistent with SHC Sections 30913 and 30914; and

WHEREAS, MTC adopted Resolution No. 3434, Revised, which establishes commitments of bridge toll funds, including such AB 1171 funds, to specific projects and corridors; and

WHEREAS, on November 8, 1988, voters approved Regional Measure 1 ("RM1"), which authorized a standard auto toll of \$1 on the seven state-owned toll bridges in the San Francisco Bay Area to fund various transportation projects within the region; and

WHEREAS, on March 2, 2004, voters approved Regional Measure 2 ("RM2"), increasing the toll for all vehicles on the seven state-owned toll bridges in the San Francisco Bay Area by \$1.00 to fund various transportation projects within the region that have been determined to reduce congestion or to improve travel in the toll bridge corridors; and

WHEREAS, RM2 established the Regional Traffic Relief Plan and listed specific capital projects and programs and transit operating assistance as eligible to receive RM2 funding as identified in SHC Section 30914(c) and (d). The funding amounts assigned to certain of the programs and projects were subsequently revised by MTC Resolution No. 3801; and

WHEREAS, to the extent the Project is receiving RM2 funding hereunder, SHC Section 30914(c) lists the Project to which this Exhibit B-6 and the applicable Supplement apply as one such eligible transportation project and designates AGENCY as project sponsor; and

WHEREAS, pursuant to MTC Resolution No. 3636, MTC established procedures whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 Bridge Toll funding. A copy of MTC Resolution No. 3636 is attached hereto and incorporated herein as Attachment D, MTC Resolution No. 3636; and

WHEREAS, on June 5, 2018, voters approved Regional Measure 3 ("RM3"), increasing the toll for all vehicles on the seven state-owned toll bridges in the San Francisco Bay Area by three successive \$1.00 tolls (applied on January 1, 2019, January 1, 2022, and January 1, 2025) to fund various transportation projects within the region that have been determined to reduce congestion or to improve travel in the toll bridge corridors; and

WHEREAS, RM3 established the Regional Measure 3 Expenditure Plan and listed specific capital projects and operating assistance programs as eligible to receive RM3 funding as identified in SHC Section 30914.7(a) and (c); and

WHEREAS, to the extent the Project is receiving RM3 funding hereunder, SHC Section 30914.7(a) lists the Project or SHC Section 30914.7(c) lists the operating assistance program to which this Exhibit B-6 and the applicable Supplement apply as one such eligible transportation project and designates AGENCY as project sponsor; and

WHEREAS, pursuant to MTC Resolution No. 4404, MTC established procedures whereby eligible transportation project sponsors may submit allocation requests for RM3 Bridge Toll funding. A copy of MTC Resolution No. 4404 is attached hereto and incorporated herein as Attachment E, MTC Resolution No. 4404; and

WHEREAS, AGENCY submitted one or more allocation requests for RM2, RM3, AB 1171, and/or RM1 funding for the Project to which this Exhibit B-6 applies. A copy of the applicable allocation request(s) as well as AGENCY's resolution(s) approving the allocation request(s) are attached to the applicable Supplement and incorporated herein as Attachment A, <u>Updated Initial Project Report</u>, and Attachment B, <u>AGENCY Resolution(s)</u>, respectively; and

WHEREAS, by the resolution(s) attached to the applicable Supplement and incorporated herein as Attachment C, <u>MTC Resolution(s)</u> Approving Project Request, MTC approved AGENCY's request(s) for the applicable funds for the applicable Project.

I. AGENCY AGREES

- A. AGENCY agrees to perform or caused to be performed the activities described in Attachment A, <u>Updated Initial Project Report</u>. AGENCY will provide all necessary staffing and support resources to complete the Project as described in Attachment A, AGENCY agrees to meet all conditions listed in Attachment C, <u>MTC Resolution(s) Approving Project Request</u>.
- B. AGENCY shall provide MTC with annual progress reports throughout the term of this Agreement in accordance with the monitoring and reporting requirements specified in MTC Resolution No. 3636, Revised (if receiving RM2 funds) and/or MTC Resolution No. 4404 (if receiving RM3 funds).
- C. AGENCY shall submit invoices to MTC no less than annually, but may submit invoices as frequently as monthly. In either case, AGENCY shall submit an invoice to MTC within thirty (30) days after the end of each period for which payment is sought covering costs for the Project activities accomplished through the end of such period, not covered by previously submitted invoices. Each invoice shall be supported by the following information: (i.) A brief narrative progress report of the activities accomplished during the invoice period, including the percentage of the contract complete and the percentage of funding expended; (ii.) the costs requested for reimbursement with RM1, RM2, RM3 and/or AB 1171 funds, as applicable; (iii.) the total costs expended for the invoice period broken down by type and source of funding; (iv.) the total costs expended for project name to date broken down by type and source of funding; and (vi.) any additional supporting data in a form and detail required by MTC.

- D. AGENCY agrees to spend RM1, RM2, RM3 and/or AB 1171 funds, as applicable, at a rate not exceeding the schedule attached to the applicable Supplement and incorporated herein as Attachment F, Reimbursement Schedule.
- E. AGENCY shall comply with and shall assure that any AGENCY contractor performing Project work with RM1, RM2, RM3 and/or AB 1171 funds, as applicable, received under this Agreement complies with MTC Resolution No. 3636, Revised (if receiving RM2 funds) and/or MTC Resolution No. 4404 (if receiving RM3 funds), as well as the provisions of MTC's RM2 Policies and Procedures contained in MTC Resolution No. 3636, Revised (if receiving RM2 funds) and/or MTC Resolution No. 4404 (if receiving RM3 funds), relative to constructing, operating, and maintaining the Project. MTC may update Resolution No. 3636 or Resolution No. 4404 from time to time. The AGENCY agrees to comply with the most current Resolution that is approved at any given time.
- F. AGENCY is responsible for completing the Project within cost, scope and schedule as described in Attachment A, <u>Updated Initial Project Report</u>, as it may be updated from time to time. Any updates must be approved by AGENCY and MTC in writing before being incorporated into this Agreement.

G. AGENCY certifies that:

- The Project is consistent with the Regional Transportation Plan ("RTP").
- The Project is exempt from environmental review or all environmental permits or clearances necessary for the Project have been or will be obtained, and the year of Project funding for the construction phase of the Project has taken into consideration the time necessary to obtain permitting approval for the Project as an operable and useable segment.
- The Project or portion thereof to be funded under this Agreement will be fully funded upon the execution of the applicable Supplement.
- AGENCY has reviewed the Project needs and has adequate internal staffing and support resources to deliver and complete the Project within the cost, scope, and schedule set forth in the Initial Project Report, as updated, attached to the applicable Supplement as Attachment A.
- If applicable to the Project, AGENCY is an eligible sponsor of projects in MTC Resolution No. 3434, Revised.
- If applicable to the Project, AGENCY is an eligible sponsor of projects in MTC Resolution No. 4404.
- If applicable, AGENCY is authorized to submit an application for RM2 funds for the Project in accordance with SHC Section 30914(c).
- If applicable, AGENCY is authorized to submit an application for RM3 funds for the Project in accordance with SHC Section 30914.7(a) or 30914.7(c).
- If applicable, AGENCY is authorized to submit an application for AB 1171 funds for the Project in accordance with SHC Section 31010(b).
- The Project is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Sections 15000 et seq.), and if relevant, the National Environmental Policy Act (NEPA) (42 USC 4321 et seq.) and the applicable regulations thereunder.
- There is no legal impediment to AGENCY making allocation requests for RM1, RM2, RM3 and/or AB 1171 funds, as applicable.

- There is no pending or threatened litigation which might in any way adversely affect the Project or the ability of AGENCY to deliver such Project.
- For bus operators, AGENCY has submitted a copy of the California Highway Patrol (CHP) certification, which was issued within the last 13 months indicating compliance with California Vehicle Code §1808.1 and Public Utility Code §99251 (CHP "pull notice system and periodic reports").
- For ferry operators, AGENCY certifies that it is current on all inspections and certifications required by federal and state agencies.
- If RM3 funding was received in the prior year, AGENCY has included the RM3 costs and revenues in its general fiscal audit for that year. AGENCY also assures that it will include the RM3 costs and revenues in its general fiscal audit for the year in which funds are requested.
- H. In addition to AGENCY's commitment under Article 10, <u>INDEMNIFICATION</u>, of the Master Funding Agreement, AGENCY agrees at its own cost, expense, and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, its Commissioners, representatives, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM1, RM2, RM3 and/or AB 1171 funds, as applicable, as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages.
- I. If any revenues or profits from any non-governmental use of the Project are collected by AGENCY, those revenues or profits shall be used exclusively for the public transportation services for which the Project was initially approved, either for capital improvements or maintenance and operational costs, otherwise MTC is entitled to a proportionate share equal to MTC's percentage participation in the Project. MTC's percentage participation shall equal the amount of funds allocated to Project, divided by the total Project budget as shown in Attachment E, Reimbursement Schedule, as updated from time to time, as such amount may be adjusted to reflect total project costs.
- J. Project assets purchased by AGENCY with RM1, RM2, RM3 and/or AB 1171 funds, as applicable, including facilities and equipment, shall be used for the intended public transportation uses and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for their useful life, MTC shall be entitled to a present day value refund or credit (at MTC's option) based on MTC's share of the fair market value of the facilities and equipment at the time the public transportation uses ceased, which sum shall be paid back to MTC in the same proportion that RM1, RM2, RM3 and/or AB 1171 funds, as applicable, were originally used.
- K. AGENCY shall post on both ends of the Project construction site(s), unless prohibited by the site owner if such owner is not the AGENCY, at least two signs visible to the public stating that the Project is funded with RM1, RM2, RM3 and/or AB 1171 funds, as applicable.
- L. AGENCY's City Manager, General Manager, Executive Director, Chief Executive Officer, or equivalent officer, or designee, is delegated the authority to make non-substantive changes or minor amendments to the initial project report as he/she deems appropriate; otherwise, Article 7, AMENDMENTS, of this Agreement applies.

M. AGENCY agrees to comply with the provisions of MTC Resolution No. 3636, Revised (if receiving RM2 funds) and/or MTC Resolution No. 4404 (if receiving RM3 funds), and the MTC Resolutions set forth in Attachment C, MTC Resolution(s) Approving Project Request.

II. MTC AGREES

A. MTC agrees to provide AGENCY with RM1, RM2, RM3 and/or AB 1171 funds, as applicable, within the allocation amounts in Attachment C, MTC Resolution(s) Approving Project Request and as restated in the relevant Supplement for the purpose of funding the Project as described in Attachment A.

The entire funding amount is available for reimbursement based on the schedule included in Attachment E, <u>Reimbursement Schedule</u>, to the applicable Supplement. In addition, if applicable, MTC agrees to support AGENCY's allocation request from the State according to the Allocation Request Schedule provided in Attachment G to the applicable Supplement.

In the event AGENCY does not use all RM1, RM2, RM3 and/or AB 1171 funds, as applicable, made available in a given fiscal year, those unused amounts will be available for reimbursement in subsequent year(s) for the duration of this Agreement. However, RM3 Operating Program funds will be made available for reimbursement in the subsequent year(s) where allowed by law or otherwise authorized by the Commission.

III. IT IS MUTUALLY AGREED

- A. MTC may terminate the applicable Supplement, in its sole discretion, for any force majeure event, including but not limited to any earthquake, flood or other natural disaster, any epidemic, blockade, rebellion, war, act of sabotage or civil commotion, fire, explosion or strike, or prolonged economic conditions affecting the ability of the Bay Area Toll Authority to make payments to bond holders who shall in all circumstances have priority to payment of funds, if such event (i) irrecoverably disrupts or renders impossible AGENCY's performance hereunder; or (ii) disrupts MTC's ability to make payments hereunder. If MTC so terminates the applicable Supplement, AGENCY will be entitled to payment for non-recoverable Project costs incurred prior to the date of such termination, including but not limited to any amounts AGENCY owes to the owner of the Project construction sites, if such owner is not AGENCY, up to the maximum amount payable under this Agreement.
- B. If AGENCY fails to perform as specified in this Agreement and the applicable Supplement, MTC may terminate the applicable Supplement or this Agreement for cause. Termination shall be effected by serving a sixty (60) day advance written notice of termination on AGENCY, setting forth the manner in which AGENCY is in default. If AGENCY does not cure the breach or describe to MTC's satisfaction a plan for curing the breach within the sixty (60) day period, MTC may terminate this Agreement or the applicable Supplement for cause. In the event of such termination for cause, AGENCY will be entitled only to those costs incurred for already completed Project work, not to exceed the maximum amount payable under this Agreement for such Project work, however, in no event shall MTC be required to reimburse AGENCY for any costs incurred for work causing or contributing to the default.

- C. If the Project is cancelled, suspended indefinitely, or otherwise not completed for any reason, AGENCY shall repay MTC any RM1, RM2, RM3 and/or AB 1171 funds, as applicable, expended that exceed MTC's proportionate share of eligible costs for the Project.
- D. Upon completion of the Project, AGENCY will properly account for all Project costs incurred.
- E. The applicable Supplement shall terminate upon closeout of the PROJECT in accordance with Policies and Procedures in MTC Resolution No. 3636, Revised (if receiving RM2 funds) or MTC Resolution No. 4404 (if receiving RM3 funds), or on the termination date, if any, set forth in the Supplement, whichever is sooner.
- F. The terms and conditions of this Agreement include the following and each is incorporated by reference herein as if fully set forth herein.

Attachment A – Updated Initial Project Report (Allocation Request)

Attachment B – AGENCY Resolution(s) (and opinion of counsel, if applicable)

Attachment C – MTC Resolution(s) Approving Project Request(s)

Attachment D - MTC Resolution No. 3636, Revised

Attachment E – MTC Resolution No. 4404

Attachment F – Reimbursement Schedule

Attachment G – Allocation Request Schedule

EXHIBIT B-7

ADDITIONAL TERMS AND CONDITIONS

(REGIONAL DISCRETIONARY FEDERAL FUNDS INCLUDING STP AND CMAQ)

1. TERMINATION

Notwithstanding Article 8.0, TERMINATION in the Master Funding Agreement, MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, AGENCY shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If AGENCY fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and AGENCY shall be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

2. RETENTION OF RECORDS

AGENCY agrees to establish and maintain an accounting system confirming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

AGENCY further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to AGENCY or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of AGENCY audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

3. AUDITS

Notwithstanding Article 13.0, AUDITS in the Master Funding Agreement, AGENCY agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to AGENCY's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

AGENCY further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

4. LICENSE TO WORK PRODUCTS

AGENCY hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products ("Work Products") developed, prepared, or assembled by AGENCY or AGENCY's consultant(s) or its subconsultants pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a third party, without the approval of AGENCY or AGENCY's consultant(s) or subconsultants. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and

to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which AGENCY or AGENCY's consultant(s) or subconsultants purchase ownership under this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, AGENCY agrees that it shall not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

7. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

8. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

9. STATE ENERGY CONSERVATION PLAN

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

10. DEBARMENT

AGENCY certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

11. CLEAN AIR AND WATER POLLUTION ACTS

AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. LOBBYING

AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

13. INDEMNIFICATION

Notwithstanding Article 10.0, INDEMNIFICATION, in the Master Funding Agreement AGENCY shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AGENCY, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and AGENCY agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

14. COMPLIANCE WITH LAWS

AGENCY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, the State, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as an AGENCY of federal or state funds are hereby in turn imposed on AGENCY (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

AGENCY contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, AGENCY certifies that the AGENCY and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 et seq. and with the State Environmental Impact Report Guidelines (14 California Code of Regulators Section 15000 et seq.) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 et seq. and the applicable regulations thereunder.

15. IDENTIFICATION OF DOCUMENTS

AGENCY shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."



October 16, 2024

Eric Lucan, ChairMarin County Board of Supervisors

Melanie Bagby, Vice Chair Sonoma County Mayors' and Councilmembers Association

Kate Colin

Transportation Authority of Marin

Chris Coursey

Sonoma County Board of Supervisors

Rachel Farac

Transportation Authority of Marin

Debora Fudge

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Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

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Mary Sackett

Marin County Board of Supervisors

Eddy Cumins

General Manager

5401 Old Redwood Highway Suite 200 Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037 www.SonomaMarinTrain.org Sonoma-Marin Area Rail Transit Board of Directors 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954

SUBJECT: Approval of Amendment No. 3 to Agreement No. IT-PS-21-002 with Golden Five, LLC.

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Amendment No. 3 to Contract No. IT-PS-21-002 with Golden Five, LLC in an amount of \$156,873.41 for a total not-to-exceed amount of \$381,473.41 for SMART's Microsoft 365 Infrastructure.

SUMMARY

On January 1, 2022, SMART entered into an Agreement with Golden Five LLC to provide consultation, monitoring, ongoing management, and support services for SMART's SharePoint Online, Exchange Online, Active Directory Systems and Dell Data Protection Manager Systems. These systems are also referred to as SMART's Microsoft 365 Infrastructure. SMART utilizes these systems daily, so maintaining these systems in an operational state is critical.

SMART wishes to continue receiving Golden Five's services and recommends executing the two-year extension available in the Agreement. SMART also recommends increasing the not-to-exceed amount by \$156,873.41 for a new Not-to-Exceed amount of \$381,473.41 to cover the extension term.

FISCAL IMPACT: The Fiscal impact of the amendment is \$156,873.41. The funds are budgeted in the Board Adopted Budget for Fiscal Year 2025 and assumed to be available in Fiscal Years 2026 and 2027.

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

Respectfully,

/s/
Bryan Crowley
Information Systems Manager

Attachment(s): Golden Five's Contract Amendment No. 3

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND GOLDEN FIVE, LLC

This Third Amendment dated as of October 16, 2024 (the "Third Amendment"), to the Agreement by and between Golden Five, LLC (hereinafter referred to as "Consultant") and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as "SMART"), dated as of January 1, 2022 (the "Original Agreement," as amended and supplemented by the First Amendment, Second Amendment, and now this Third Amendment, the "Agreement").

RECITALS

WHEREAS, Consultant and SMART previously entered the Original Agreement on January 1, 2022, to provide Microsoft 365 managed services, and

WHEREAS, SMART previously entered into the First Amendment to the Agreement to add two sub-tasks to Task 1 of the Scope of Work and to modify the Schedules of Rates; and

WHEREAS, SMART previously entered in the Second Amendment to the Agreement to increase the not-to-exceed amount by \$30,000; and

WHEREAS, SMART desires to amend the Agreement to extend the term of the Agreement through December 31, 2026 utilizing the two-year option available in the Agreement and increase the not-to-exceed amount by \$156,873.41 for a total not-to-exceed amount of \$381,473.41; and

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

AGREEMENT

1. **"ARTICLE 5. PAYMENT"**. Article 5 Section 5.02 of the Agreement is hereby deleted and replaced with the following:

Section 5.02 Consultant shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$381,473.41 without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead

Golden Five, LLC Third Amendment IT-PS-21-002 as may be billed as a part of its labor rates set forth in **Exhibit B.** SMART does not reimburse Consultant for travel time.

2. **"ARTICLE 6. TERM OF AGREEMENT"**. Section 6.01 of the Agreement is hereby deleted and replaced with the following:

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2026, unless terminated earlier in accordance with the provisions of **Article 7** below.

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

SIGNATURE PAGE TO FOLLOW

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

	SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
Dated:	ByEddy Cumins, General Manager
	GOLDEN FIVE, LLC
Dated:	By Dr. Sonia Clavero Villarrubia, Chief Executive Officer
	APPROVED AS TO FORM:
Dated:	By District Counsel



October 16, 2024

Eric Lucan, Chair

Marin County Board of Supervisors

Melanie Bagby, Vice Chair

Sonoma County Mayors' and Councilmembers Association

Kate Colin

Transportation Authority of Marin

Chris Coursey

Sonoma County Board of Supervisors

Rachel Farac

Transportation Authority of Marin

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General Manager

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Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037

www.SonomaMarinTrain.org

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

SUBJECT: Approval of Amendment No. 1 to Agreement No. OP-PS-21-005 with Urban Transportation Associates

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Amendment No. 1 to Contract No. OP-PS-21-005 with Urban Transportation Associates, Inc. to modify the scope of work to incorporate real-time display website hosting, APC diagnostic review services, and other post implementation APC related as-needed support services and increase the not-to-exceed amount by \$51,175 for a total not-to-exceed amount of \$387,859.

SUMMARY

SMART entered into an Agreement with Urban Transportation Associates (UTA) on April 6, 2022, to furnish and install an Automatic Passenger Counter (APC) system onboard SMART's railcars and implement a cloud-based reporting software. The project has been very successful, and SMART has received excellent support from UTA. The original contract included five years warranty for parts and labor related to hardware and maintenance of existing software. A real-time train load map was provided as an added feature by the vendor, but fees were not included in the contract for map hosting or support. Since project implementation, UTA has worked with SMART to create custom analytic reports and make changes to the real-time train map. This amendment incorporates ongoing post implementation support services and associated fees into the contract. Fees for real-time map site maintenance and analytical reporting support will be on an as-needed basis.

FISCAL IMPACT: The cost of the amendment is \$51,175 for services through September 20, 2027, for a total not-to-exceed amount of \$387,859. These funds are budgeted in the Board Adopted Budget for Fiscal Year 2025 and assumed in Fiscal Years 2026 and 2027.

REVIEWED BY: [x] Finance/s/ [x] Counsel/s/	
Respectfully,	
/s/	

Emily Betts Planning Manager

Attachment(s): Urban Transportation Associates Amendment No. 1

FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND URBAN TRANSPORTATION ASSOCIATES, INC.

This First Amendment dated as of October 16, 2024 (the "First Amendment"), to the Agreement for Consultant Services by and between Urban Transportation Associates, Inc. (hereinafter referred to as "CONSULTANT") and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as "SMART"), dated as of April 6, 2022 (the "Original Agreement," as amended and supplemented by this First Amendment, the "Agreement").

RECITALS

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement on April 6, 2022 to furnish and install an Automatic Passenger Counter ("APC") system onboard SMART's railcars and implement a cloud-based reporting software; and

WHEREAS, SMART desires to amend the Agreement to modify the scope of work to incorporate real-time display website hosting, APC diagnostic review services, and other APC related as-needed services, and increase the not-to-exceed amount by \$51,175.00 for a total not-to-exceed amount of \$387,859.00;

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

AGREEMENT

- 1. **"ARTICLE 2. LIST OF EXHIBITS"**. The following exhibits are attached hereto and incorporated herein:
 - (a) Exhibit A: Scope of Work & Timeline

The Exhibit A "Scope of Work & Timeline" of the Original Agreement is hereby amended to include the Exhibit A "Scope of Work & Timeline" in this First Amendment.

(b) Exhibit B: Schedule of Rates

The Exhibit B "Schedule of Rates" in the Agreement is hereby deleted in its entirety and replaced with the Exhibit B "Schedule of Rates" included in this First Amendment.

2. **"ARTICLE 5. PAYMENT"**. Article 5 is hereby deleted in its entirety and replaced with the following:

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

Section 5.01 Consultant shall invoice SMART in arrears detailing the tasks performed pursuant to the Scope of Work requested by the SMART Manager. SMART shall pay Consultant within 30 days after submission of the invoices.

Section 5.02 Consultant shall be paid for the satisfactory completion of the work described in the Scope of Work (Exhibit A) in accordance with the Exhibit B "Schedule of Rates". The not-to-exceed (NTE) amount of \$387,859.00 for this Agreement includes labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as all other direct and indirect costs, overhead and profit allowance, equipment, materials and supplies. In no case shall Consultant be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement. Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. SMART does not reimburse for travel time.

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

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 First Amendment as of the date first set forth above.

SONOMA-MARIN AREA RAIL TRANSIT **DISTRICT** By______ Eddy Cumins, General Manager Dated: _____ URBAN TRANSPORTATION ASSOCIATES, INC. By______ Thomas Kowalski, President & CEO Dated: _____ **APPROVED AS TO FORM:** By______ District Counsel Dated: _____

EXHIBIT A SCOPE OF WORK & TIMELINE

"Section G. Ongoing Maintenance & Support Services" included herein is hereby added to Article III "Scope of Work" of the Exhibit A Scope of Work & Timeline.

G. Ongoing Maintenance & Support Services

- A. Provide Real-time Display Web Site Hosting
 - a. Consultant shall provide website hosting services for the Real-Time Display Website. These hosting services shall include the following:
 - i. Website Hosting Infrastructure:
 - 1. Consultant will ensure the hosting environment complies with industry best practices for security and performance.
 - ii. Uptime and Reliability:
 - 1. Consultant will ensure 99.9% uptime for the hosted website.
 - iii. Security:
 - 1. Consultant shall undergo annual security audits and vulnerability assessments.
 - 2. Consultant shall manage website SSL certificates for data encryption.
 - 3. Consultant shall maintain website firewall configuration to protect against unauthorized access.
 - iv. Backups and Disaster Recovery:
 - 1. Consultant shall conduct monthly backups of website data and configurations.
 - 2. Consultant shall establish a disaster recovery plan to minimize data loss in the event of failure.
 - 3. Consultant shall test backup and recovery processes periodically to ensure effectiveness.

URBAN TRANSPORTATION ASSOCIATES, INC. FIRST AMENDMENT OP-PS-21-005

b. Place of performance:

i. This work will be completed remotely.

c. Specific Access Requirements:

i. No specific access requirements are needed for this contract. All work is completed remotely.

d. SMART Resources:

i. SMART will provide timely communications with contractor throughout the term of the contract. Most communication will be done through email, phone, or meeting software such as Teams or Zoom.

e. Deliverable(s):

- i. The website hosting work will be done continuously throughout the term of the agreement. Each calendar month, Consultant shall provide a report detailing the following:
 - 1. Total uptime for the month.
 - 2. Security updates and actions taken.
 - 3. Status of backups.
 - 4. A summary of any incidents or issues corrected with the hosting in the past month.
- ii. The report shall be submitted in PDF format. Reports shall be submitted electronically to the SMART Manager.
- iii. Deliverables and invoices associated with this task shall be due to the SMART Manager no later than 30 calendar days following the last calendar day of each month for the term of this agreement.

B. APC Diagnostic Review Services

- a. Consultant shall provide:
 - i. Monitoring of APC hardware diagnostics.
 - ii. Confirmation that a maximum percentage of trips are sampled each day will be provided through daily APC monitor emails.

Each day, Consultant shall provide an email report to SMART staff confirming that a maximum percentage of trips are sampled each day.

iii. Unlimited support for SMART staff from UTA software and hardware engineers.

b. Place of performance:

- i. This work will be performed remotely.
- c. Specific Access Requirements:
 - i. No specific access requirements are needed for this contract. All work is completed remotely.

d. SMART Resources:

 SMART will provide timely communications with contractor throughout the term of the contract. Most communication will be done through email, phone, or meeting software such as Teams or Zoom.

e. Deliverable(s):

- i. Daily Reports:
 - 1. The email report detailing the daily performance of the SMART APC system shall be sent no more than 48 hours after the conclusion of the day being reported on.
- ii. Invoices associated with this task shall be due to the SMART Manager no later than 30 calendar days following the last calendar day of each month for the term of this agreement.

C. As-Needed Website Maintenance and Support

a. Consultant will provide other as-needed maintenance and customization support related to the APC system on a task order basis. All task orders will be issued in writing. Task Order work will be on a time and materials basis in accordance with the rates identified in the Exhibit B "Schedule of Rates".

Consultant may be tasked with the following as needed services. The following list is not all-inclusive:

i. Maintenance and Customization of the Train Real-Time display and website hosting.

- ii. Analysis support to assist with rationalizing any questions/discrepancy in the reporting software package.
- iii. Provisioning and supporting new, special, and ad-hoc reports. This may include, providing these reports and interpretative support to outside consultants using SMART's APC data collected, as requested by SMART.
- iv. Other as-needed tasks as mutually agreed upon by SMART and Consultant.
- b. The specific scope of work, requirements, and deliverables will be defined as part of the task order. Upon completion of the work detailed in the task order, Contractor shall provide any deliverables and invoices to the SMART Manager no later than 30 calendar days following the issuance of a Notice-to-Proceed for the task.

EXHIBIT B SCHEDULE OF RATES

I. PROJECT IMPLEMENTATION FEES

MILESTONE	DESCRIPTION	FEE
1	Installation of Equipment	\$174,410.40
2	Testing of Equipment	\$72,671.00
3	Training of SMART Staff	\$14,534.20
4	SMART Receives APC Certification from FTA	\$29,068.40
	TOTAL:	\$290,684.00

Milestones shall be invoiced at the completion of all work associated with each milestone and upon written notice of acceptance by SMART. Consultant shall include the SMART issued notice of acceptance with each invoice submission.

The fees above include all labor, supervision, insurance, overhead, profit, equipment, materials, supplies, travel costs, and any other direct and indirect costs associated with performing the work.

II. POST IMPLEMENTATION WARRANTY FEES

YEAR	DESCRIPTION	ANNUAL FEE
1	Year 1 Warranty	\$9,200.00
2	Year 2 Warranty	\$9,200.00
3	Year 3 Warranty	\$9,200.00
4	Year 4 Warranty	\$9,200.00
5	Year 5 Warranty	\$9,200.00
	TOTAL:	\$46,000.00

Warranty fees shall be invoiced at the start of the warranty period. The invoice will cover each 12-month period.

The fees above include all labor, supervision, insurance, overhead, profit, equipment, materials, supplies, travel costs, and any other direct and indirect costs associated with performing the work.

III. ONGOING MAINTENANCE AND SUPPORT

- a. Real-Time Display Web Site Hosting: \$200 per Month
- b. APC Diagnostic Review: \$105.00 per Month
- c. As-Needed Real-Time Display Web Site Maintenance & Support and Analytical Reporting Web Site Updates: \$135.00 per Hour



Eric Lucan. Chair

Marin County Board of Supervisors

Melanie Bagby, Vice Chair

Sonoma County Mayors' and Councilmembers Association

Kate Colin

Transportation Authority of Marin

Chris Coursey

Sonoma County Board of Supervisors

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Eddy Cumins

General Manager

5401 Old Redwood Highway Suite 200

Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037

www.SonomaMarinTrain.org

October 16, 2024

Sonoma-Marin Area Rail Transit Board of Directors

5401 Old Redwood Highway, Suite 200

Petaluma, CA 94954

SUBJECT: Petaluma North Station - Preparation for Passenger Service -

Planned System Closure

Dear Board Members:

RECOMMENDATION: Informational Item

SUMMARY:

As a follow-up to information provided during the September 18, 2024, meeting of SMART's Board of Directors, SMART's General Manager has directed staff to provide information to the Board regarding the planned system closure that is necessary to prepare the Petaluma North Station for passenger service, which is planned to become operational in December of 2024.

This presentation will provide details about the upcoming planned system closure, including information about the Public Outreach and Communications activities that will be conducted in support of the closure.

REVIEWED BY: [x] Finance _____/s/_ [x] Counsel ____/s/_

Very truly yours,

/s/

Aaron Parkes

Manager of Train Control Systems



October 16, 2024

Eric Lucan, ChairMarin County Board of Supervisors

Melanie Bagby, Vice Chair Sonoma County Mayors' and Councilmembers Association

Kate Colin Transportation Authority of Marin

Chris CourseySonoma County Board of Supervisors

Rachel Farac Transportation Authority of Marin

Debora Fudge Sonoma County Mayors' and Councilmembers Association

Patty Garbarino Golden Gate Bridge, Highway/Transportation District

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

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Marin County Council of Mayors and

Councilmembers

Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and

Sonoma County Mayors' and Councilmembers Association

Mary Sackett Marin County Board of Supervisors

Eddy Cumins General Manager

David Rabbitt

5401 Old Redwood Highway Suite 200 Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037 www.SonomaMarinTrain.org Sonoma-Marin Area Rail Transit Board of Directors 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954

SUBJECT: Strategic Plan Update

Dear Board Members:

RECOMMENDATION: Information only

SUMMARY

SMART continues to develop the 2024-2029 Strategic Plan, following the outreach process previously outlined to the Board. Building on the online workshops held in early 2024, staff have continued to receive input from a wide range of stakeholders, both in person and online.

On Wednesday September 25th, SMART conducted an in-person open house public workshop at the Petaluma Arts Center, located adjacent to the SMART Petaluma Downtown Station. The event was well attended, with around 150 participants joining staff for updates on SMART and interactive exhibits related to the Strategic Plan.

SMART presented the strategies and actions from the draft strategic plan for each goal area (Ridership, Pathways, Extensions, Freight) and invited participants to place dots next to their highest priority strategies and actions. Community members could also write comments on sticky notes corresponding to each goal area. SMART staff were available to answer questions regarding the strategic plan and the future of SMART. Community members placed over 700 dots on the various posters and left over 60 comments on sticky notes.

SMART will present a final draft of the Strategic Plan to the Citizens Oversight Committee (COC) and the Board of Directors in November 2024, with the final Plan presented to the Board for approval in December.

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

Respectfully,

/s/ Emily Betts Planning Manager



October 16, 2024

Eric Lucan, ChairMarin County Board of Supervisors

Melanie Bagby, Vice Chair Sonoma County Mayors' and Councilmembers Association 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954

Sonoma- Marin Area Rail Transit Board of Directors

SUBJECT: Budget Amendment #7 - Amend the Fiscal Year (FY) 2025 Adopted Budget

Kate Colin

Transportation Authority of Marin

Chris Coursey

Sonoma County Board of Supervisors

Rachel Farac

Transportation Authority of Marin

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

Barbara Pahre

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Marin County Council of Mayors and Councilmembers

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Mary Sackett

Marin County Board of Supervisors

Eddy Cumins

General Manager

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

Dear Board Members:

Adopt Resolution No. 2024-37, amending Resolution No. 2024-19, the Fiscal Year 2025 Adopted Budget to adjust funding to the Windsor Extension project.

SUMMARY:

SMART is currently pushing ahead with its many design and construction projects as part of its ambitious capital project in the current fiscal year. As the year progresses, we are adjusting funding needs to be able to complete these projects. To complete these projects in the current year, we need to bring additional funding into FY 2025.

This Amendment advances \$120,000 of funds that are programmed in FY 2026 to FY 2025 as that work will be done sooner than anticipated. In addition, there is a shortfall of \$225,000 in FY 2025 that needs to be funded. Both modifications to the FY 2025 budget will be funded with Measure Q.

		ns for Congested		ffordable Housing		Affordable Housing ainable Communities -	Measure Q	
Funding Sources	Corridors Program		- Mid-Pen		Windsor			
FY25	\$	13,341,386	\$	2,038,161	\$	750,000	\$ 625,829.00	
Amendment No. 1	\$	(318,064)	\$	1,554,730	\$	-	\$ -	
Amendment No. 7	\$	-	\$	-	\$	-	\$ 345,000.00	
Amended Total FY25	\$	13,023,322	\$	3,592,891	\$	750,000	\$ 970,829	

FISCAL IMPACT: The overall fiscal impact of this Budget Amendment #7 is a reduction to the fund balance of \$345,000.

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

Sincerely,
/s/
Heather McKillop
Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2024-37 -Budget Amendment #7
- 2) Appendix A to the Fiscal Year 2025 Budget

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

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

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

WHEREAS, the Board approved Budget Amendment #2, which modfied the expenditure authority to provide for the purchase of land; and

WHEREAS, the Board approved Budget Amendment #3, to modify expenditure authority for the rollforward of funds; and

WHEREAS, the Board approved Budget Amendment #4, to program Local Partnership Program funds to partially fund the purchase of Hi-Rail vehicles; and

WHEREAS, the Board approved Budget Amendment #5, to modify expenditure authority to reflect the reduction of Federal 5337 State of Good Repair funds; and

WHEREAS, the Board approved Budget Amendment #6, to program new revenues and increase expenditure authority for freight; and

WHEREAS, the Board desires to Amend the Annual Budget Resolution No. 2024-19 to modify the expenditure authority to adjust funding to the Windsor Extension Project.

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

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

Resolution No. 2024-37 Sonoma-Marin Area Rail Transit District October 16, 2024

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 16th day of October 2024, by the following vote:

DIRECTORS: AYES: NOES: ABSENT: ABSTAIN:	
	Eric Lucan, Chair, Board of Directors Sonoma-Marin Area Rail Transit District
ATTEST:	
Leticia Rosas, Clerk of the Board of Directors Sonoma-Marin Area Rail Transit District	

Page 2 of 2

ISCAL Y	YEAR 2024-2025 DRAFT BUDGET - SOURCES AND U	SES	5										
		F	A Y25 Adopted		В	С		D	E	F			G
			Budget		mendment #1	Amendme	t #2	Amendment #3	Amendment #4	Amendment #5	Amendment #7		ended Budget
Begini Reven	ning Fund Balance *	\$	81,342,877	\$	(3,766,550)	\$	-	\$ (4,814,561)	\$ -	\$ (220,394)	\$ (345,000)	\$	72,196,372
SMAR	RT S&U Tax					,							
Measu Measu	ure Q ure Q Roll Forward	\$	50,426,000	\$	1,432,038	Ş	-	\$ 754,382	\$ (115,137)	\$ 220,394		\$	50,426,000 2,291,67
Federa	ral Funds				1,132,030								
	- Urbanized Area Formula Funds (Preventative Maintenance) - Federal State of Good Repair Funds	\$	3,770,292 6,350,000		-	\$	-	\$ -	\$ -	\$ (6,350,000)		\$	3,770,29
	etionary Earmark	\$	1,800,000		-	\$	-	\$ -	\$ -	\$ (6,330,000)		\$	1,800,00
	Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$	1,499,298		-	\$	-	\$ 250,000	\$ -	\$ -		\$	1,749,29
	uicide Prevention Grant : Strike (CMAQ) McInnis to Smith Ranch Rd	\$	15,943 789,308		-	\$	-	\$ -	\$ - \$ -	\$ - \$ -		\$	15,94 997,14
3 State I		۶	705,300	۶	-	,		3 207,833	3	,		۶	337,14
	- Roseland Village (Round5)	\$	2,263,161	\$	1,554,730	\$	-	\$ -	\$ -	\$ -		\$	3,817,89
	- Kashia Tribe (Round 7) - Petaluma (Danco)	\$	750,000 2,549,485		-	\$	-	\$ -	\$ -	\$ -		\$	750,00 2,549,48
7 ATP - 9	SoCo Pathway - CTC/Caltrans/MTC	\$	8,104,983	\$	(1,315,602)	\$	-	\$ -	\$ -	\$ -		\$	6,789,38
	ans Sustainability Communities Competative Planning Grant	\$	400,000		-	\$	-	\$ -	\$ -	\$ -		\$	400,00
	California Transit Grant P - Low Carbon Transit Operating	\$	881,316 566,356		-	\$	-	\$ -	\$ - \$ -	\$ -		\$	881,31 566,35
1 LPP - L	Local Partnership Program	\$	789,308	\$	-	\$	-	\$ 207,835	\$ 115,137	\$ -		\$	1,112,28
	Windsor Systems	\$	3,230,381		- (240.054)	\$	-	\$ 3,394,509	\$ -	\$ -		\$	6,624,89
3 SCC - \ 4 SRA - S	State Rail Assistance	\$	13,341,386 3,700,000		(318,064)	\$	-	\$ -	\$ -	\$ -		\$	13,023,32 3,700,00
	State Transit Assistance (Population)	\$	1,162,223		-	\$	-	\$ -	\$ -	\$ -		\$	1,162,22
	State Transit Assistance (Revenue)	\$	2,451,807		-	\$	-	\$ -	\$ -	\$ -		\$	2,451,80
	SGR (State of Good Repair) Funds - Shuttle Service	\$	340,634 500,000		-	\$	-	\$ -	\$ -	\$ - \$ -		\$	340,63 500,00
	- Petaluma North and McDowell Crossing	\$	6,774,657		1,785,065	\$	-	\$ -	\$ -	\$ -		\$	8,559,72
	- Windsor to Healdsburg	\$	1,450,000			\$	-	\$ -	\$ -	\$ -		\$	1,450,00
	onal Funds	ć		ć		Ś		\$ -	\$ -	\$ -		ć	
	ure M - SCTA Governments	\$	1,401,532	\$	628,383	Ś	-	\$ -	\$ -	\$ -		\$	2,029,91
	nal Measure 3 (RM3)	\$	1,276,000		-	\$	-	\$ -	\$ -	\$ -		\$	1,276,00
	r Sources												
6 Advert	es for Services	\$	132,100 109,564	\$	-	\$	-	\$ - \$ -	\$ -	\$ - \$ -		\$	132,10 109,56
	Revenues	\$	2,215,290		-	\$	-	\$ -	\$ -	\$ -		\$	2,215,29
	est Earning	\$	1,500,000		-	\$	-	\$ -	\$ -	\$ -		\$	1,500,00
0 Misc. 1 Parkin		\$	54,257 11,400		-	\$	-	\$ -	\$ -	\$ -		\$	54,25 11,40
	- Real Estate	\$	479,636	\$	-	Ś	-	\$ -	\$ -	\$ -		\$	479,63
	le Revenues	\$	1,200	\$	-	\$	-	\$ -	\$ -	\$ -		\$	1,20
	Revenues	\$	121,087,517		3,766,550	\$	-	\$ 4,814,561	\$ -	\$ (6,129,606)		\$	123,539,022
5 Total I	Revenues + Fund Balance	\$	202,430,394	\$	-	>	_	\$ -	\$ -	\$ (6,350,000)		\$	195,735,39
		F	Y25 Adopted										
17 18 Debt S	Service	Ś	16,904,116	Ś	mendment #1	Amendme	t #2	Amendment #3	Amendment #4	Amendment #5	Amendment #7	Ś	16,904,11
	es & Benefits	\$	28,822,096	\$	-	\$	-	\$ -	\$ -	\$ -		\$	28,822,09
	ction for Salaries Charged to Projects	\$	(1,655,611)		-	\$	-	\$ -	\$ -	\$ -		\$	(1,655,61
	ction for Allocation of Salaries/ Services/ Supplies to Freight te & Supplies	\$	(32,895) 19,671,720		-	\$	-	\$ -	\$ - \$ -	\$ - \$ -		\$	(32,89 19,671,72
	Salaries, Benefits, Service, & Supplies	\$	46,805,310		-	\$	-	\$ -	\$ -	\$ -		\$	46,805,31
4 Contri	ibution to OPEB/ CalPERS Liability Fund	\$	1,000,000		-	\$	-	\$ -	\$ -	\$ -		\$	1,000,00
	ibution to Capital Sinking Fund ating Reserve	\$	2,000,000 450,346		-	\$ (1,30 \$	7,750)	\$ -	\$ -	\$ -		\$	692,250 450,340
	Reserve Contributions	\$	3,450,346		-		7,750)		\$ -	\$ -		\$	2,142,59
8 Total I	Debt Service, Operating, Reserves	\$	67,159,722		-		7,750)		\$ -	\$ -		\$	65,851,97
Balanc	ce	\$	135,270,672	\$	-	\$ (1,30	,750)	\$ -	\$ -	\$ (6,350,000)		\$	129,883,422
51		٢	Y25 Adopted Budget	Aı	mendment #1	Amendmei	t #2	Amendment #3	Amendment #4	Amendment #5	Amendment #7	Am	ended Budget
52													
	of Good Repair and Projects	ć		4		ć		ć	ć			,	
4 Bridge 5 DMU		\$	1,331,218	\$	-	\$	-	\$ -	\$ -	\$ (200,000)		\$	1,131,21
6 Equipr	ment	\$	1,200,000		-	\$	-	\$ -	\$ -	\$ (1,200,000)		\$	-,,
	mation Technology	\$	813,910		÷	\$	-	\$ -	\$ -	\$ (368,560)		\$	445,35
	Revenue Vehicles y and Security	\$	921,654 15,943		-	\$	-	\$ -	\$ -			\$	921,65 15,94
	, MOW, and Facilities	\$	475,827		-	\$	-	\$ -	\$ -	\$ (20,489)		\$	455,33
1 Train (\$	2,500,000		-	\$	-	\$ -	\$ -	\$ (2,460,000)		\$	40,00
	State of Good Repair	\$	7,258,552		-	\$	-	\$ -	\$ -	\$ (4,249,049)		\$	3,009,50
2 TELINILO	onmental and Mitigation ing - Studies	\$	1,338,666 445,403		-	\$	-	\$ -	\$ -			\$	1,338,66 445,40
	ing - Capital	\$	450,000	\$	-	\$	-	\$ -	\$ -			\$	450,00
4 Planni 5 Planni		\$	100,000		-	\$	-	\$ -	\$ -			\$	100,00
4 Planni 5 Planni 6 Shuttle							-	\$ -	\$ -			\$	1,133,03
4 Planni 5 Planni 6 Shuttle 7 Other	Construction	\$	1,108,632		24,407	\$	-	Š -	Ś -	\$ (1.715.357)		1.5	
Planni Planni Shuttle Other Miscel	Construction			\$			-	\$ -	\$ -	\$ (1,715,357) \$ (1,715,357)		\$	3,467,10
4 Planni 5 Planni 6 Shuttle 7 Other 8 Miscel 9 Total I	r Construction ellaneous	\$	1,108,632 1,715,357 5,158,058	\$	-		-						3,467,10
4 Planni 5 Planni 6 Shuttle 7 Other 8 Miscel 9 Total I	r Construction ellaneous	\$	1,108,632 1,715,357 5,158,058 Y25 Adopted	\$	24,407	\$	-	\$ -	\$ -	\$ (1,715,357)	Amendment #7	\$	
Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Planni Pl	r Construction ellaneous	\$	1,108,632 1,715,357 5,158,058	\$	-		-				Amendment #7	\$	
4 Planni 5 Planni 6 Shuttle 7 Other 8 Miscel 9 Total I 0 1 2 3 Capita	Construction Ellaneous Planning, Environmental, Other Construction, Shuttle	\$ \$ F	1,108,632 1,715,357 5,158,058 Y25 Adopted Budget	\$ \$ Ai	- 24,407 mendment #1	\$	- t #2	Amendment #3	Amendment #4	\$ (1,715,357)		\$ Am	ended Budge
4 Planni 5 Planni 6 Shuttle 7 Other 8 Miscel 9 Total I 0 1 2 3 Capita 4 Expans	Construction Illaneous Planning, Environmental, Other Construction, Shuttle al Projects sision	\$ \$ F	1,108,632 1,715,357 5,158,058 Y25 Adopted Budget 37,955,872	\$ \$ Aı	24,407	\$ \$ Amendmen	- it #2 -	Amendment #3 \$ 3,644,509	Amendment #4	\$ (1,715,357)	Amendment #7	Am \$	ended Budge 46,190,09
4 Planni 5 Planni 6 Shuttle 7 Other 8 Miscel 9 Total I 0 1 1 2 2 3 Capita 4 Expan: 5 Pathw	Construction Illaneous Planning, Environmental, Other Construction, Shuttle al Projects sision ways - Design and Permitting	\$ \$ F	1,108,632 1,715,357 5,158,058 Y25 Adopted Budget 37,955,872 6,051,072	\$ \$ AI	24,407 mendment #1 4,244,709	\$ \$ \$ Amendment	- t #2	Amendment #3 \$ 3,644,509 \$ -	Amendment #4 \$ - \$ - \$ -	\$ (1,715,357) Amendment #5		\$ Am \$ \$	46,190,09 6,051,07
4 Planni 5 Planni 6 Shuttle 7 Other 8 Miscel 9 Total I 0 11 22 3 Capita 4 Expan: 5 Pathw 6 Pathw	Construction Illaneous Planning, Environmental, Other Construction, Shuttle al Projects sision	\$ \$ F	1,108,632 1,715,357 5,158,058 Y25 Adopted Budget 37,955,872	\$ \$ Ai \$ \$ \$ \$	- 24,407 mendment #1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- t#2 - -	Amendment #3 \$ 3,644,509	Amendment #4 \$ - \$ - \$ -	\$ (1,715,357)		Am \$	3,467,10 ended Budget 46,190,09 6,051,07 21,657,53 1,307,75 75,206,44



Eric Lucan, Chair

Marin County Board of Supervisors

Melanie Bagby, Vice Chair

Sonoma County Mayors' and Councilmembers Association

Kate Colin

Transportation Authority of Marin

Chris Coursey

Sonoma County Board of Supervisors

Rachel Farac

Transportation Authority of Marin

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

Barbara Pahre

Golden Gate Bridge, Highway/Transportation District

Gabe Paulson

Marin County Council of Mayors and Councilmembers

David Rabbitt

Sonoma County Board of Supervisors

Chris Rogers

Sonoma County Mayors' and Councilmembers Association

Mary Sackett

Marin County Board of Supervisors

Eddy Cumins

General Manager

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

www.SonomaMarinTrain.org

October 16, 2024

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

SUBJECT: Budget Amendment #8 - Amends the Fiscal Year (FY) 2025 Adopted Budget

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution No. 2024-38, amending Resolution No. 2024-19, the FY 2025 Adopted Budget to add fund balance from FY 2025 and increase expenditure authority for freight.

SUMMARY:

We have finished closing FY 2024 and we have an unencumbered fund balance of \$213,236. We want to utilize these funds, plus \$270,000 of the State Shortline Grant, and \$56,764 of the freight fund balance to fund (3) three bridges which need repair. The three bridges are:

- Novato Creek \$65,000
- Sear Point Drainage \$225,000
- Wingo (Sonoma Creek) \$250,000

These projects total \$540,000. After this action, there will be a fund balance of \$61,784.

FISCAL IMPACT: This action reflects the fund balance of \$213,236 at the end of FY 2024 and budgets that fund balance plus \$270,000 of State Shortline Grant funds and \$56,764 of existing fund balance (\$213,236 + \$270,000 + \$56,764) for a total of \$540,000 to fund (3) three bridges.

REVIEWED BY:	[x] Finance_	/s/	[x] Counsel_	/s/

Sincerely,

/s/ Heather McKillop Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2024-38, Budget Amendment #8
- 2) Appendix B to the Fiscal Year 2025 Budget

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

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

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

WHEREAS, the Board approved Budget Amendment #2, which modfied the expenditure authority to provide for the purchase of land; and

WHEREAS, the Board approved Budget Amendment #3, to modify expenditure authority for the rollforward of funds; and

WHEREAS, the Board approved Budget Amendment #4, to program Local Partnership Program funds to partially fund the purchase of Hi-Rail vehicles; and

WHEREAS, the Board approved Budget Amendment #5, to modify expenditure authority to reflect the reduction of Federal 5337 State of Good Repair funds; and

WHEREAS, the Board approved Budget Amendment #6, to program new revenues and increase expenditure authority for freight; and

WHEREAS, the Board approved Budget Amendment #7, to modify expenditure authority to adjust funding to the Windsor Extension Project; and

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

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

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

Resolution No. 2024-38 Sonoma-Marin Area Rail Transit District October 16, 2024

DIRECTORS:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Eric Lucan, Chair, Board of Directors
	Sonoma-Marin Area Rail Transit District
ATTEST:	
Leticia Rosas, Clerk of the Board of Directors	
Sonoma-Marin Area Rail Transit District	

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin

Area Rail Transit District held on the 16th day of October 2024, by the following vote:

Appendix B - Freight Sources and Uses									
	Fiscal Year 2024-2025 Budget								
			Α		В				С
			5.425 D. I		Budget	٦	Budget		
		_	FY25 Budget						ended Budget
1	Beginning Fund Balance	\$	-	\$	-	\$	213,236	\$	213,236
2	Revenues			.					
3	State Grant (42341)	\$	393,549	\$	-	\$	-	\$	393,549
4	State Shortline Grant	\$	83,960	\$	45,816	\$	270,000	\$	399,776
5	Freight Movement Fees	\$	700,000	\$	-	\$	-	\$	700,000
6	Leases	\$	270,000	\$	-	\$	-	\$	270,000
7	Storage	\$	104,800	\$	-	\$	-	\$	104,800
8	45(g) Tax Credit & Misc. Revenues	\$	253,000	\$	340,000	\$	-	\$	593,000
9	Total Revenues	\$	1,805,309	\$	385,816	\$	270,000	\$	2,461,125
10	Total Revenues + Fund Balance	\$	1,805,309	\$	385,816	\$	483,236	\$	2,674,361
11									
12			FY25 Budget		Difference			Difference	
13									
14	Salaries & Benefits	\$	870,099	\$	-	\$	-	\$	870,099
15	Service & Supplies	\$	767,290	\$	175,635	\$	-	\$	942,925
16	Total Salaries, Benefits, Services, & Supplies	\$	1,637,389	\$	175,635	\$	-	\$	1,813,024
17	Balance	\$	167,920	\$	210,181	\$	-	\$	861,337
18									
19			FY25 Budget		Difference			Difference	
20									
21	Brazos Branch Bridge Repairs (High Priority)	\$	-	\$	-	\$	_	\$	-
22	Brazos Branch Bridge Repairs - Phase II	\$	67,920	\$	-	\$	540,000	\$	607,920
23	Tie Replacement	\$	-	\$	50,000	\$	-	\$	50,000
24	Grade Crossing Repair	\$	100,000	\$	41,633	\$	_	\$	141,633
25	Total Capital & State of Good Repair	\$	167,920	\$	91,633	\$	540,000	\$	799,553
26	Balance	\$	-	\$	118,548	\$	(56,764)	\$	61,784