



**BOARD OF DIRECTORS
MEETING AGENDA
October 6, 2021 – 1:30 PM**

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

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

[ZOOM TELECONFERENCE INSTRUCTIONS](#)

PUBLIC COMMENT PRIOR TO MEETING:

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

PUBLIC COMMENT DURING THE MEETING:

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

1. Call to Order
2. Approval of the September 10, 2021 Special Board Meeting Minutes
3. Approval of the September 15, 2021 Board Meeting Minutes
4. Board Member Announcements
5. General Manager’s Report
6. Public Comment on Non-Agenda Items
7. Consent Calendar
 - a. Approval of Monthly Financial Reports
 - b. Authorize the General Manager to modify the existing 401(a) Money Purchase Plan to allow for SMART to contribute up to the maximum allowable IRS limit

Regular Calendar

8. Approve a Resolution Authorizing the General Manager to Execute Contract No. EV-BB-21-001 with Hanford Applied Restoration and Conservation for Implementation and Monitoring of the San Rafael Creek Riparian Enhancement Project for an amount of \$234,800
9. Authorize the General Manager to Award a Contract to BBM Railway Equipment, LLC to Manufacture and Furnish a Railroad Wheel Press Machine in the amount of \$1,041,500
10. Approve a Resolution Regarding Tele/Video-Conference Meetings During the COVID-19 State of Emergency
11. Short Range Transit Plan (*Information/Discussion*)
12. Approve a Resolution Adopting Policy HRM 0025, COVID-19 Vaccination and Testing Policy for Staff and Members of the Board of Directors
13. Closed Session
 - a. Conference with Board of Directors Regarding Labor Negotiations General Manager Recruitment – Pursuant to California Government Code Section 54957.6
Agency Designated Representative: Board of Director’s Chair
Employee: Unrepresented
 - b. Conference with Legal Counsel Regarding Existing Litigation pursuant to California Government Code Section 54956.9(a); Szele v. Sonoma-Marin Rail Transit District Marin County Superior Court Case No. CIV-210323; Number of cases: 1
 - c. Conference with legal counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Naumik v. Sonoma-Marin Rail Transit District, City of San Rafael, County of Marin; Marin County Superior Court Case No. CIV-2100734; Number of cases: 1
14. Next Regular Meeting of the Board of Directors, October 20 , 2021 – 1:30 PM
15. Adjournment

DISABLED ACCOMODATIONS:

Upon request, SMART will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service or alternative format requested at least two (2) days before the meeting. Requests should be emailed to Leticia Rosas-Mendoza, Clerk of the Board at lrosas-mendoza@sonomamarintrain.org or submitted by phone at (707) 794-3072. Requests made by mail SMART’s, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
September 10, 2021 - 8:30 AM
5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954**

**MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON
IN ACCORDANCE WITH GOVERNOR’S EXECUTIVE ORDERS N-25-20 AND N-29-20
THE SMART BOARD OF DIRECTORS MEETING WILL BE THROUGH ZOOM AND IN PERSON**

1. Call to Order
Chair Rabbitt called the meeting to order at 8:51am. Directors Arnold, Bagby, Connolly, Fudge, Garbarino, Gorin, Hillmer, Lucan, Pahre and Rogers were present. (Director Colin joined later)

2. Public Comment
None

Chair Rabbitt adjourned the Board to Closes Session at 8:52am on the following:

- 3 Closed Session - Conference with Board of Directors to Consider Public Employee Candidates for the position of General Manager – General Manager Recruitment – Pursuant to California Government Code Section 54957(b)(1)

Director Colin joined at 2:00pm

4. Report Out of Closed Session

Chair Rabbitt reported out of Closed Session at 2:50pm on the following:

Closed Session - Conference with Board of Directors to Consider Public Employee Candidates for the position of General Manager – General Manager Recruitment – Pursuant to California Government Code Section 54957(b)(1)

Report Out: Direction given to staff

5. Adjournment - Meeting adjourned at 2:52pm

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES
September 15, 2021 - 1:30 PM**

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

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

1. Call to Order

Chair Rabbitt called the meeting to order at 1:31pm. Directors Arnold, Bagby, Colin, Connolly, Fudge, Garbarino, Gorin, Hillmer, Lucan, and Pahre were present; Director Rogers absent.

2. Approval of the July 21, 2021, Board Minutes

MOTION: Director Hillmer moved approval of July 21, 2021; Board Minutes as presented. Director Fudge second. The motion carried 11-0 (Director Rogers absent).

3. Board Members Announcements

None

4. General Manager's Report

General Manager Mansourian stated since the start of passenger service in August 2017, SMART has carried 2,063,000 passengers, 221,000 bicycles, and over 7,900 wheelchairs.

He said that staff has been working with Golden Gate Bridge Ferry staff on how to optimize and continue to do more connection coordination between the SMART train and the Larkspur Ferry. Both agencies have been working very hard on optimizing the connection. Golden Gate Bridge's General Manager has assigned the staff and will be discussing changes in next few weeks.

Lastly, at the request of Dir. Collin and the recent newspaper articles regarding coal freight transportation he provided an update.

General Manager Mansourian has been in contact with Chair Rabbitt, Senator McGuire, and Congressman Hoffman, and what happened was that during the Surface Transportation Board hearing they were discussing NCRA rail banking and a brand-new company that was just registered offered to spend over a billion dollar and rehabilitating the rail so they can bring coal from Montana and Utah and delivered to Humboldt Port and to ship overseas. That was the genesis of the presentation that was made to Surface Transportation Board. There was a very strong reaction from our elected officials and many residents.

At this time, SMART has not received any proposals or been contacted. Nobody has contacted SMART or provided its process if they intent to use the railroad. The cost of rehabilitating the line will be many billions of dollars. This rail area has extremely sensitive environmental areas in which will have tremendous challenges and ongoing mitigation cost and will add hundreds of millions of dollars to repair. When a proposal does materialize, General Manager Mansourian will make sure that Board is informed immediately and will proceed accordingly.

Comments

Chair Rabbitt stated that on the coal issue, he thinks it's safe to say that we're all bit taken back when the news of this potential thing broke. He said he is personally adamantly opposed to this idea for so many different reasons. The global environment environmental impact of shipping coal overseas to markets to supply a polluting field factories and power plants it's just so counter to what we are doing in Sonoma and Marin Counties, as well as the State of California. It seems like a massive step backwards in reducing greenhouse gas emissions, which we take very seriously and have been working very hard on and making huge investments. SMART is also about reducing greenhouse gas emissions by taking single occupancy vehicles off the highway so it's contrary to even the goals of this Agency, and not only that, as the General Manager said, rebuilding the rail line through the pristine yellow river and the Russian River basins could have such detrimental effects to the sensitive ecosystems and it's cost prohibitive. The impacts of accommodating freight would disturb the pristine land. The entire thing makes no sense, and we need to take it seriously as big money is behind it. It is a massive problem and what it would take to fill a ship up with enough coal to make this whole prospect work and the size of those coal trains coming through our jurisdictions with that grade crossings, it is a nightmare scenario. Our own jurisdictions are taking lots of action working behind the scenes adopting Resolutions, making sure that we're talking to our Legislators; Congressman Huffman, Congressman Thompson, Senator McGuire, Senator Dodd, and everyone else. Through the General Manager this Board will take the appropriate actions at the appropriate time, we have a little bit of a sensitivity in terms of the freight, and what we're required or not required to do through the Federal Government, and we make the right decisions at the right times going forward.

Director Lucan stated that this is very concerning to everyone. In an article somebody tried to refer to these coal trains as clean coal trains and he could not help to be disgusted by the fact there is no such thing as clean coal. They have no place traversing through Marin and Sonoma Counties.

He said that as Chair for the Transportation Authority of Marin, he has addressed the issue with staff as well as the Executive Committee Meeting on Monday to find out the role of the

Transportation Authority of Marin as a planning agency with regards to the significant safety, environmental, and traffic impacts for these large rail cars that hypothetically might come through our jurisdictions. He asked if SMART would be the agency to insure, they comply with Positive Train Control, his understanding is that Federal Railroad Administration would say that freight on SMART's rail would need to comply with Positive Train Control. General Manager Mansourian responded that the movement of goods, is regulated by the Federal Government Surface Transportation Board and then Federal Railroad administration. The movement of freight through SMART's line, the operator needs to comply with the federal standards. SMART's job is to ensure that every Federal Regulation required is fully complied with whether its Positive Train Control, type of vehicle, the brake system and many different types of regulations, SMART's staff will assure that those are fully complied with when there is such a proposal.

Director Lucan stated that there is an important point to say that here at SMART, we do have a role in determining whether these compliance measures are to the strictest of capacities if it ever gets to that point.

Chair Rabbitt stated that he was not happy when the first article was reported, because obviously they were looking for the angle from the Chair of SMART to talk about what SMART could and could not do. He made the issues known to the reporter and he received note saying, "a paragraph of the quote from you, describing your opposition, was lost in editing". The 30 minute conversation, 28 minutes was about the crazy idea, and then the question regarding what SMART could and could not do legally and, as we all know that conversation has different parameters, and sometimes you don't get to dictate what gets in the paper and at least they admitted that it was edited.

Director Connolly stated that it is very troubling news is certainly as tampered some good news from Sacramento with the passage of Senator McGuire Senate Bill 69 which is the vision of the Great Redwood Trail. The Bill is now on the Governor's desk, the Marin County Board of Supervisors, has written a letter to the Governor in support of the Legislation. The bad news, that has come to our attention is the shady corporation North Coast Rail Company, LLC has apparently file to acquire and rehabilitate the rail line for high volume shipments. It has been noted that this proposal would directly be simpler at the goals of the Great Redwood Trail to preserve and protect our natural environment and repair damages caused by the rail. The North Coast Railroad, LLC seeks to ship coal overseas. He said that the Marin County Board of Supervisors will be considering an opposition Resolution and other agencies are doing the same.

Director Gorin thanked General Manager Mansourian and Chair Rabbitt for the report. She shares the horror at the prospect of the enormous numbers of railcars loaded with coal coming through Marin and Sonoma County and the devastation for the potential for a bike path going along the rail lines. She is sure that the Sonoma County Board of Supervisors and several cities will make official resolutions opposing this issue. She is certain that General Manager Mansourian has already contacted the legislative lobbyists in Sacramento and Washington to oppose this issue and figure out the next steps. She asked when it will be the right time for action. General Manager Mansourian responded that SMART has not received

a proposal, been contacted, or know the company and nobody has contacted us regarding this issue other than Working with our Congressmen, Senators staff and Chair Rabbitt. He recommends that when SMART receives a proposal, or an interest from a shipper that is not trying to derail Senate Bill 69 efforts he will immediately coordinate with the Board on those options with a briefing from SMART's Legal Counsel to inform the Board the legal authorities and the federal regulations. Any action the Board takes at its earliest time follows the regulations and authorities. Staff will continue to monitor this, and he will inform the next General Manager of the sensitivity of the issue. He will continue to inform the Board of anything that takes place. Director Gorin said that she is worried that an action will be taken to late, however there are a lot of conversations happening at this time. She comes from family employed by the steel industry and certainly working with coal gasification and are not fossil fuel families in my own electric home. She serves on the energy, environment, land use committee and NACO and Wyoming and Montana really tried to force resolutions through that committee, forcing Washington State to build a deep water port for the export of coal and that resolution did not go very far and now they're trying other mechanisms.

Director Bagby thanked staff for the briefing and asked what level of outrage we should be expressing and the appropriate way to channel it. The outrage is justified to this proposal, I mean for those of us who have been around transportation, even for a short time this is completely absurd. The continuation of any kind of line past Cloverdale for environmental reasons, has been derelict for so long. There is so much remediation that needs to be done just to bring it up to standard and of course everyone who worked so hard to get Senate Bill 69 passed and gets signed soon. This is very demoralizing because it can delay and disrupt a huge economic boom the Great Redwood Trail, which is being included in the City of Cloverdale Economic Development Plan and Land Use Planning. If anyone has driven through Wyoming and seeing the coal trains that are literally as far as the eye can see, that is what is being proposed. She is horrified at that possibility and has a huge problem with getting that train line completed. This can threaten the Great Redwood Trail, the planning purposes, and goals for the Community. She looks forward in being guided on what SMART's obligations will be going forward; this is a great opportunity for this Board to show solidarity with Marin Transit and Sonoma County Transportation Authority (SCTA), there are Board members who serve on local boards on in North Coast Railroad Authority (NCRA) as well. She is in full support standing against this and is ready to take the next steps when necessary.

Director Fudge stated that today we are speaking in terms of SMART, yet 10 Board members represent cities and counties and are not bound by what SMART can or cannot say or do in terms of freight transportation in our roles as local elected; she has been advised that legally, and she plans to go out as individually elected and oppose this vehemently, which makes the voices doubly strong, since we have two hats. She asked Director Connolly when the Marin County Board of Supervisors is planning on adopting a resolution opposing the issue. Director Connolly responded that he is taking the lead and will be taking the resolution in a next couple of weeks. Director Fudge said that it can be brought up individually since this Board represents 10 jurisdictions and can follow the same request the Marin County Supervisors will be opposing, she asked for a copy of the proposed resolution. As Supervisor/Director Gorin said, we don't want to do anything too late, it is better to speak up right away, than to

wait. The Town of Windsor is looking for opposition and to speak regarding this issue immediately.

Director Hillmer thanked all the Directors' comments on this issue. He will ask the organization which he represents on this Board, the Marin County Council of Mayors and Councilmembers for an opposition resolution from them in principle and later in practice when something does appear before the SMART Board to ensure that this risky scheme is dead on arrival.

Chair Rabbitt stated that Board members represent jurisdictions that certainly can make our thoughts now and we are regional bodies as well. He thinks that getting everyone in alignment is important and adopting those opposition resolutions is also important. At the same time, we need to make sure that we understand what can be done to change things. He believes that there must be a land use decision that needs to be made in Humboldt County to have a landing spot for this facility. Through General Manager Mansourian talking to Congressman Huffman and Senator McGuire there is a lot of work being done. He knows of a supervisor from where the shipments would originate or could originate, and he is a member of the Crow Nation and there's that issue. It is very interesting there the dynamics of representing people and accounting and gets complicated quickly. He is glad that they had the opportunity today to discuss the issue and we need to make sure that we stay informed, time is of the essence as well, but our jurisdiction can certainly act as soon as we can.

5. Public Comment on Non-Agenda Items

Eris Weaver she thanked the Board on the unanimous opposition to this this ridiculous issue. They have been a big supporter of the Great Redwood trail and have spent a lot of time knocking on doors and getting support. She sent a letter to Governor Newsom urging him sign Senate Bill 69. She is not clear when the legislation is signed transitioning of NCRA, and the Great Redwood Trail would make that whole other issue go mute. Listening to the comments and opinions on this issue make her happy. She said the California Public Utility Commission (CPUC) Administrative Law Judge Debbie Sheets approved the City of Santa Rosa petition to extend their permit to build the Jennings Avenue at-grade crossing for another two years and must get approved by the full CPUC and she is assuming that would go in October. The ruling notes, that the Commission can take enforcement action against any regulated utility for failure to comply with a Commission decision. She reads as a warning for SMART to cease obstructing the City of Santa Rosa moving forward on this project. She looks forward to the at-grade crossing getting built, because it will improve things for cyclists and pedestrians in the City of Santa Rosa in the vulnerable areas. She said that Warren Wells has set the date for the bicycle ride in Marin County and is looking forward to seeing parts of Marin that she has not seen.

Sheila Baker stated that she is relieved to hear the conversation about the issue that the coal and the train and what it would do to the Great Redwood Trail. That horrible result of not really getting this wonderful trail built. It is interesting to think about the fact that toxic or unsafe hazardous materials can land on the rails and as a former activist who protested the radioactive waste possibilities on rail in San Luis Obispo County, she understands that it could

take various years. She said that what the Board and staff are doing is very important and appreciated.

Warren Wells stated that Marin County Bicycle Coalition will be hosting a bicycle ride in Marin going over the pathway and the existing gaps. The date has been set for Friday, October 29 and several people have already responded. We can also coordinate bike rentals if you so desire.

Rick Luttmann stated that the League of Woman voters took some action recently on this with a resolution and letter opposing this coal train and it required emergency action on the part of the League. The good news is that the League in Sonoma County contacted the Mendocino and Humboldt leagues and all three signed the resolution and letter in opposition.

Lastly, Chair Rabbitt announced that on Friday, September 10th a Special meeting was held to conduct interviews and discuss the hiring of the next General Manager for SMART. The Board gave direction to staff at that time, and we are moving forward in the hiring process. The item is tentatively scheduled to for the Board on October 20th. The new General Manager will be introduced and will be able to start at the appropriate time afterwards.

6. Consent
 - a. Accept Monthly Ridership Report – August 2021
 - b. Approval of Civic Edge Consulting Contract Amendment No. 2
 - c. Approve a Resolution Confirming Documentation of Salary of Former SMART General Manager, Lillian Hames

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

MOTION: Director Lucan moved approval of the Consent Agenda as presented. Director Bagby second. The motion carried 11-0 (Director Rogers absent)

7. Authorize the General Manager to Award to Sole Source Purchase Order to MAHLE Industrial Thermal Systems America, L.P in an amount of \$200,581.36 for Specialized Diesel Multiple Unit (DMU) Maintenance Equipment

Procurement Manager, Ken Hendricks, stated that the Fiscal Year 2022 approved budget includes purchases of this item. SMART's railcars are equipped with a rooftop cooling unit that maintains the temperature and air circulation inside the passenger compartments. Every six years, these rooftop cooling units require an overhaul service to be performed. Fourteen (14) of SMART's railcars have been in operation since 2015 and require this service. MAHLE Industrial Thermal Systems America, L.P. designed these rooftop cooling units and are the only authorized distributor of the overhaul kits required for this maintenance service.

Staff recommends that the Board authorizing the General Manager to award a Sole Source Purchase to MAHLE Industrial Thermal Systems America, L.P. in an amount of \$200,581.36 for Specialized Diesel Multiple Unit ("DMU") Maintenance Equipment.

Comments

Chair Rabbitt stated that sole source can be less competitive overall and what is the percentage of the train that would require sole source situation. Superintendent of Vehicles, Husani Longstreet, responded that SMART's DMU is unique, and all the different manufacturers that produced the parts will be sole source. Staff has been in contact with Toronto, which have the same equipment, and they are basically doing the same thing SMART is doing, which is sole source, because without having to re-engineer the equipment there is nowhere to go. Chair Rabbitt asked if staff can check with those agencies to confirm SMART is getting a similar pricing .

MOTION: Director Arnold moved to Authorize the General Manager to Award to Sole Source Purchase Order to MAHLE Industrial Thermal Systems America, L.P in an amount of \$200,581.36 for Specialized Diesel Multiple Unit (DMU) Maintenance Equipment as presented. Director Gorin second. The motion carried 10-0 (Directors Garbarino and Rogers absent).

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

Programming and Grants Manager, Joanne Parker, stated that SMART's Title VI Program and Nondiscrimination Policy is a requirement of the Federal Transit Administration (FTA). The policy and document require your Board every three years for updating and reaffirming.

Some things have changed in our organization since we reviewed three years ago. The content of the document includes not only the nondiscrimination policy which has not changed since 2015. We have been implementing and training staff; also includes a non-discrimination complaint procedure which hasn't changed either, which report on any kind of investigations or complaints received during the three year period. She is pleased to report that we have not received any formal Title VI program complaints during that period, nor had we received any in the three years prior.

The Public Participation Plan and a Limited English Proficiency Plan both of which are included as attachments in the document. The change includes edits to SMART's Customer Service and Outreach Program which reports the Larkspur Extension Outreach as part of the Public Participation Plan.

The System-Wide Service and Standards , none of which have changed it reports the on-time performance, which is one of your system wide standards and t publishes your notice to the public, your civil rights complaint, for them, and so, none have changed.

The FTA Office accepted the 2015 Plan and commended SMART for the thoroughness and completeness of the Plan.

SMART has a training program and approximately 140 employees have been trained since the adoption and reaffirmation of your last Title VI program. Once you adopt this, we provide the document to the FTA it's one of your civil rights requirements to receive grant funding the other ones are Americans with Disabilities Act compliance, Disadvantage Business Price Contracting compliance and Equal Employment Opportunity which is your staff hiring compliance and we have all those documents and policies and programs in their own place with the FTA to be eligible to receive funding.

Comments

Chair Rabbitt thanked staff for the hard work done in this item.

Vice Chair Pahre she thanked Ms. Parker for the daunting task to pull together and appreciates the fact that it is an update. As we look at the representation of the Citizens Advisory Committee and she suggested on looking into the American Indian representation on the committee and also the Hispanic or Latino. A fair amount of ridership is from the Latino or Hispanic neighborhoods. Ms. Parker responded and thanked SMART's new planning staff for assisting with this update and Vice Chair Pahre for noting the composition of your Citizens Oversight Committee is one of the elements of this document, it was included in the last round, three years ago as well and it's a Title VI requirements, look at composition of any constituent committees that you have in place and there's no requirement to structure your process for your committee in any certain way, or any of those rules, but the elements are there and noted them to be considered by your board going forward.

MOTION: Director Hillmer moved to Approve a Resolution Authorizing the 1) Reaffirming and updating SMART Title VI Program and Nondiscrimination Policy; 2) Submittal of the document to the Federal Transit Administration; and 3) Allowing the General Manager Authority to make non-policy and administrative changes to SMART's Title VI Program as needed, with changes reported to the Board as presented. Director Gorin second. The motion carried 11-0 (Director Rogers absent).

9. Next Regular Meeting of the Board of Directors, October 6, 2021 – 1:30 PM
10. Adjournment - Meeting adjourned at 2:20 pm

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____



October 6, 2021

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Susan Gorin
Sonoma County Board of Supervisors

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Farhad Mansourian
General Manager

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

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: Accept of Monthly Financial Reports

SUMMARY:

At that listening sessions and Board meetings, we have heard that the public would like to see SMART's financial information in various formats. For Fiscal Year (FY) 2021/22 we are changing the monthly report format to provide revenue and expenditure information that enhances the ability of the reader to interpret SMART's financial information. These monthly status reports reflect a point in time.

The first part of the Monthly Financial Status report is regarding revenues. We have provided a chart that lists the revenues forecasted in the FY 2021/22 adopted budget and the amounts collected to date. In addition, we have specifically broken out sales tax and fare revenues to show current and comparative information over the last three years.

The second part of the Monthly Financial Status report is regarding expenditures. We have added expenditure gauges so with a glance the reader can see what percentage spent in administration, operations, and capital. We have also provided the detail information on approved budget, actual expenditures, and remaining budget. Please keep in mind that expenditures don't always occur on a straight-line basis, many large expenditures such as debt service only occur on specific intervals. In addition, we are including more extensive information on our capital program.

We are also looking at the best way to provide investment information. The Board's Investment Policy requires that we provide to the Board an annual report regarding the types of investments by fund, institution, date of maturity, amount of deposit, and current market value of all securities with a maturity of more than 12 months.

Most of our funds are pooled with Sonoma County, so I am working with them to figure out how we can meet this requirement and will update the Board in November.

Very truly yours,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s):

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



MONTHLY FINANCIAL STATUS

AUGUST 2021

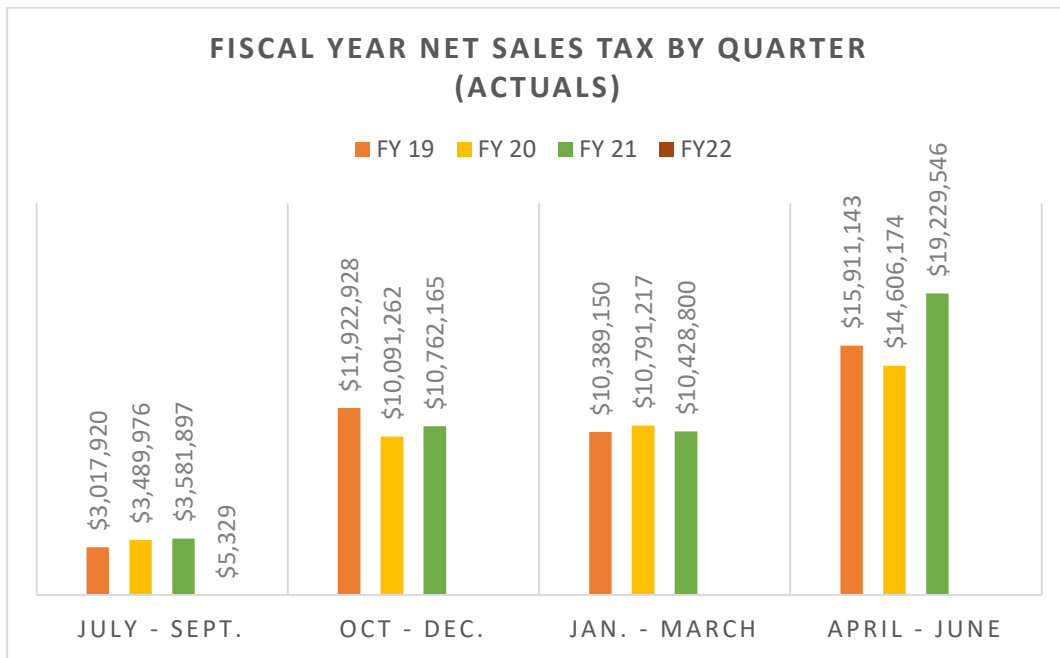
REVENUES

	FY 2021-22 Approved Budget	Actual	Remaining Budget	Comments
Revenues				
Sales/Use Taxes	\$ 42,074,000	\$ 5,329	\$ 42,068,671	Sales Taxes are recorded when received not when earned. July sales taxes will be reflected in September.
Interest and Lease Earnings	\$ 732,665	\$ 102,061	\$ 630,603	Leases renew throughout the year
Miscellaneous Revenues	\$ 30,000	\$ 28	\$ 29,972	
Fare Revenue	\$ 811,050	\$ 123,081	\$ 687,969	Fare revenue has been recorded for July but not August
Parking Revenue	\$ 27,000	\$ -	\$ 27,000	Parking revenue is received a month in arrears. July has not yet been posted.
State Grants	\$ 6,546,727	\$ 7,850	\$ 6,538,877	State grants are received throughout the year
Charges For Services	\$ 57,500	\$ 12,240	\$ 45,260	Includes dispatching and flagging services which are performed throughout the year
Federal Funds (Non-COVID Relief)	\$ 3,843,733	\$ -	\$ 3,843,733	Federal funds are received on a reimbursable basis. Funds have to be expended before they can be requested.
Other Governments/ Misc.	\$ 15,000	\$ -	\$ 15,000	This is match for the Puerto Suello Feasibility Study and will be reflected as paid in the September status report
Total Revenues	\$ 54,137,675	\$ 250,589	\$ 53,887,086	

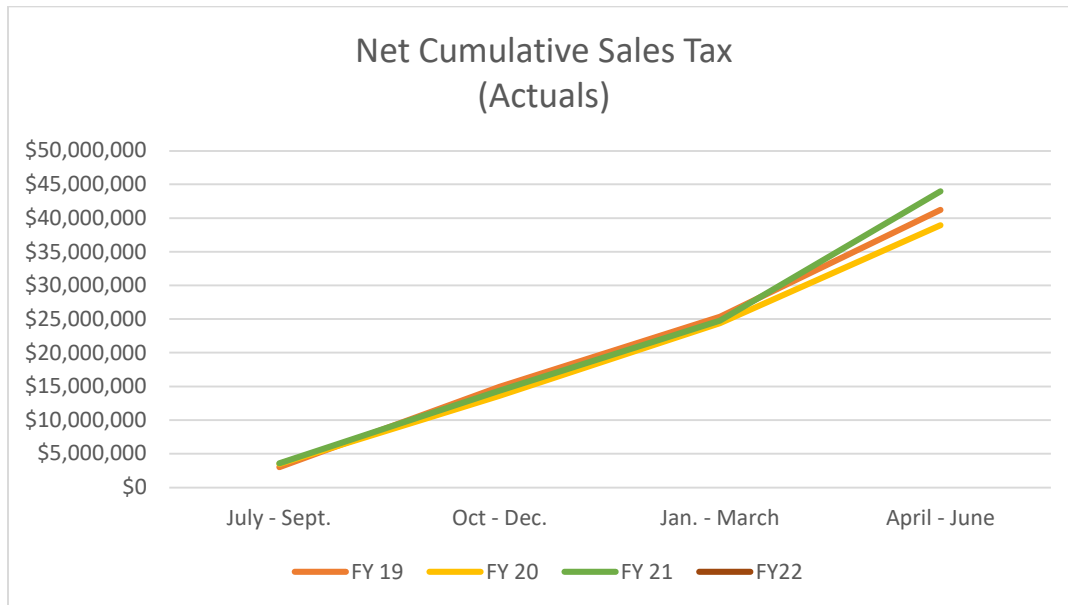
Measure Q Sales Tax Fiscal Year (FY) 2021/2022

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
Forecasted FY 22 Budget	\$ 3,506,166	\$ 10,518,498	\$ 10,518,498	\$ 17,530,830
Actual	\$ 5,329			
Difference	\$ 3,500,837			

**Fiscal Year 2019-2022 Net Sales Tax Comparison
(by Quarter)**

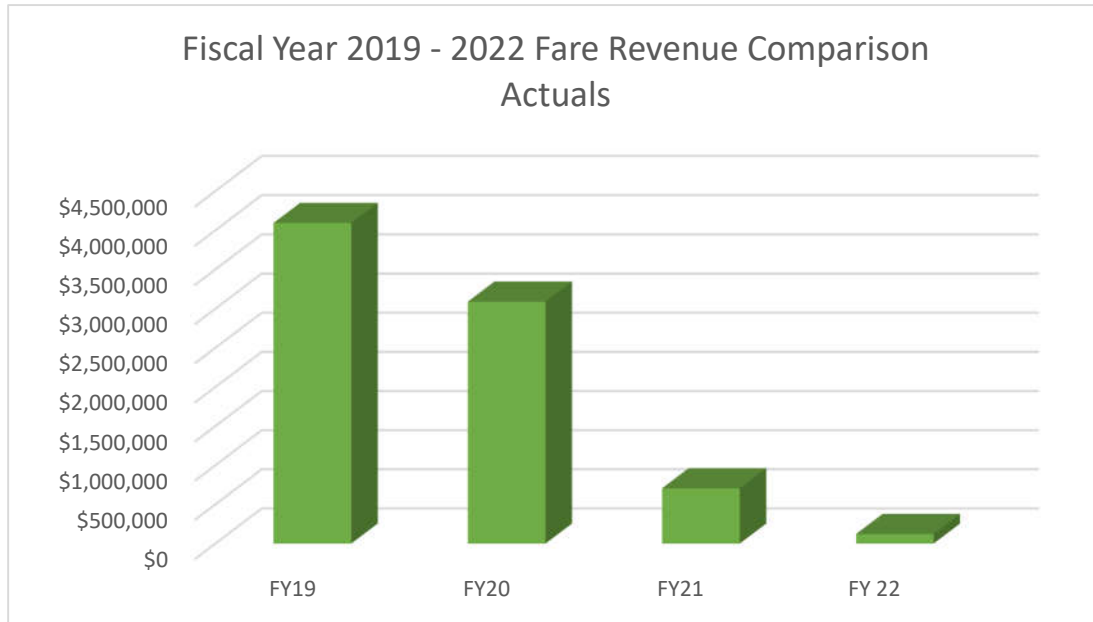


Fiscal Year 2019-2022 Net Cumulative Sales Tax Comparison

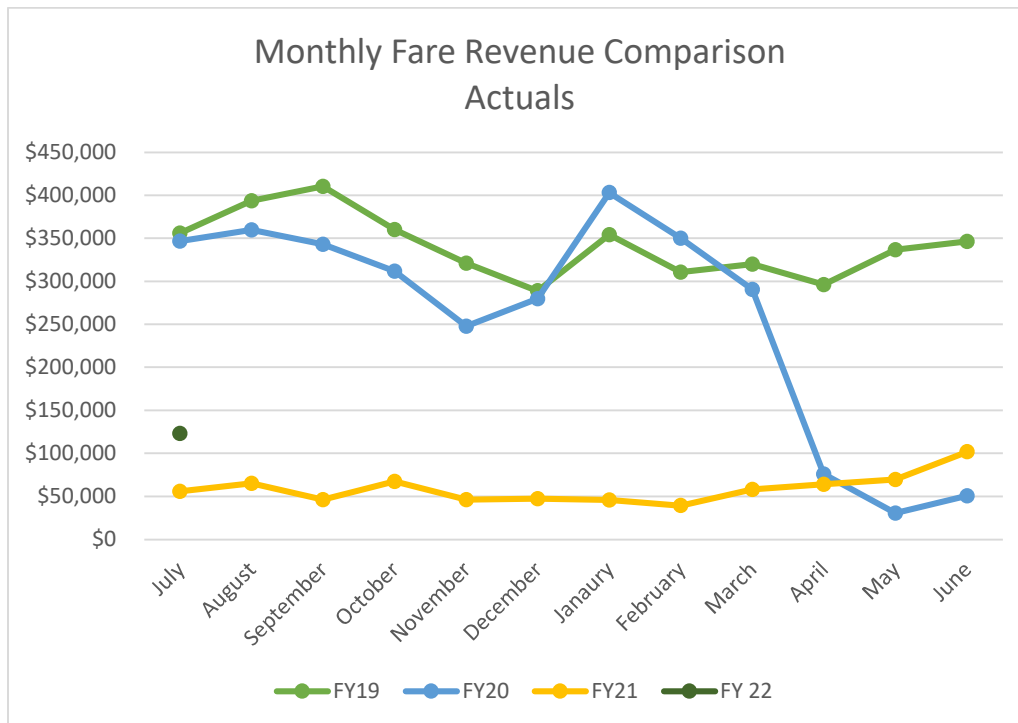


Note: Sales Taxes are recorded when received not when earned. July sales taxes will be reflected on the September Monthly Status Report.

Fiscal Year 2019-2022 Fare Revenue Comparison



Fiscal Year 2019-2022 Monthly Fare Revenue Comparison



EXPENDITURES

Administration	Operations	Capital
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■ 0% - 50% ■ 50% - 75% ■ 75% - 100%

■ 0% - 50% ■ 50% - 75% ■ 75% - 100%

■ 0% - 50% ■ 50% - 75% ■ 75% - 100%



	FY 2021-22 Approved Budget	Actual	Remaining Budget
Expenditures			
Administration			
Salaries & Benefits	\$ 5,924,313	\$ 737,471	\$ 5,186,842
Services & Supplies	\$ 10,227,109	\$ 592,184	\$ 9,634,925
Debt Service/Other Charges	\$ 14,936,756	\$ -	\$ 14,936,756
Machinery & Equipment	\$ 445,600	\$ -	\$ 445,600
Administration Subtotal	\$ 31,533,778	\$ 1,329,655	\$ 30,204,123
Operations			
Salaries & Benefits	\$ 16,287,214	\$ 1,961,818	\$ 14,325,395
Services & Supplies	\$ 6,002,316	\$ 589,671	\$ 5,412,646
Improvements	\$ 2,931,000	\$ -	\$ 2,931,000
Operations Subtotal	\$ 25,220,530	\$ 2,551,489	\$ 22,669,041
Capital			
Salaries & Benefits	\$ 1,482,430	\$ 218,486	\$ 1,263,944
Services & Supplies	\$ 787,694	\$ 31,312	\$ 756,383
Other Charges	\$ 30,000	\$ 4,400	\$ 25,600
Machinery & Equipment	\$ 575,000	\$ 550,000	\$ 25,000
Infrastructure	\$ 8,746,897	\$ 15,586	\$ 8,731,311
Capital Subtotal	\$ 11,622,021	\$ 819,784	\$ 10,802,237
Total All Expenditures	\$ 68,376,330	\$ 4,700,929	\$ 63,675,401

CAPITAL PROJECTS

Capital Project Report					
		Budget	Actual	Remaining	Project Status
Additional Railcar Purchase		\$ 11,000,000	\$ 10,450,000	\$ 550,000	1 remaining milestone payment
Windsor Extension		\$ 65,000,000	\$ 24,408,475	\$ 40,591,525	Funds on hold, pending MTC lawsuit on RM3 funding. Awaiting Supreme Court decision
Sonoma County Pathway Connector Project - Design & Construction		\$ 15,691,763	\$ 1,628,408	\$ 14,063,355	In design & permitting
Marin & Sonoma Pathway Design & Permitting		\$ 10,791,740	\$ 47,160	\$ 10,744,580	In preliminary design
Payran to Lakeville Pathway - Design & Construction		\$ 1,085,806	\$ -	\$ 1,085,806	Pending grant execution & securing environmental permits
Black Point Bridge - Fender & Structural Repair		\$ 715,000	\$ 52,078	\$ 662,922	Awaiting environmental construction permits
Tributary Pacheco Creek Timber Bridge Replacement		\$ 842,205	\$ 4,997	\$ 837,208	In design
San Antonio Tributary Timber Trestle Replacement		\$ 1,129,110	\$ 4,897	\$ 1,124,213	In design
McDowell Blvd. Crossing Reconstruction - Design & FY21 Const.		\$ 1,150,000	\$ -	\$ 1,150,000	In design



Contract Summary

Active Contracts as of September 1, 2021

Contractor	Scope	Fiscal Year 21/22 Projected	Fiscal Year 21/22 Actuals-To-Date
A.J. Janitorial Service	Janitorial Services for all Stations, Roblar, ROC, and Fulton	\$104,000.00	\$16,680.00
Ai-Media, Inc.	As Needed Live Captioning Services for Public Meetings	\$15,000.00	\$0.00
Air Technology West	Maintenance and On-Call Repair for Air Compressors	\$4,800.00	\$3,154.00
Alcohol & Drug Testing Services, LLC	DOT Drug and Alcohol Testing	\$36,000.00	\$0.00
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$24,500.00	\$0.00
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$70,000.00	\$0.00
American Integrated Services, INC.	On-Call Biohazard Remediation Services	\$50,000.00	\$0.00
American Rail Engineers Corporation	Railroad Bridge Engineering, Inspection, & Design	\$90,000.00	\$0.00
Asbury Environmental Services (AES)	Recycling & Disposal Service for Used Oil, Fuel Filters, Rags, and Related Equipment	\$18,600.00	\$95.00
Barbier Security Group	Security Patrol Services along Right-of-Way	\$67,000.00	\$0.00
Becoming Independent	Emergency Bus Bridge Services	\$37,000.00	\$2,600.00
Bettin Investigations	Public Safety and Emergency Training Consultation Services	\$5,000.00	\$0.00
Bright Star Security, Inc.	Security Patrol Services at SMART's Cal Park Tunnel	\$5,832.00	\$870.00
Burke, Williams & Sorensen, LLP	Litigation Support Services	\$100,000.00	\$0.00
Business Training Library, LLC	Cloud-Based Learning Courses	\$14,000.00	\$0.00
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$22,728.00	\$0.00
Civic Edge Consulting	Social Media Outreach Strategy Consulting	\$101,863.00	\$66,446.00
Corey, Canapary & Galanis	NTD Compliant Passenger Counting Services	\$13,000.00	\$0.00
Doug Williams	Fire and Life Safety Consultant	\$5,000.00	\$105.00
Dr. Lance O'Connor	Occupational Health Screening Services	\$3,000.00	\$0.00
Dr. Mark Clementi	Pre-Employment Psychological Evaluations	\$25,000.00	\$3,096.00
eLock Technologies, LLC	Station Bike Lockers and Maintenance Services	\$13,130.00	\$0.00
Empire Cleaners	Operations Uniform Dry Cleaning, Laundering, and Related Services	\$50,000.00	\$987.00
Environmental Logistics, INC.	On-Call Biohazard Remediation Services	\$150,000.00	\$0.00
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$50,000.00	\$0.00
George Hills Company, Inc.	Third Party Claims Administration Services	\$45,000.00	\$234.00
GHD, Inc.	SWPP Compliance, AutoCAD Management, Traffic and Hydraulic Analysis	\$120,000.00	\$0.00
GHD, Inc.	3 Segments MUP Petaluma - Penngrove - Rohnert Park	\$177,721.00	\$0.00
GP Crane & Hoist Services	Cal/OSHA Inspection Services	\$5,000.00	\$0.00
Hanford A.R.C.	Implementation and Monitoring Las Gallinas Creek Riparian Enhancement Plan	\$33,830.00	\$548.00
Hanson Bridgett LLP	Legal Services	\$150,000.00	\$0.00
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$14,500.00	\$0.00
Heavy Equipment Transportation, Inc.	Transportation of Heavy Equipment	\$7,330.00	\$0.00
Hogan Lovells LLP	Legal Services - Freight and Passenger Rail Sector	\$100,000.00	\$0.00
Innovative Business Solutions	Payroll processing services	\$35,400.00	\$4,049.00
Integrative Security Controls, Inc.	CCTV Maintenance and Support	\$30,000.00	\$0.00
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$242,000.00	\$117,759.00
Judy D. James	Public Affairs and Dispute Resolution Consultation Services	\$4,500.00	\$525.00
Kristie Doughty-Oxford	Design, Implementation, and Troubleshooting for New Access Contract Database	\$16,250.00	\$0.00
LC Disability Consulting	Disability Access Consulting	\$20,000.00	\$0.00
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$57,600.00	\$4,750.00
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$20,000.00	\$3,110.00
Maze & Associates	Financial Audit Services	\$43,646.00	\$0.00
MGrodner, LLC	Project Management Services	\$25,000.00	\$0.00
Mike Brown Electric Co.	On-Call Electrical Maintenance	\$25,000.00	\$0.00
Militus, Inc.	Cybersecurity Assessment Services	\$40,000.00	\$12,000.00
Mission Linen Supply	Employee Uniform Services	\$36,000.00	\$0.00

Contractor	Scope	Fiscal Year 21/22 Projected	Fiscal Year 21/22 Actuals-To-Date
MuniServices, LLC	Sales Tax Recovery Services	\$45,710.00	\$0.00
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$19,000.00	\$0.00
Netwoven Inc.	SharePoint Maintenance, Support, Implementation, and Related Services	\$29,350.00	\$4,000.00
Nextdoor Inc.	Use of Nextdoor Platform for Community Notifications	\$19,447.00	\$0.00
North Bay Petroleum	Provision of Fuel for DMUs	\$1,100,000.00	\$67,727.00
North Bay SAP Services	Substance Abuse Professional Services	\$2,600.00	\$0.00
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$32,000.00	\$0.00
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$20,000.00	\$1,297.00
Oracle	Fusion ERP System	\$60,000.00	\$0.00
Pamco Machine Works, Inc.	Railroad Wheel Pressing Services	\$102,700.00	\$61,744.00
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$20,000.00	\$1,150.00
PFM Financial Advisors, LLC	As-Needed Financial Consultant Services	\$10,000.00	\$0.00
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$250,000.00	\$143,692.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$38,000.00	\$220.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$4,952.00	\$4,952.00
Project Finance Advisory Limited	Freight Service Option Analysis	\$5,217.00	\$0.00
Santa Rosa Fire Equipment Service, Inc.	SMART Fire Equipment Maintenance	\$10,000.00	\$0.00
SEFAC USA	Portable Lifting Jack Inspection and Certification Services	\$8,000.00	\$0.00
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$75,000.00	\$0.00
Sonoma County Fleet Operation Division	Non-Revenue Fleet Maintenance Services	\$23,000.00	\$0.00
SPTJ Consulting	Network Infrastructure, Security, Migration and Setup Services	\$329,400.00	\$0.00
Stantec Consulting Services, Inc.	Environmental Permit Management and Construction Compliance Monitoring	\$20,000.00	\$0.00
Stericycle, Inc.	Medical Waste Pick-Up and Disposal Services	\$2,000.00	\$0.00
Sue Evans	Title Investigation Support Services	\$20,000.00	\$0.00
Sumitomo Corporation	Manufacture & Delivery of Rail Vehicles	\$1,100,000.00	\$550,000.00
Summit Signal, Inc.	Emergency Call-Out Services for Track and Signals	\$10,000.00	\$0.00
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program	\$5,000.00	\$0.00
Triliant, LLC	Online Training Program	\$2,222.00	\$373.00
Transportation Analytics	Transit Financial Modeling, Benchmarking, Performance Metrics, Benefit-Cost Analysis, and Strategic	\$11,100.00	\$0.00
United Mechanical Incorporated	HVAC Service, Maintenance and Related Services	\$24,000.00	\$0.00
Van Scoyoc Associates	Federal Lobbying Services	\$30,000.00	\$0.00
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$262,176.00	\$20,258.00
Vista Broadband Networks, Inc.	Broadband Services	\$9,000.00	\$0.00
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$30,000.00	\$0.00
WRA Environmental Consultants	Environmental Permitting, Management, & Support Services	\$225,800.00	\$0.00
Zoon Engineering	Right-of-Way Feasibility Study - San Rafael	\$24,000.00	\$0.00
	Totals:	\$6,303,904.00	\$1,092,421.00

Actuals-To-Date includes invoices that have been approved as of August 31, 2021, but may not have been processed in SMART's Financial System.



David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Susan Gorin
Sonoma County Board of Supervisors

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Farhad Mansourian
General Manager

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

October 6, 2021

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

SUBJECT: 401(a) Plan Changes

Dear Board Members:

RECOMMENDATIONS:

Authorize the General Manager to modify the existing 401(a) Money Purchase Plan to allow for SMART to contribute up to the maximum allowable IRS limit in any given year for employees with personal service contracts. It also authorizes the General Manager to make nonpolicy changes to the plan documents as needed.

SUMMARY:

SMART has a 401(a) Money Purchase Plan in place with Nationwide. The plan is designed to allow for employer contributions and employer matching contributions. The original plan document was approved in 2012 with the last update done in 2017. This action allows for contributions up to the maximum IRS limit which can change over time.

FISCAL IMPACT: No fiscal impact

Very Truly Yours,

/s/

Heather McKillop
Chief Financial Officer



October 6, 2021

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

SUBJECT: Approve a Resolution authorizing the General Manager to Execute Contract No. EV-BB-21-001 with Hanford Applied Restoration and Conservation for Implementation and Monitoring of the San Rafael Creek Riparian Enhancement Project for an amount of \$234,800

Dear Board Members:

RECOMMENDATIONS:

Approve Resolution No. 2021-25 authorizing the General Manager to execute Contract No. EV-BB-21-001 with Hanford Applied Restoration and Conservation for the implementation, maintenance and monitoring of the San Rafael Creek Riparian Enhancement Project for an amount of \$234,800 which fulfills agency permit requirements to mitigate for impacts from the construction of the Larkspur Extension Project.

SUMMARY:

SMART constructed the extension of the passenger rail system to Larkspur. The replacement of two bridges along the alignment resulted in temporary and permanent impacts to riparian habitat. The mitigation for these impacts included clean-up of the creeks, removal of old bridge piles as well as the planting of new native trees and plants.

The San Rafael Creek Riparian Enhancement Project will fulfill the planting requirements by restoring and enhancing a section of riparian area of San Rafael Creek in San Rafael. The enhancement project includes preparing the site, installing irrigation and native vegetation, and maintaining, monitoring, and reporting on the progress of the installed vegetation. This enhancement project is a permit condition and has been approved by the California Department of Fish and Wildlife (CDFW). The Project includes maintenance and monitoring of the site for the five year establishment period as required by the CDFW permit.

SMART issued an invitation for Bid on August 13, 2021. A pre-bid site visit was conducted with five prospective bidders on August 24, 2021.

The bidding closed on September 10, 2021. SMART received one bid from Hanford Applied Restoration & Conservation who was deemed the lowest responsive and responsible bidder with the total not-to-exceed bid amount of \$234,800.

Staff recommends approving Resolution No 2021-25 authorizing the General Manager to execute Contract No. EV-BB-21-001 with Hanford Applied Restoration and Conservation for the Implementation and Monitoring of the San Rafael Creek Riparian Enhancement Project for an amount of \$234,800.

FISCAL IMPACT: This work is budgeted in the Fiscal Year 2021-22 budget.

REVIEWED BY: [x] Finance _____ [x] Counsel _____

Very truly yours,

Bill Gamlen, P.E.
Chief Engineer

Attachment(s):

- 1) Resolution No. 2021-25
- 2) Hanford Applied Restoration and Conservation Contract No. EV-BB-21-001

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
APPROVING CONTRACT NO. EV-BB-21-001 WITH HANFORD APPLIED RESTORATION AND CONSERVATION
FOR THE SAN RAFAEL CREEK RIPARIAN ENHANCEMENT PROJECT**

WHEREAS, The Sonoma-Marin Area Rail Transit District (SMART) environmentally cleared, prepared construction documents, secured environmental construction permits, and constructed the Larkspur Extension Project to extend the SMART passenger rail system to Larkspur; and

WHEREAS, the environmental construction permits required SMART to mitigate for temporary and permanent impacts to riparian habitat at two creek crossings where SMART was reconstructing bridges; and

WHEREAS, SMART prepared a formal Invitation for Bid for Construction Contract No. EV-BB-21-001 for riparian mitigation planting, maintenance, and monitoring to satisfy permit requirements; and

WHEREAS, SMART received one single bid on September 10, 2021 and conducted a public bid opening; and

WHEREAS, Hanford Applied Restoration and Conservation submitted a bid for the work of \$234,800; and

WHEREAS, SMART determined that Hanford Applied Restoration and Conservation bid was determined to be responsible and responsive; and

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

1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The General Manager is authorized to execute Contract No. EV-BB-21-001 with Hanford ARC. the amount of \$234,800.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 6th day of October, 2021, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Rabbitt, Chair, Board of Directors
Sonoma-Marin Area Rail Transit District

ATTEST:

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

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT, dated this 6th day of October, 2021 by and between Hanford Applied Restoration & Conservation whose place of business is located at 755 Baywood Drive, Suite 380, Petaluma, CA 94954 ("Contractor"), and the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, a Special District of the State of California ("SMART").

SAN RAFAEL CREEK RIPARIAN ENHANCEMENT PROJECT CONTRACT NUMBER # EV-BB-21-001

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and SMART agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Notices to SMART

- 2.1 SMART has designated **Negin Saghaee**, Project Manager, to act as SMART's Representative(s), who will represent SMART in performing SMART's duties and responsibilities and exercising SMART's rights and authorities in Contract Documents. SMART may change the individual(s) acting as SMART's Representative(s), or delegate one or more specific functions to one or more specific SMART's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with written notice and without liability to Contractor. Each SMART's Representative is the beneficiary of all Contractor obligations to SMART, including without limitation, all releases and indemnities.

Project Manager:	Negin Saghaee
Address:	5401 Old Redwood Hwy, Suite 200 Petaluma, CA 94954
Phone:	(707) 285-8183
Email:	nsghaee@sonomamarintrain.org

- 2.2 All notices or demands to SMART under the Contract Documents shall be to SMART's Representative at: **5401 Old Redwood Hwy Suite 200, Petaluma, CA, 94954** or to such other person(s) and address(es) as SMART shall provide to Contractor.

Article 3. Contract Time

- 3.1 Contract Time and Notice to Proceed.

Work may not begin until SMART issues a Notice to Proceed.

Project implementation must be completed by December 31, 2021.

Following project implementation, Contractor shall maintain, monitor, and report on the installed project for a period of five (5) years.

The term of this Agreement shall remain in effect through December 31, 2026.

Article 4. Contract Sum

- 4.1 Contractor shall be paid, as full compensation for the satisfactory completion of the work described in the Contract Documents in accordance with the budget established in the Fee Schedule (Exhibit A) of this Agreement, provided, however, that Contractor agrees to perform all services described for the contract sum of \$234,800.00. The contract sum for this Agreement includes labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies; in no case shall Contractor be reimbursed for an amount in excess of the NTE amount without a formal written amendment or Change Order to this Agreement.

Article 5. Contractor's Representations

In order to induce SMART to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that, except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given SMART prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by SMART is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- 5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.
No Subcontractors to Be Used	N/A	N/A

- 5.9 Contractor has designated **Will Johnson**, Project Manager, to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific functions to one or more specific Contractor's Representatives, at any time upon prior written notice and approval and without liability to SMART, but Contractor is limited to two representatives.

Project Manager: Will Johnson
Address: 755 Baywood Drive, Suite 380
Petaluma, CA 94954
Phone: (707) 766-4905
Email: w.johnson@hanfordarc.com

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents incorporated by reference, including all changes, Addenda, and Modifications thereto:

Invitation for Bid: San Rafael Creek Riparian Enhancement Project
Document 00520: Agreement for Contractor Services
Document 00700: General Conditions
General Requirements: Division 1 Specifications
Technical Specifications: San Rafael Creek Riparian Enhancement Plan
Permit: California Department of Fish and Wildlife Permit

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Insurance

Contractor shall procure and maintain for the duration of the Agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors with limits and deductibles specified below:

- 7.1 Commercial General Liability Insurance. Commercial General Liability Insurance shall cover products-completed and ongoing operations, property damage, injury and personal injury using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence. Such insurance

shall remain in effect for five (5) years after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards.

Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing. A follow form Excess Liability policy may be utilized to satisfy the required limits of liability under this section.

- 7.2 Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance shall cover bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass, or crossing.

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

- 7.4 Contractor's Pollution Liability Insurance. Contractor's Pollution Liability Insurance in an amount no less than \$2,000,000 per incident. The Contractor's Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third-party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by construction activities related to the Contract. Coverage shall include the Contractor as the named insured and shall include coverage for acts by others for whom the Contractor is legally responsible.

Coverage to be provided for bodily injury to or destruction of tangible property, including the resulting loss of use thereof, loss of use of tangible property that has been physically injured, and natural resource damage. There shall be no exclusions or limitations regarding damages or injury from existence, removal or abatement of lead paint. There shall be no insured vs. insured exclusion in the policy.

- 7.5 Railroad Protective Liability Insurance. Prior to commencement of construction activities, Contractor shall procure and maintain Railroad Protective Liability insurance, in SMART's name, with limits of liability of no less than \$2,000,000 per occurrence, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. The additional named insureds shall be the Sonoma-Marín Area Rail District, and shall cover all other railroads operating on the right-of-way

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

- 1) SMART, its officers, and employees shall be named as additional insured on all policies listed with the exception of the Workers Compensation Policy.
- 2) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Contractor is liable, up to and including the total limit of liability, without right of contribution from any

other insurance effected or which may be effected by the Insureds.

- 3) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- 4) Contractor hereby grants to SMART a waiver of any right to subrogation which any insurer of said Contractor may acquire against SMART by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.

7.7 General Requirements.

All policies of insurance shall be placed with insurers acceptable to SMART. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of B+ or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of SMART, warrant such increase. Contractor shall increase required insurance amounts upon direction by SMART.

Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. If Contractor fails to maintain insurance, SMART may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from SMART under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from SMART, SMART may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If SMART is compelled to pay compensation, SMART may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse SMART.

Contractor shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure SMART is named additional insured on insurance required from subcontractors.

Nothing in Article 7 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

Please email all renewal Certificates of Insurance and corresponding policy documents to InsuranceRenewals@sonomamarintrain.org.

Article 8. Contract Bonds

All alterations, extensions of time, extra and additional work and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the Contract Bonds.

8.1 Payment Bond

Contractor shall furnish a Payment Bond (Labor and Materials Bond) in an amount not less than 100 percent of the Contract price, excluding allowances. Payment bond shall be executed by an admitted surety insurer (California Civil Code Section 9554). An "admitted surety insurer" shall be defined as follows:

A corporate insurer or a reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (California Code of Civil Procedures Section 995.120).

8.2 Performance Bond

Contractor shall be required to furnish a Performance Bond in an amount not less than 100 percent of the Contract price, excluding allowances. Performance bond shall be executed by an admitted surety insurer (California Civil Code Section 9554). An "admitted surety insurer" shall be defined as follows:

A corporate insurer or a reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (California Code of Civil Procedures Section 995.120).

Article 9. Miscellaneous

9.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.

9.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of SMART or acting as an employee, agent, or representative of SMART, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the SMART is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

9.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*

9.4 The Contract Sum includes all allowances (if any).

9.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time SMART tenders final payment to Contractor, without further acknowledgment by the parties.

9.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code,

Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 9.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 9.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Sonoma County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.
- 9.9 Contractor accepts the claims procedure established by Article 12 of Document 00700 (General Conditions), as established under Section 930.2 of the California Government Code.
- 9.10 The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

CONTRACTOR: HANFORD APPLIED RESTORATION & CONSERVATION

By: _____
Mark Cederborg, CEO

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Farhad Mansourian, General Manager

Date: _____

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

By: _____
Ken Hendricks, Procurement Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A FEE SCHEDULE

ITEM	ITEM DESCRIPTION	QTY	UNIT	COST
1	Mobilization, Staging, Demobilization	1	LS	\$17,690.00
2	Site Preparation	1	LS	\$28,770.00
3	Planting	1	LS	\$23,580.00
4.1	Irrigation Maintenance – Year 1	1	LS	\$30,630.00
4.2	Irrigation Maintenance – Year 2	1	LS	\$32,425.00
4.3	Irrigation Maintenance – Year 3	1	LS	\$17,115.00
4.4	Irrigation Maintenance – Year 4	1	LS	\$18,095.00
4.5	Irrigation Maintenance – Year 5	1	LS	\$19,130.00
5.1	Monitoring and Reporting - Year 1	1	LS	\$8,980.00
5.2	Monitoring and Reporting - Year 2	1	LS	\$9,220.00
5.3	Monitoring and Reporting - Year 3	1	LS	\$9,465.00
5.4	Monitoring and Reporting - Year 4	1	LS	\$9,720.00
5.5	Monitoring and Reporting - Year 5	1	LS	\$9,980.00
TOTAL PROJECT PRICE:				\$234,800.00

GENERAL INFORMATION

LS = Lump Sum
Costs are in United States Dollars

ITEM DESCRIPTIONS

1.0 Mobilization and Demobilization: This item includes all of the necessary labor and materials to prepare for the Work as well as concluding the work which should include, but not be limited to: purchasing materials and plants, installing temporary provisions for the work, removing temporary elements at the end of the Project.

2.0 Site Preparation: This includes invasive plant removal and site preparation as described in sections 3.1 and 3.2 of the San Rafael Creek Riparian Enhancement Plan.

3.0 Planting: This item includes all planting, installation of browse protection and the preparation of

as-built drawings at each of the sites in accordance with Section 3.3, 3.4 and 3.5 of the San Rafael Creek Riparian Enhancement Plan.

4.0 Irrigation and Maintenance: These items include all labor and material to implement the activities in Section 5.0 of the San Rafael Creek Riparian Enhancement Plan, including, but not limited to: Irrigation of the sites, replacement planting, maintenance of browse protection and weed management. Site SRC1 has the potential for drip irrigation, which will be determined by the contractor with approval by SMART and the City of San Rafael. Note that irrigation is intended to be provided in only the first two, possibly three years, as described in Section 5.1.

5.0 Monitoring and Reporting: These items cover all five years of annual monitoring and reporting as described in Sections 4.0 and 6.0 of the San Rafael Creek Riparian Enhancement Plan).



October 6, 2021

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Susan Gorin
Sonoma County Board of Supervisors

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Farhad Mansourian
General Manager

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

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

SUBJECT: Authorize the General Manager to Award a Contract to BBM Railway Equipment, LLC to Manufacture and Furnish a Railroad Wheel Press Machine in the amount of \$1,041,500

Dear Board Members:

RECOMMENDATION:

Your Board-Approved Fiscal Year 2022 Budget includes the purchase and installation of a railroad wheel press machine for its Rail Operation Center. Staff recommends authorizing the General Manager to award a contract to BBM Railway Equipment, LLC in an amount of \$1,041,500

SUMMARY:

A railroad wheel press mounts and demounts wheels, gearboxes, bearings, and brake discs onto axles. Every time used wheels, bearings, brake discs, and gearboxes require replacement, pressing services are required in order to demount the old components off and mount the new components on.

For the past three years, SMART has contracted out the wheel pressing services to a third-party service provider who is based in Southern California. This means that SMART's vehicle maintenance team is required to remove the entire wheelset from the railcars, carefully package and ship them from Santa Rosa to Southern California each time replacement components are required. During this time, SMART has paid over \$237,863 in pressing services and \$15,075 in shipping costs to transport the wheelsets for a combined total of \$252,938. The frequency of wheel pressing services needed is highly dependent on a number of factors, including the frequency of train operation, condition of track, and normal wear and tear of the wheelset components. The cost for the third-party pressing services during the past three years includes the period of time during the pandemic in which SMART operated at a greatly reduced schedule which reduced the need for pressing services.

In addition to the costs associated with using a third-party service provider, the lead time for each wheelset to be shipped to the service provider, serviced, and shipped back to SMART is approximately four to six weeks. Given that the need for wheel pressing services will never go away and that the frequency of servicing is only going to increase when we return to a full operating schedule, SMART's vehicle maintenance team determined it to be in the best interest of the District to procure a wheel pressing machine for SMART's Rail Operation Center and take the pressing service in-house.

Pursuant to Public Utilities Code §130238 for specialized rail transit equipment, SMART issued a Request for Proposal to procure a Railroad Wheel Press Machine for SMART's Vehicle Maintenance Division under Solicitation No. OP-EQ-21-001. SMART received 2 responsive proposals from the following vendors:

1. BBM Railway Equipment, LLC
2. MAE-Eitel, Inc.

SMART's evaluation committee reviewed the proposals using the evaluation criteria listed in the Request for Proposal. The criteria included: a detailed review of the equipment capabilities, the firm's demonstrated history of providing similar equipment to similar entities, the firm's experience performing installation oversight management, the project completion schedule, and the equipment and lifecycle costs. Following the technical and cost review, SMART's evaluation committee negotiated with both firms through a Best and Final Offer "BAFO" process allowing both firms to refine and submit their most competitive proposal for SMART's consideration.

Following the review of the Best and Final Offers ("BAFOs"), the evaluation committee made the determination that the wheel press machine proposed by BBM Railway Equipment, LLC is the most advantageous to the District. Although the proposal submitted by BBM Railway Equipment LLC was approximately \$184,000 higher than MAE-Eitel, Inc.'s proposal, BBM Railway Equipment, LLC's wheel press machine is manufactured within the United States, they have this exact equipment and other similar models currently in operation at several public transportation agencies within the United States, they have the resources within the United States to support SMART's ongoing equipment maintenance and troubleshooting needs and their customer references were all in support of the equipment. MAE-Eitel, Inc. manufactures the equipment and supports the equipment from Germany and does not have any clients or any wheel press machines in operation within the United States (SMART would be the first). This is the first equipment of its kind for SMART and SMART's Vehicle Maintenance team will be heavily relying on the training and ongoing support from the manufacturer when operating this equipment. SMART has significant experience working with international manufacturers and understands how challenging navigating the different time-zones, parts availability, long shipping lead times, differences in communication styles, and factory shut-down schedules can be. SMART's first-hand experience stems from dealing with the specialized braking systems, transmissions and gears, rooftop cooling units, and other specialized subsystems onboard SMART's railcars.

BBM Railway Equipment, LLC is a leading manufacturer of wheel press machines providing equipment to public transit agencies throughout the world since 1987. They have manufactured over 148 wheel press machines, of which 67 of them are this particular model.

Below is the Railroad Wheel Press Machine that SMART is requesting to purchase.



Given the current third-party wheel pressing and shipping costs and assuming that SMART returns to a normal operating schedule, SMART anticipates a return on investment in less than 6 years. The useful life of the Wheel Press Machine proposed by BBM Railway Equipment, LLC is thirty (30) years. Staff recommends that the Board authorize the General Manager to Award a Contract to BBM Railway Equipment, LLC in an amount of \$1,041,500 to manufacture, deliver, and install a railroad wheel press machine at SMART's Rail Operation Center and provide ongoing maintenance and technical support for three years with two additional one-year options to renew.

FISCAL IMPACT: Funding is included in the approved Fiscal Year 2021-22 budget and is supported by SB1 Local Partnership Program Funds.

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

Very truly yours,

 /s/

Ken Hendricks

Procurement Manager

Attachment(s): Agreement (OP-EQ-21-001)

AGREEMENT

This agreement (“Agreement”), dated as of October 6, 2021 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and BBM Railway Equipment, LLC (hereinafter “Contractor”).

RECITALS

WHEREAS, Contractor represents that it is a duly qualified and experienced manufacturer and supplier of railroad wheel press machine and various other rolling stock maintenance facility equipment and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Contractor to furnish, install, configure, test, commission, and train SMART staff on a Model MDT500/1 550 US Ton Wheel Press Machine at SMART’s Rail Operation Center.

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

AGREEMENT

ARTICLE 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

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

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: Installation Site Map
- (d) Exhibit D: Wheel-Set Specification
- (e) Exhibit E: Technical Specifications
- (f) Exhibit F: Project Schedule

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Superintendent of Vehicle Maintenance, will initiate all requests for services through an Initiation Conference, which may

be in person, by telephone, or by email.

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

ARTICLE 4. SCOPE OF SERVICES.

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

Section 4.02 Cooperation With SMART. Contractor shall cooperate with the Superintendent of Vehicle Maintenance, in the performance of all work hereunder.

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

Section 4.04 Assigned Personnel.

- (a) Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Contractor are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART.
- (c) In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- (d) Contractor shall assign the following key personnel for the term of this Agreement:
James Beck - Vice President, Thomas Skiro - Equipment Sales Manager & Giorgio De Pieri - Senior Application Engineer

ARTICLE 5. PAYMENT.

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

Section 5.01 Contractor shall invoice SMART on a milestone basis, detailing the tasks performed pursuant to the Scope of Work requested by the SMART Superintendent of Vehicle Maintenance. SMART shall pay Contractor within 30 days after submission of the invoices.

Section 5.02 Contractor shall be paid, as full compensation for the satisfactory completion of work described in the Scope of Work ("Exhibit A"), based on the milestone and payment structure identified in the Schedule of Rates ("Exhibit B"), regardless of whether it takes Contractor more time to complete or costs are more than anticipated. The not-to-exceed (NTE) amount of \$1,041,500.00 for this Agreement includes labor, supervision, applicable surcharges such as taxes, travel, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials, supplies, and shipping; in no case shall Contractor be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement. Contractor must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. SMART does not reimburse for travel time.

Section 5.03 Contractor 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 Contractor 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 Contractor to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Contractor unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect until August 30, 2025, with two (2) one-year options to extend at SMART's sole discretion, unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

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

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

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

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

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, the General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

ARTICLE 8. INDEMNIFICATION

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

ARTICLE 9. INSURANCE.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its Subcontractors, Contractors, and other agents to maintain, insurance as described below. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of

the specified minimum limits of insurance and coverage shall be available to SMART”

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$10,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or ISO CG 25 04) or the general aggregate limit shall be twice the required per occurrence limit.

Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

Coverage may be met by a combination of primary and umbrella or excess insurance, but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass or crossing.

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Section 9.05 Railroad Protective Liability Insurance. Contractor shall procure and maintain Railroad Protective Liability insurance, in SMART’s name, with limits of liability of no less than \$5,000,000 per occurrence, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. The additional named insureds shall be the Sonoma-Marin Area Rail Transit District and shall cover all other railroads operating on the right-of-way.

Section 9.06 Property Insurance Floater. Contractor shall produce a Property Installation Floater insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the installation occurring property damage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the Performance of the Work, including during transit, installation, and testing at the SMART’s site.

Section 9.07 Endorsements. Prior to commencing work, Contractor shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s)

and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

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

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

Section 9.08 Deductibles and Retentions. Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

Section 9.09 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Contractor shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following

project completion, including the requirement of adding all additional insureds; and

- (c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Contractor shall purchase “extending reporting” coverage for a minimum of three (3) years after completion of the work.

Section 9.10 Documentation. The following documentation shall be submitted to SMART:

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

Please email all renewal certificates of insurance and corresponding policy documents to InsuranceRenewals@sonomamarintrain.org.

Section 9.11 Policy Obligations. Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.12 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Contractor, SMART may deduct from sums due to Contractor any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

ARTICLE 10. PROSECUTION OF WORK.

When work is requested of Contractor by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Contractor’s performance of this Agreement shall be extended by a number of days

equal to the number of days Contractor has been delayed.

ARTICLE 11. EXTRA OR CHANGED WORK.

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

ARTICLE 12. REQUIRED BONDS

Section 12.01 Supply Bond. Contractor shall be required to furnish a Supply Bond in an amount not less than 100 percent of the price, excluding allowances. Supply bond shall be executed by an admitted surety insurer (California Civil Code Section 9554). An “admitted surety insurer” shall be defined as follows:

A corporate insurer or a reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (California Code of Civil Procedures Section 995.120).

Section 12.02 Performance Bond. Contractor shall be required to furnish a Performance Bond in an amount not less than 100 percent of the Contract price, excluding allowances. Performance bond shall be executed by an admitted surety insurer (California Civil Code Section 9554). An “admitted surety insurer” shall be defined as follows:

A corporate insurer or a reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (California Code of Civil Procedures Section 995.120).

ARTICLE 13. REPRESENTATIONS OF CONTRACTOR.

Section 13.01 Standard of Care. SMART has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well

as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by SMART shall not operate as a waiver or release.

Section 13.02 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 13.03 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 13.04 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder. Contractor and Subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 13.05 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Contractor's or such other person's financial interests.

Section 13.06 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this

reference

Section 13.07 Assignment Of Rights. Contractor assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 13.08 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

ARTICLE 14. DEMAND FOR ASSURANCE.

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

ARTICLE 15. ASSIGNMENT AND DELEGATION.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of

any force or effect whatsoever unless and until the other party shall have so consented.

ARTICLE 16. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.

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

If to SMART Manager:	Sonoma-Marín Area Rail Transit District Attn: Husani Longstreet, Superintendent of Vehicle Maintenance 3748 Regional Parkway Santa Rosa, CA 95403 hlongstreet@sonomamarintrain.org 707-890-8614
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If to SMART Billing:	Sonoma-Marín Area Rail Transit District Attn: Accounts Payable 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 billing@sonomamarintrain.org 707-794-3330
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If to Contractor:	BBM Railway Equipment, LLC Attn: James Beck, Vice President PO Box 779 Youngstown, OH 44509 jbeck@bbm-railway.com 330-259-8528
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When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

ARTICLE 17. MISCELLANEOUS PROVISIONS.

Section 17.01 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term

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

Section 17.02 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 17.03 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 17.04 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 17.05 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 17.06 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 17.07 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 17.08 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 17.09 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

[SIGNATURE PAGE TO FOLLOW]

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

CONTRACTOR: BBM RAILWAY EQUIPMENT, LLC

By: _____
James Beck, Vice President

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Farhad Mansourian, General Manager

Date: _____

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

By: _____
Ken Hendricks, Procurement Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with BBM Railway Equipment, LLC (hereinafter “Contractor”) to furnish, deliver, prepare equipment for installation, provide installation support services, test, commission, train SMART staff, and perform annual maintenance services on the following wheel press machine:

MDT500/1 550 US Ton Wheel Press Machine (SPEC No. TS20-547-20 Revision 1)

The MDT500/1 550 US Ton Wheel Press Machine will be furnished, installed, configured, and tested in accordance with Exhibit E “Technical Specifications”. The Wheel Press Machine shall be equipped with one (1) single arm-lifting device, a manual jib crane, for support of various gearboxes.

All equipment, delivery, installation services, testing, onsite-training services, and ongoing maintenance activities will be performed at the following secured operations facility.

SMART Rail Operation Center
3748 Regional Parkway
Santa Rosa, CA 95403

Please reference Attachment C “Installation Site Map” for the project installation site within the Rail Operation Center.

Title of ownership for any of the equipment supplied shall not pass to SMART until all product and equipment has been delivered, inspected, installed, tested, and accepted by SMART.

II. Project Management

SMART’s Superintendent of Vehicle Maintenance shall be SMART’s single-point of contact for the duration of this project. The Superintendent will be responsible for coordinating all work activities, providing final equipment specifications and certification approvals, reviewing final installation and functionality of equipment, scheduling coordination of training services, and oversee all communication between SMART and the contractor.

BBM Railway Equipment, LLC will provide SMART’s Superintendent of Vehicle Maintenance with regular written weekly updates (or more frequent as needed) of the status of the wheel press machine and related equipment. The regular updates shall include the current stage of the project, any required actions that SMART needs to take, any issues that need to be addressed to ensure on-time project completion, and

pictures of the machine at the current stage or process.

III. Scope of Work

A. Wheel Press Machine

- i. Contractor shall furnish the following wheel press machine to SMART:

MDT500/1 550 US Ton Wheel Press Machine (SPEC No. TS20-547-20 Revision 1)

The Wheel Press Machine shall be equipped with one (1) single arm-lifting device, a manual jib crane, for support of various gearboxes. During operation, the single arm lifting device must support the torque arm of the gearbox, preventing unwanted rotation during mounting or demounting operations. The jib crane must also translate simultaneously with the gearbox throughout its motion along the working axis of the wheel press.

- ii. Contractor shall provide SMART with the five (5) hard copies and two (2) USB Flash Drives containing the following technical documentation prior to SMART accepting the equipment:
 - a. Operation and Maintenance (O&M) Manual
 - b. Hydraulic Systems Diagrams
 - c. Electrical Wiring Diagrams
 - d. General Assembly Drawings
 - e. Foundation Drawings/Loading
 - f. Spare Parts List
 - g. Calibration Certificate (Factory Issued)
 - h. Recovery CD
 - i. Warranty Documentation

B. Assembly and Factory Acceptance Testing

At the end of assembly at BBM Railway Equipment, LLC's manufacturing facility, an initial test of the machine will be performed. A member of SMART's staff should be present for the run-off. Qualified wheel-sets must be supplied by SMART for testing. The mounting curve shown during the tests when pressing used components may be different compared to the standard mounting curve of new wheel-set components.

C. Support for Procurement of Third-Party Contractor/Installer

- i. BBM Railway Equipment, LLC shall work with SMART to create a list of California State Registered Contractors that meet the minimum requirements and qualifications for performing the final installation of the equipment.
- ii. Contractor shall assist SMART in the preparation of bid and scope of work documents, provide an estimate of final installation costs, as well as, provide

technical support for questions received during the bidding process.
SMART will be responsible for procuring the final installation contractor.

D. SMART Rail Operation Center Site Preparation

- i. SMART shall be responsible for preparing the physical project site for installation of the Wheel Press Machine. This includes:
 - a. Ensuring the space is cleared out, safe, and free from hazards.
 - b. Ensuring the correct utilities are set-up and available for connection to the machine (electrical hookup, air, data).
- ii. SMART shall be responsible for providing restroom facilities and adequate workspace for the Contractor's personnel when onsite.
- iii. BBM Railway Equipment, LLC will perform a final site assessment and will put together an installation and safety plan for SMART's review and approval.

E. Installation Preparation, Installation Project Management, and Installation Oversight Services

- i. SMART shall be responsible for the removal of packaging and other refuse resulting from the shipping, receiving, installation, and start-up of the equipment.
- ii. SMART shall be responsible for providing or coordinating a crane or means of lifting the wheel press machine equipment during the machine unloading, rigging, and installation.
- iii. SMART shall be responsible for furnishing hydraulic oil to be used during the installation, testing, and configuration of the wheel press machine.
- iv. After the equipment arrives and is unpacked at SMART's Rail Operation Center, BBM Railway Equipment, LLC shall coordinate and cooperate with SMART's Project Manager and with SMART's third-party licensed contractor to provide installation management and oversight services to the contractor before and during the final installation process.

BBM Railway Equipment, LLC's project team will provide onsite supervisory and oversight services for lifting, setting, mechanical and electrical installation of the wheel press machine to SMART's third-party contractor/installer.

BBM Railway Equipment, LLC's installation support team will ensure that the SMART's third-party contractor properly installs, secures, and connects the machine and that the machine is correctly positioned for SMART's operational use.

F. Testing and Commissioning Services

- i. BBM Railway Equipment, LLC shall perform all testing services required to ensure machine is set-up, configured, and operating properly prior to commissioning the equipment for SMART's operational use. This includes the final test with qualified materials (axles and wheels supplied by SMART). The test will be performed with SMART's Superintendent of Vehicle Maintenance or designee present.
- ii. BBM Railway Equipment, LLC shall be responsible for configuring and calibrating the wheel press machine at a specific temperature optimal for the SMART's Rail Operation Center environment.
- iii. BBM Railway Equipment, LLC shall provide SMART with documentation of all testing services performed and a final calibration certificate.
- iv. BBM Railway Equipment, LLC shall provide SMART with a commissioning certificate following the successful completion of the set-up and commissioning process.

G. Training to SMART Staff

- i. Following installation and testing services, Contractor shall provide one week of onsite and hands-on training services to designated SMART staff on the safe operation and use of all equipment. Training shall include:
 - a. Training on all Operational Features
 - b. Training on all Safety Features
 - c. Hands-On Mounting, Demounting, and pressing of wheelset components.
 - d. Training on Routine Maintenance Activities and Troubleshooting.
 - e. Provide SMART staff with any video tutorials, online webinars, and any other available resource available related to the safe operation of the wheel press machine and associated equipment.
- ii. Training shall take place during SMART's regular business hours (Monday-Friday from 7:30am – 4:30pm Pacific). SMART's Superintendent and Contractor shall mutually agree on the training schedule prior to the start of training. Contractor shall provide SMART's Superintendent with a written agenda for the training at least two weeks in advance of the expected start of training.
- iii. SMART is responsible for providing all qualified materials (wheel-sets) to be used during trainings. BBM Railway Equipment, LLC shall provide each SMART staff member who goes through successful training with a certificate of completion.

H. Spare Parts

Contractor shall furnish and deliver all of the “Spare Parts” identified in the Exhibit B “Schedule of Rates”. Delivery of the spare parts will be to SMART’s Rail Operation Center located at 3748 Regional Parkway, Santa Rosa, CA 95403. Shipping terms to be F.O.B. Final Destination.

I. Warranty Information

Contractor shall provide SMART with a twenty-four (24) month warranty from the date of the site acceptance test of the press, but no later than twenty-seven (27) months from the delivery date of the press. This includes the costs to repair or replace any parts that are determined to be faulty. The warranty does not cover damage due to incorrect use of the machine or parts subject to normal wear and tear.

SMART is required to notify BBM Railway immediately of any defective parts, and the defective parts will be corrected: if such correction requires the replacement of the defective parts, the Manufacturer will ship the replacement parts Ex Works the factory. Contractor will not be held liable for damage or delay caused by defective parts and will not accept any charges for work performed by the customer in making adjustments or repairs to the equipment unless such work has been authorized by Contractor.

Contractor shall provide SMART with all warranty documentation and instructions for all equipment supplied prior to the final acceptance of SMART.

J. Ongoing Maintenance and Technical Support

The ongoing maintenance and technical support services will commence following the commissioning and SMART’s acceptance of all equipment. The ongoing maintenance and technical support services include the following:

a. On-Call Phone Support:

Contractor will provide a unique contact number to SMART for use when requesting technical support.

SMART will receive an immediate response when using the phone support line.

The on-call support consists of remote troubleshooting and/or step-by-step guidance to the operator’s staff in real-time to resolve any issues.

The phone support technician may provide electrical support by remoting directly into the system.

b. On-Call Email Support:

Contractor will provide a unique email address to SMART for use when requesting technical support.

SMART will receive a response within one hour from inquiry when using the email support.

The on-call email support consists of remote troubleshooting and/or step-by-step guidance to the operator's staff in real-time to resolve any issues.

The email support technician may provide electrical support by remoting directly into the system.

c. On-Site Support:

If remote support does not resolve the issue, on-site maintenance will be scheduled with the BBM Technician and/or Engineer.

BBM Railway Equipment, LLC's on-site response time is 48 hours.

d. Regular Annual Maintenance Services

Contractor shall perform all required annual maintenance services required by the O&M Manual.

IV. **Timeline and Deliverables**

This project is being funded using grant funds and as such, the Contractor is required to furnish, deliver, install, test, commission, and train SMART staff on the Wheel Press Machine and ancillary equipment by August 30, 2022.

In addition to the installation and successful commissioning of the Wheel Press Machine, BBM Railway Equipment, LLC shall ensure SMART receives all of the Spare Parts prior to August 30, 2022.

In order to meet the deadline, BBM Railway Equipment, LLC agrees to the project schedule included in Exhibit F "Project Schedule".

V. **Acceptance Criteria**

SMART's Superintendent of Vehicle Maintenance shall be responsible for reviewing all work performed by Contractor. Upon the successful completion of work performed by Contractor, SMART's Superintendent of Vehicle Maintenance shall provide a Notice of Acceptance. In the event that work is not completed to SMART's

requirements, Contractor shall be required to replace the defective work at no additional cost to SMART prior to being issue a Notice of Acceptance.

EXHIBIT B
SCHEDULE OF RATES

K. WHEEL PRESS MACHINE DESIGN, MANUFACTURING, & INSTALLATION

LINE ITEM	DESCRIPTION	PRICE (USD)
1	Wheel Press Machine (Including Delivery & Tax)	\$935,487.00
2	Installation Preparation and Installation Support Services (Installation Management and Oversight Services)	\$19,422.00
3	Testing and Commissioning Services	\$19,422.00
4	Onsite and Hands-On Training to SMART Staff	\$9,765.00
5	Jib Crane (Including Delivery & Tax)	\$14,648.00
TOTAL		\$998,744.00

Line Item #1 will be paid on a milestone basis according to the successful completion and SMART's acceptance of each of the following activities:

Milestone 1: 20% - Due Upon SMART's Approval of the Final Design Drawings

Milestone 2: 30% - Due Upon the Start of Assembly Following the Receipt of the
Major Purchased Components (Receipt Verification Required)

Milestone 3: 30% - Due Upon the Successful Completion of the Wheel Press
Machine and SMART's Approval of the Factory Acceptance
Test

Milestone 4: 20% - Due Upon Final Acceptance at SMART's Facility

All other Line Items will be paid following the successful completion and SMART's acceptance of the work or parts received.

II. SPARE PARTS

Supplier will furnish and deliver the following spare parts. The prices for the spare parts are in United States Dollars and include tax and shipping to SMART's Final Destination with shipping terms FOB Final Destination. Payment for parts will be on a Net-30 basis following receipt and acceptance by SMART.

LINE ITEM	QTY	PART NAME	PART NUMBER	LEAD TIME (WEEKS)	PRICE (USD)
MAIN CABINET					
1	1	Interface Coil (Valve Control)	3RQ3055-1SM30	2	\$96.00
2	1	Light Kit	BBM-LKT-500	2	\$82.50
3	1	Micro Switch 4 Ch	9000-41034-0401000	2	\$225.00
4	1	Micro Switch 2 Ch	9000-41042-0401000	2	\$157.50
5	1	Battery for UPS	6EP1935-6ME21	4	\$270.00
RAM I-2					
6	1	Encoder	SMA5-GA-5-15	4	\$648.00
7	1	Magnetic Strip	MTA5-1.1-50-1 L=1100mm	4	\$441.00
MEAS. SYSTEM					
8	1	Encoder	8.NA10.1212	4	\$540.00
9	1	Encoder Cable	05.00.60B1.B211.020M	4	\$255.00
10	1	Magnetic Strip	8.BA1.10.010.0060	4	\$675.00
11	1	Laser Amplifier	IL-1000	4	\$870.00
12	1	Laser Amplifier	IL-1050	4	\$870.00
13	1	Laser Head	ILS-065	4	\$1,641.00
RESISTANT HEAD					
14	1	Encoder	SFA5000GA4000RM2	4	\$1074.00
15	1	Proximity	BES R03KC-PSC30B-EP05	1	\$99.00
16	1	Proximity	BES M18MI-PSC80B-BV03	1	\$48.00
HYDRAULIC PARTS					
17	1	Glycerin Filled Pressure Gauge	BBM-GPG-500	2	\$60.00
18	1	Pressure Transducer	TP14LBH33R350B	4	\$810.00
19	1	Temperature Alarm Sensor	TS46	2	\$90.00
20	1	Pressure Switch	HED80A2X/100K14KW	4	\$384.00
21	1	Electrodistributor	4WE6J7X/HG24N9K4	4	\$252.00
22	1	Electrodistributor	4WE10J5X/EG24N9K4	4	\$570.00
FILTERS					
23	1	Oil Filter – Return Filter	0330R010	3	\$240.00
24	1	Air Filter	CS100A10A	3	\$132.00
TOTAL					\$10,530.00

Storage Requirements for Spare Parts

Dry, dust-free room, free of corrosive substances and vapors. For the Hydraulic Valve, BBM Railway Equipment, LLC shall provide fill with preserving oils and will seal it.

III. ONGOING MAINTENANCE AND TECHNICAL SUPPORT SERVICES

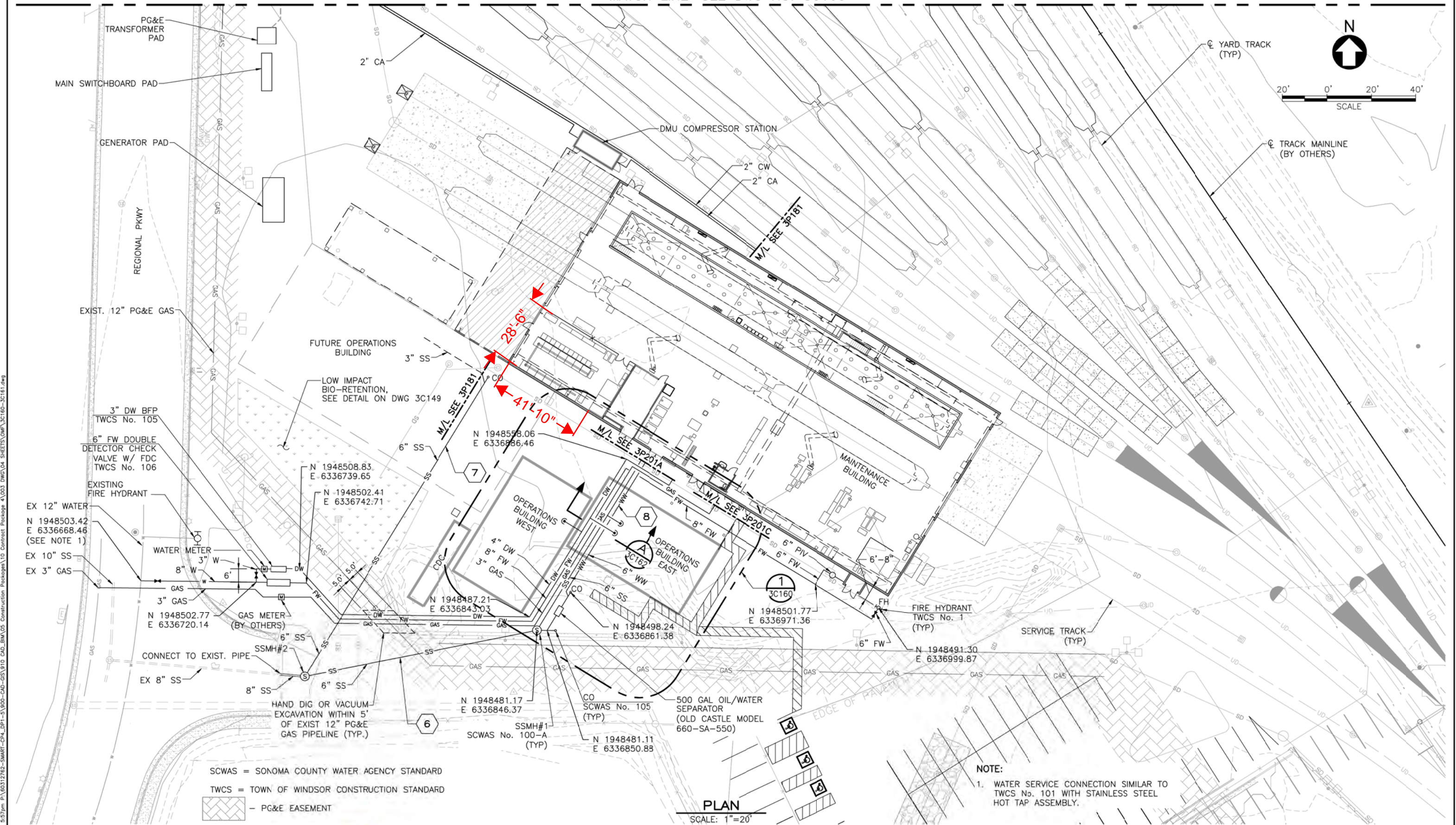
LINE ITEM	DESCRIPTION	PRICE (USD)
<i>BASE TERM</i>		
1	Ongoing Maintenance and Technical Support – Year 1 (Annual Cost)	\$10,742.00
2	Ongoing Maintenance and Technical Support – Year 2 (Annual Cost)	\$10,742.00
3	Ongoing Maintenance and Technical Support – Year 3 (Annual Cost)	\$10,742.00
<i>OPTIONAL YEARS</i>		
4	Ongoing Maintenance and Technical Support – Optional Year 4 (Annual Cost)	\$10,742.00
5	Ongoing Maintenance and Technical Support – Optional Year 5 (Annual Cost)	\$10,742.00
TOTAL		\$53,710.00

The Ongoing Maintenance and Technical Support Services do not begin until the Wheel Press Machine has been fully installed, configured, commissioned, and SMART has fully accepted the Wheel Press Machine.

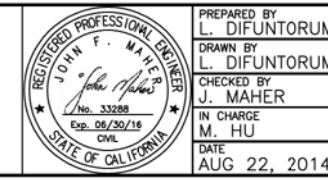
Payment for the Ongoing Maintenance and Technical Support Services will be on a monthly basis in arrears with the annual cost divided into twelve equal months.

EXHIBIT C - INSTALLATION SITE MAP

MATCH LINE SEE DWG NO. 3C160



0	20140822	ISSUED FOR CONSTRUCTION
AGREEMENT	BY	DESCRIPTION
OP-21-001	SUB	APR



DESIGN PACKAGE 3
ISSUED FOR CONSTRUCTION



CONTRACT PACKAGE #4	CADD FILENAME 3C160-3C161.dwg
CIVIL	SCALE AS NOTED
OMF UTILITY PLAN	CONTRACT NO. CV-DB-12-001
SHEET 2 OF 4	DWG. NO. 3C161
SHEET 35 OF 143	MILEPOST 59.8

ATTACHMENT C WHEEL-SET SPECIFICATIONS


Drive Wheel Specifications

REF	COMPONENT	LOCATION / DESCRIPTION	GAUGE / TOOLING	LUBRICANT	MOUNT	SEAT	COMP DWG
1	Gear Unit	Mounted by ZF	N/A	N/A	N/A	N/A	N/A
2	Cheek Discs	Assembled to wheel body	N/A	Molykote D321R	59 ft-lbs	N/A	T1136B23171
3	Wheels	<i>1st Wheel</i> ~11 3/4" from front hub to axle end face	12" scale	AAR-approved lubricant	90 tons 160 tons	N/A	T1136C25824
4	Back-to-Back Verification	53.094" - 53.375" (target is 53.318") back rim face to back rim face	KwikStik™	N/A	N/A	N/A	T1136B22833
5	Bearings	Seat against bearing stop	none	Castor Oil	N/A	45 tons 55 tons	T1136B22934

NOTES

- 1) End cap screws' torque: 405–435 ft-lbs
- 2) End cap plugs' torque: 110–135 ft-lbs
- 3) Non gear side has a speed sensor end cap.
- 4) Gear side has a plain end cap.
- 5) Slave WSAs receive D&T end cap screws on the gear side, plain end cap.

Idler Wheel Specifications

REF	COMPONENT	LOCATION / DESCRIPTION	GAUGE / TOOLING	LUBRICANT	MOUNT	SEAT	COMP DWG
1	Cheek Discs	Assembled to wheel body	N/A	Molykote D321R	59 ft-lbs	N/A	T1136B23171
2	Wheels	<i>1st Wheel</i> ~26 5/8" from axle 	AG26.625-01	AAR-approved lubricant	90 tons 160 tons	N/A	T1136C25824
3	Back-to-Back Verification	53.094" - 53.375" (target is 53.318") back rim face to back rim face	KwikStik™	N/A	N/A	N/A	T1136B22833
4	Bearings	Seat against bearing stop	none	Castor Oil	N/A	45 tons 55 tons	T1136B22934

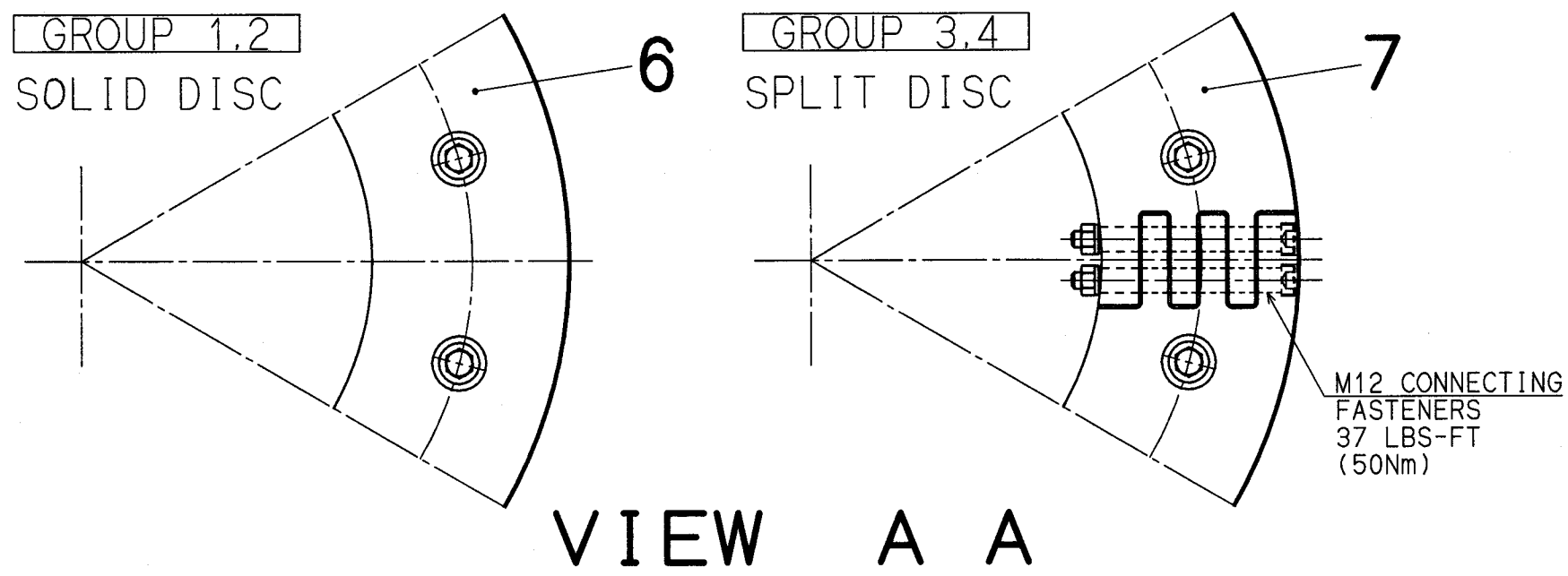
NOTES

- 1) End cap screws' torque: 405–435 ft-lbs
- 2) End cap plugs' torque: 110–135 ft-lbs
- 3) T side has a speed sensor end cap.
- 4) Half of idler WSAs receive a speed sensor end cap on S side.
- 5) Half of idler WSAs receive a plain end cap on S side.

GROUP1.2 1648 kg (3634LBS)
GROUP3.4 1654 kg (3646LBS)

NOTE:

1. WHEELS AND JOURNAL BEARINGS SHALL BE MOUNTED ON THE AXLE IN ACCORDANCE WITH AAR WHEEL AND AXLE MANUAL. LATEST REVISION EXCEPT WHEEL MOUNTING TOLERANCES SHOWN IN NOTE 3 BELOW.
ALSO JOURNAL BEARING MANUFACTURER'S INSTRUCTION SHALL BE REFERRED.
2. WHEELS MOUNTED ON THE SAME AXLE SHALL HAVE THE SAME TAPE NO. (233).
THE DEVIATION OF THESE WHEELS' DIAMETER SHALL BE WITHIN 0.02".
3. WHEEL TREADS SHALL BE CONCENTRIC WITHIN 0.008" TIR WHEN ROTATED ON JOURNAL BEARINGS. WHEELS SHALL BE PARALLEL TO A PLANE PERPENDICULAR TO THE CENTERLINE OF THE AXLE WITHIN 0.015" TIR.
4. MOUNTING CHARTS FOR WHEELS AND JOURNAL BEARINGS SHALL BE SUPPLIED WITH THEIR SERIAL NUMBERS AND SHALL BE INCLUDED IN THE CAR HISTORY BOOK.
5. PRESS FIT TONNAGE AND SEATING PRESSURE LIMITS
WHEEL : 90 - 160 TONS
JOURNAL BEARING : 45 - 55 TONS
6. LUBRICANTS FOR PRESSING ONLY
 - (1) JOURNAL BEARING
CASTOR OIL. HEAVY MINERAL OR MOLYBDENUM DISULPHIDE MIXED IN OIL
(DO NOT USE WHITE LEAD MIXTURES)
 - (2) WHEEL
AAR APPROVED WHEEL MOUNTING COMPOUND OTHER THAN ANY CONTAINING WHITE LEAD.
7. WHEELS AND DISCS SHALL BE MOUNTED WITH HEAVY AREA 180°±20' APART. ALSO THE DISC MOUNTED ON EACH WHEEL SHALL HAVE THE HEAVY AREA OF 180°±20' APART FROM THAT OF THE WHEEL.
8. BEARING LATERAL END PLAY SHALL BE 0.002" TO 0.013" AFTER MOUNTED.
9. WHEELS AND AXLE SHALL NOT BE PAINTED.



PRESSING PARAMETER FOR JOURNAL BEARINGS SHALL BE COMPLETELY PERFORMED AND MONITORED.

(1) INNER DIAMETER OF JOURNAL BEARINGS AND JOURNAL BEARING SEAT DIAMETER OF AXLE
AT 3 LOCATIONS ON THEIR LENGTH AT 120° ON THE DIAMETER
--> INTERFERENCE SHALL BE WITHIN LIMITS AT ALL LOCATIONS

(2) INNER DIAMETER OF CONES
3 RADIALLY AT EACH LOCATION, AND AXIALLY AT 3/8" INSIDE FROM EACH FACE AND AT THE MIDPOINT
= TOTAL 9 MEASUREMENTS

(3) JOURNAL BEARING SEAT DIAMETER OF AXLE
LOCATIONS CORRESPONDING TO THOSE FOR THE CONE MEASUREMENTS WHEN SEATED
= TOTAL 9 MEASUREMENTS

GROUP	APPLICATION	BRAKE DISC	WHEEL	JOURNAL POSITION	JOURNAL BEARING (6 1/2x9 CLASS K)
1	SMART	SOLID	AAR M107 CLASS B	L1	NORMAL END CAP
2				R1	GEAR TOOTHED END CAP
				L2	GEAR TOOTHED END CAP
				R2	GEAR TOOTHED END CAP
3	METROLINX	SPLIT	AAR M107 CLASS B (PREMIUM DEGASSED STEEL)	L1	NORMAL END CAP
4				R1	GEAR TOOTHED END CAP
				L2	GEAR TOOTHED END CAP
				R2	GEAR TOOTHED END CAP

[illegible]

August 23, 2021

Customer: SMART

BBM RAILWAY EQUIPMENT, LLC
3200 Innovation Place
Youngstown, OH 44509

Ph: 330-259-8555

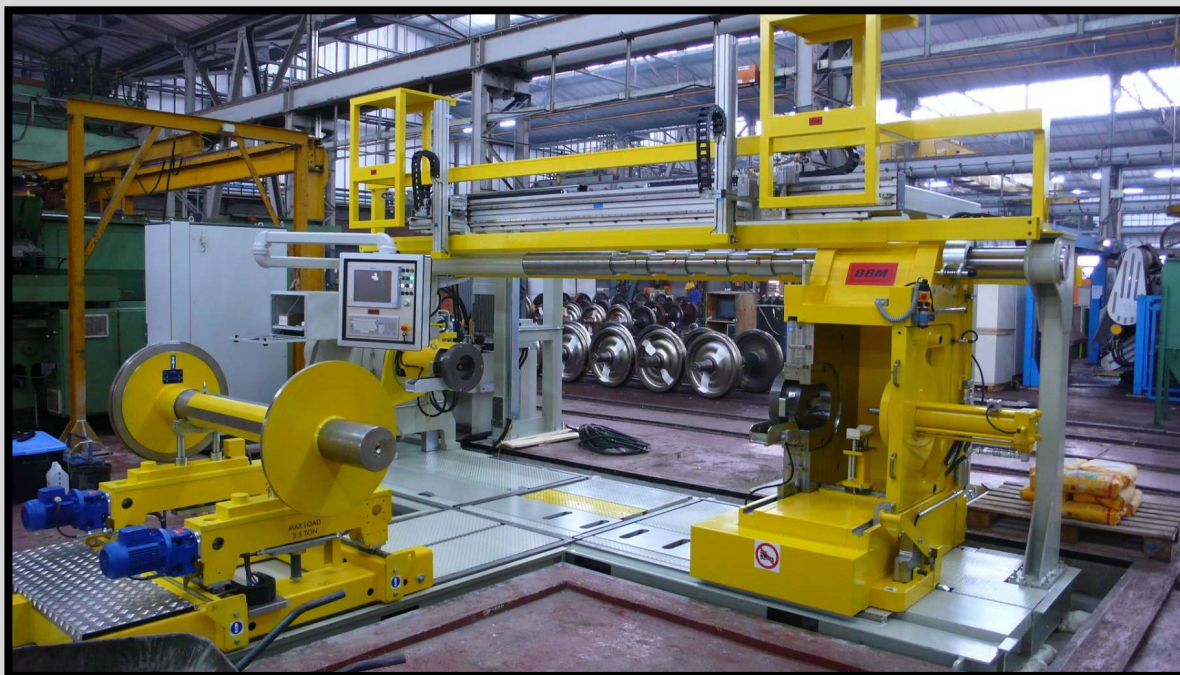
www.bbm-railway.com



TECHNICAL SPECIFICATION

WHEEL-SET PRESS – 550 US Tons

MODEL: MDT500/1



CONTACT: Tom Skiro
Equipment Sales Manager
Ph: +1(330) 942-2470
tskiro@bbm-railway.com

SPEC. NO: TS20-547-20

REVISION: 1

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1.0 EQUIPMENT OVERVIEW

The machine outlined in this specification is a 550 US Ton – Single Cylinder Wheel Press.

The 550 US Ton Wheel Press has the capability to mount and dismount:

- Wheels;
- Brake disks;
- Gearboxes/bull gears;
- Bearings

With a maximum pressing force of 550 US Tons (500 tonnes.)



(Equipment shown for reference only)

The MDT500/1 Wheel Press shall consist of:

- One (1) base structure;
- One (1) main fixed head;
- One (1) main pressing cylinder;
- Two (2) cross-beams or tie-rods;
- One (1) mobile resistance head;
- One (1) alignment (tailstock) cylinder;
- Two (2) wheel-set support carriages;
- One (1) assembly control system;
- One (1) hydraulic system;
- One (1) electrical cabinet and control panel;
 - One (1) IPC w/ wheel-set data storage & press recorder;
- Special Tools;
- Safety Equipment;
- Laser assembling system;
- Automatic wheel-set loading/unloading carrier (Option);
- Wheel-set Rotation Device;
- Gearbox Jib Crane (Option);
- Pre-fitting stand (Option);
- Calibration Equipment.

2.0 TECHNICAL DATA

Technical Data for the Press:

Main Cylinder: Max force	550 US Tons	500 Tonnes
Cylinder: Max stroke	27.50 in	700 mm
Cylinder: Approach speed	0 - 1 ips	0 - 25 mm/s
Cylinder: Mounting speed	0.02 - 0.2 ips	0.5 - 5 mm/s
Hydraulic Power Unit: Max operating pressure	≈ 4570 psi	≈ 315 bar
Electrical voltage of motors (three-phase)	460/3/60 VAC	
Auxiliary electrical voltage	24 VDC	
Total installed power	≈ 40 kW	
Measured size accuracy of object after press fit	± 0.008 in	± 0.2 mm
Noise level during operation	< 80 db	

Wheel and Axle Specifications:

Max. weight of complete axle	6,614 lbs	3,000 kg
Wheel gauge (min – max)	39.37-66 in	1000-1676 mm
Diameter of workpiece to be pressed (min – max)	21.65–45.25 in	550–1150 mm
Axle length (min – max)	43.30–98.43	1100–2500 mm
Wheel seat diameter (min – max)	4.72 – 9.84 in	120 – 250 mm

Ambient Conditions:

Installation location	Interior industrial site	
Ambient temperature range (inside depot)	41º – 104º F	5º – 40º C
Humidity	max 90%	

3.0 EQUIPMENT DESIGN

3.1 Mechanical Structure

The structure of the machine shall generally consist of:

- One (1) machine base frame;
- One (1) main fixed head;
- One (1) mobile resistance head;
- Two (2) cross-beams (tie-rods: round + flat);

The foundation frame consists of three large steel wide flange beams, welded together with a series of perpendicular beams to form a rigid structure and to avoid permanent deformation. The bottom flanges of the beams have holes for anchoring and leveling the press. The top of the base frame shall consist of welded and machined plates supporting:

- Main fixed head supporting the pressing cylinder and tie-rods;
- Mobile resistance head traversing between the fixed heads;
- Rails for the resistance head traverse movement.

The main fixed head carrying the main cylinder shall consist of two thick steel side plates, welded to the formed reinforcing front and rear plates with a large tube welded in the center for additional strength. The center bore of each of the two fabrications shall be precisely machined to accept its respective pressing cylinder.

Both tie rods shall be specially machined along their entire length. They shall be made of high quality steel capable of withstanding both the assembly and disassembly stresses from the force applied to the wheel-set components by the main cylinders.

The press is designed with the tie rods at the right distance from the working axis to distribute the stresses evenly and held at an inclined position to allow an overhead crane to load/unload wheels. This configuration allows all of the stresses generated by mounting or dismounting to be distributed evenly, so that minimal stress is transmitted to other parts of the press. This design also eliminates any horizontal shear forces on the foundation.

3.2 Main Pressing Cylinder

The wheel press shall consist of one main hydraulic cylinder mounted in the main fixed head left of center. The cylinder pistons are ground, polished and surface hardened. The rod surfaces shall be hard chromed with low friction seals utilized on all sliding surfaces. The cylinder rod is also mounted to a linear guide to prevent the rod from rotating. The main cylinder will also have a spring loaded centering device that will be used to center and support the axle on its tapered turning centers.

During the entire operation, the axle centerline and the hydraulic pressing cylinder centerline will remain collinear with each other.

3.3 Cross Beams (Tie-Rods)

Refer to Section 3.1 above for a description of the press tie-rods.

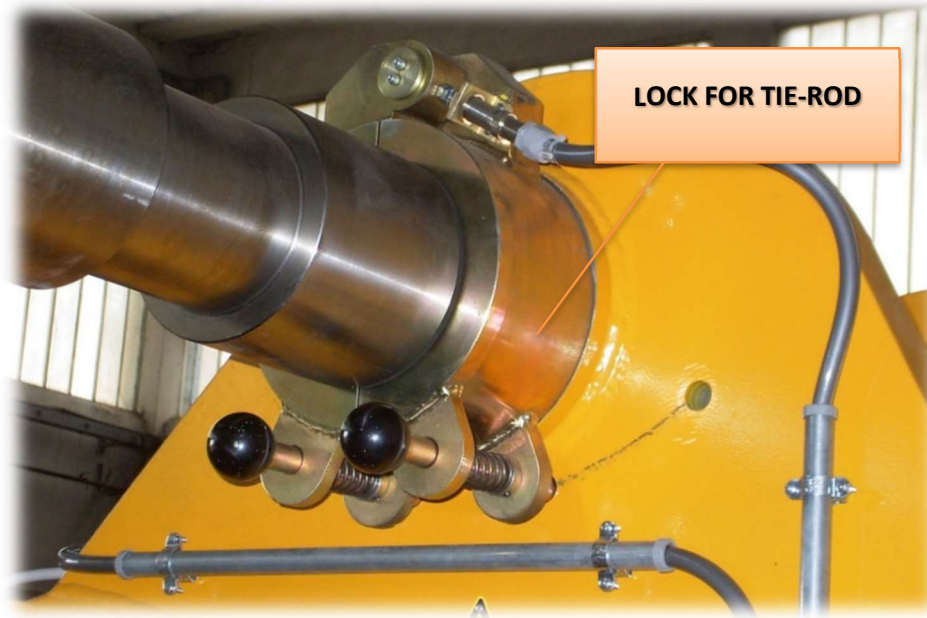
3.4 Mobile Resistance Head

The resistance head shall consist of two thick steel side plates welded to interior reinforcing plates. The bottom of the resistance head contains steel wheels complete with sealed bearings, which run along the precisely machined flat rails that are fixed to the base frame.

Positioning the resistance head will be done manually by the operator via push-button control and an electric gear-motor with rack and pinion power transmission. The resistance head will be locked into the correct position with automatic clamps.

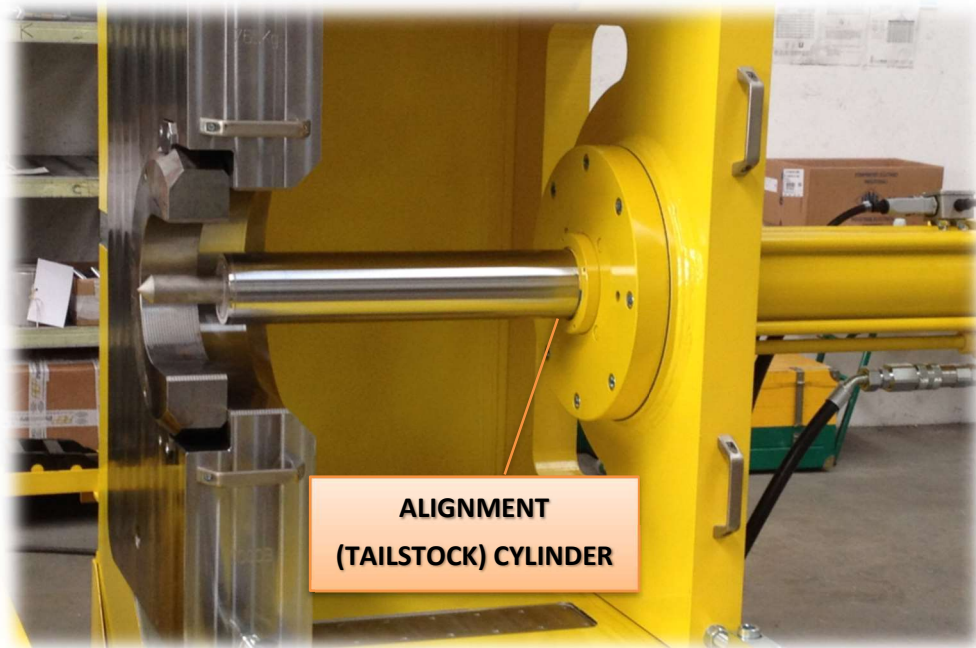
Technical Data for the Resistance Head:

Travel Speed	1.2 in/sec	30 mm/sec
Motor Voltage	460/3/60 VAC	
Auxiliary Voltage	24 VDC	



3.5 Alignment (Tailstock) Cylinder

On the resistance head there is a machined pocket where the plate supporting the centering tailstock cylinder (alignment cylinder) is inserted and fixed into place during the mounting or dismounting cycles. This cylinder will keep the axle collinear with the centerline of the press.



3.6 Hydraulic System

The hydraulic system is composed of:

- Hydraulic power unit;
- Hydraulic cylinders;
- Interconnecting hoses and piping.

The oil required to fill the hydraulic power unit is included in the supply.

3.6.1 Hydraulic System

The hydraulic power unit shall consist of:

- Reservoir (approx. 160 gal / 605 L);
- Dual pumps;
- Proportional valve to regulate working pressure;
- Proportional valve for operating speed adjustment (main cylinder);
- Solenoid valves to control the various cylinders;
- High-efficiency air filter;
- Oil temperature thermostat;
- Low oil level indicator;
- Visual oil gauge;
- Pressure relief valve to prevent pressure overload;
- Heat exchanger with electric fan for oil temperature control.

3.6.2 Hydraulic Cylinders

The base press is equipped with the following cylinders:

- One (1) main pressing cylinder (See Section 3.2);
- One (1) alignment (tailstock) cylinder (See Section 3.5)

3.6.3 Interconnecting Hoses and Piping

Where possible, the hydraulic connections between the valve stands and the hydraulic cylinders are made utilizing rigid hydraulic piping. All hard piping will be painted not only for appearance, but to avoid any potential rust or corrosion.

All connections from the hydraulic power unit to the press will be made using burst proof flexible hoses to isolate any potential vibration. All moving components will also use flexible hoses.

3.7 Electrical Equipment

The electrical equipment for the wheel press will be enclosed in a painted steel electrical cabinet, with NEMA 12 protection. It will be placed in a location within close proximity to the press for easy access. The power supply voltage is 460/3/60 (+/- 15%), for the main power circuits and electric motors. For auxiliary circuit voltage, 24 VDC will be used. Each control device shall be identified with a nameplate, for troubleshooting efficiency. A control console to command and monitor the press shall be located in front of the machine for operator efficiency.

All power cables will be rated for 600/1000V, flame-retardant and placed inside suitable hard conduit, flexible conduit and cable-carriers.

3.7.1 Electrical Cabinet

The main electrical cabinet shall consist of:

- Three-pole master circuit breaker;
- Properly sized fuses and relays;
- Powered drives for electric motors;
- Safety relays for emergency control;
- Siemens PLC controller;
- Suitable number of input/output modules.

3.7.2 Control Panel

All machine operations will be controlled using the HMI control panel. The control panel will be positioned in an appropriate cabinet, close to the electrical cabinet, together with the laser printer. Illuminating push buttons will be installed on the panel to use alongside the HMI touch screen.

In the computer will be installed the interface software working on Windows® base (English).

The industrial PC, ASEM make, has following characteristics:

Description	PC ASEM Series HT5600-TFM 21,5"
Display	LCD TFT da 21,5" W 16:9 ▪ 1920x1080 (FHD), 16M colors, Touch-Screen Aluminum and glass front panel
CPU	Intel® Core™ i3-7101E ▪ 3,90 GHz ▪ 3M B smart cache ▪ 2 cores, 4 threads
Memory	8 GB RAM

Hard Disk	No. 2 HD SSD da 256 GB, (WESTERN DIGITAL) - 3D TLC (Triple Level Cell), with shock absorber. HDs management in RAID 1 (Redundant Array of Independent Disks)
Communication Ports	Nr. 4 Ethernet 10/100/1000 Mbps (RJ45 - 3 x Intel® I 210, 1 x Intel® I219LM) Nr. 4 USB 3.0 (Type A) Nr. 1 DVI-D Single Link (1920x1080 Full HD) Nr. 1 RS-232 (DB9M)
Power Supply	24 V DC (isolated power supply)
Operating System	Microsoft Windows 10 IoT Enterprise 2019 LTSC High End 64bit - MUI-A2
Remote Assistance	UBIQUITY PRO Win32/64

The wheel press will be controlled using a Siemens Series 1500 PLC.

The software will include a verbal description of the machine operations (in English). The images, shown on the screen, will direct the operator in a user-friendly fashion during both the assembly and disassembly phases.

The software will receive output signals from the various transducers and valves on the machine to display the read-outs on the screen, in real time. The parameters will be analyzed in the PLC and the appropriate images will be shown on the screen. The data can then be printed out onto an 8 ½" x 11" report. The configuration of the display and of the printout can be modified to suit the customer's preferences, during the manufacturing stages of the machine.

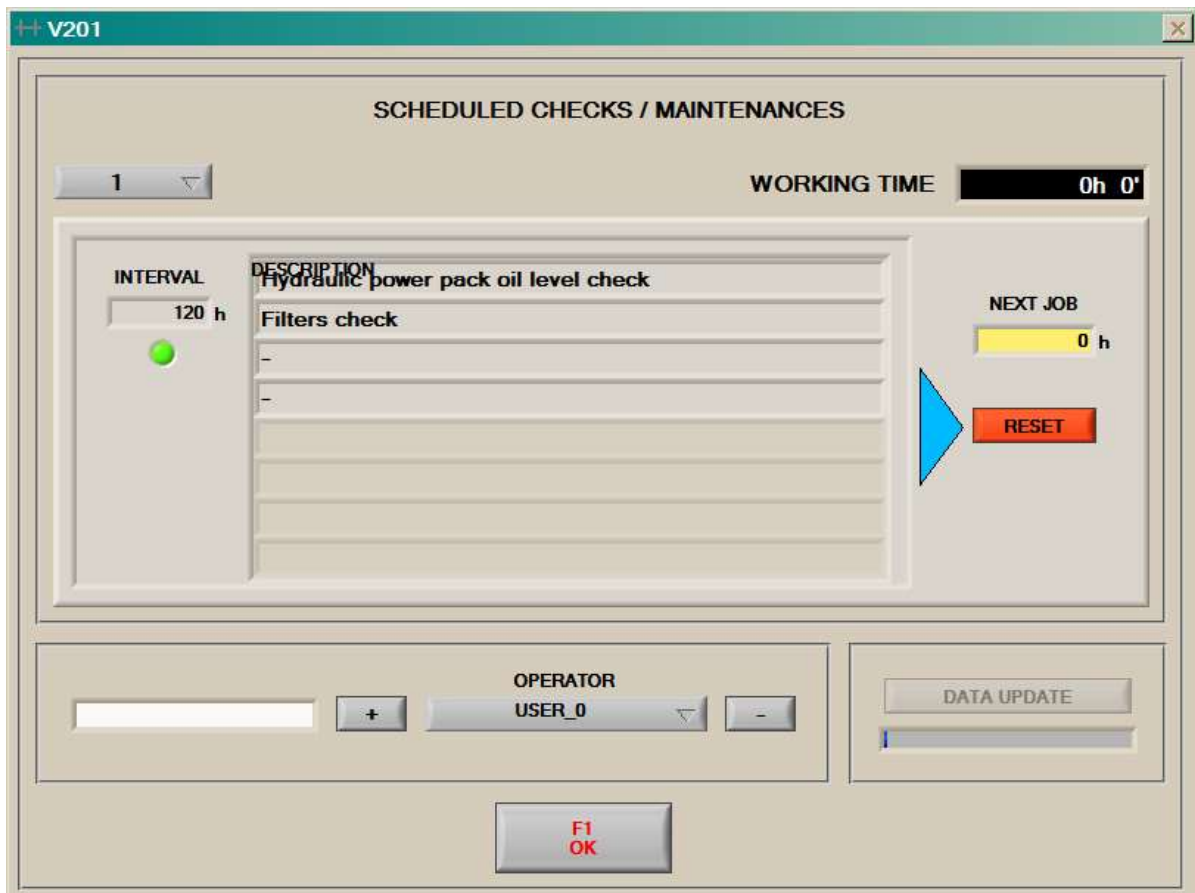
All data will be automatically stored in the computer for easy access to the files later. The data saved during the tests can be stored on external devices such as a USB flash drive so they may be later reviewed with software such as, Microsoft Excel®. For each type of wheel-set, the relative parameters can be input. They can then be stored for use during future operations for the same type of wheel-set.


In the event of any software issues with the machine, BBM engineers will have the capability to connect to the machine and interact with the software from a remote location.

The hardware to allow remote assistance capabilities will be included in the supply. However, an internet connection will be required from the customer to complete the system.

In case of unexpected damage or a fault (e.g. Power failure, hydraulic system failure, hydraulic cylinder failure, oil injection system failure) the appropriate alarm or warning banner will be shown on the operator's screen. The control system will stop the machine automatically, until the alarm and/or warning is cleared.

The machine can be operated in both automatic and manual mode. The latter, in particular, is used during the maintenance and jogging procedures. Scheduled checks and maintenance intervals will also be provided.

The screenshot shows a control interface window titled 'V201'. The main section is 'SCHEDULED CHECKS / MAINTENANCES'. It features a dropdown menu set to '1', a 'WORKING TIME' display showing '0h 0'', and a table of scheduled checks. The table has two columns: 'INTERVAL' and 'DESCRIPTION'. The first row shows '120 h' and 'Hydraulic power pack oil level check'. The second row shows a green dot and 'Filters check'. To the right of the table is a 'NEXT JOB' display showing '0 h' and a 'RESET' button. At the bottom, there is an 'OPERATOR' field showing 'USER_0', a 'DATA UPDATE' button, and a large 'F1 OK' button.

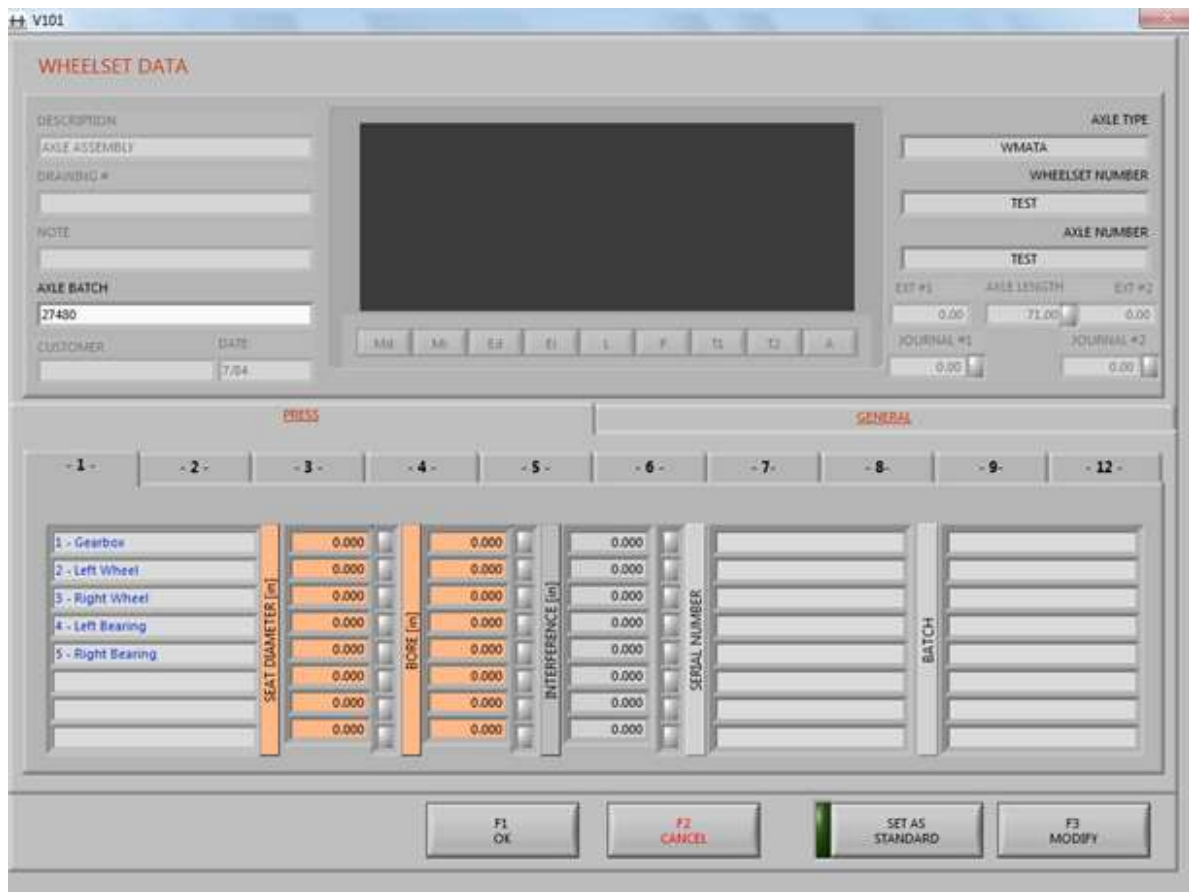
INTERVAL	DESCRIPTION
120 h	Hydraulic power pack oil level check
	Filters check

(Scheduled Maintenances shown for reference only)

3.8 Wheel-set Data & Press Recorder

A personal operator password will be required to proceed and manually enter the data for each wheel-set. The data that the operator will enter is:

- Operator name;
- Axle type;
- Axle serial no.



(Scheduled Maintenances shown for reference only)

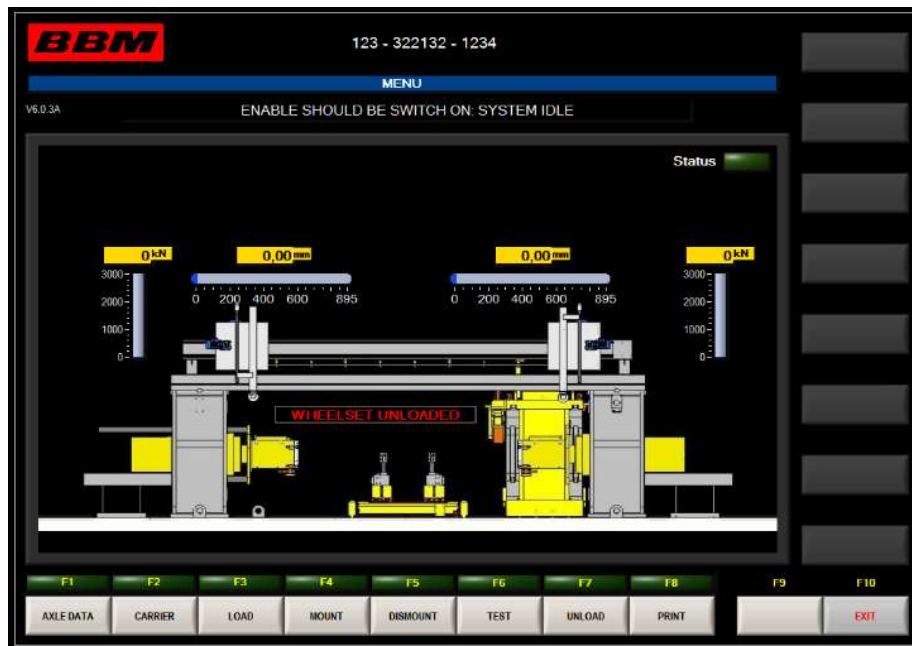
The data will be manually entered by the operator via the control panel keyboard. The data automatically filled out by the software is:

- Date and time;
- Workshop name.

The measured values that will be displayed, dynamically in real time, are:

- Max force;
- Resistance head position;


- Graph indicating the mounting curve, referring to the force and the traveled length;
- Backpressure test (diagram Force vs. Time or Force vs. Displacement);
- Result of the components mounting position and wheel gauge;
- Radial and axial run-out.



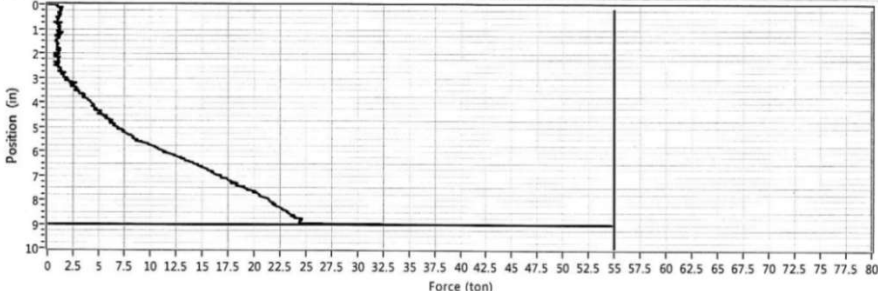
(Reference HMI Screens, for information only)

3.8.1 Mounting Report

A custom report will be configured for the customer to show the mounting data for each component on the wheel-set. The mounting report shall be in accordance with the EN13260 or Association of American Railroads ("AAR") standards

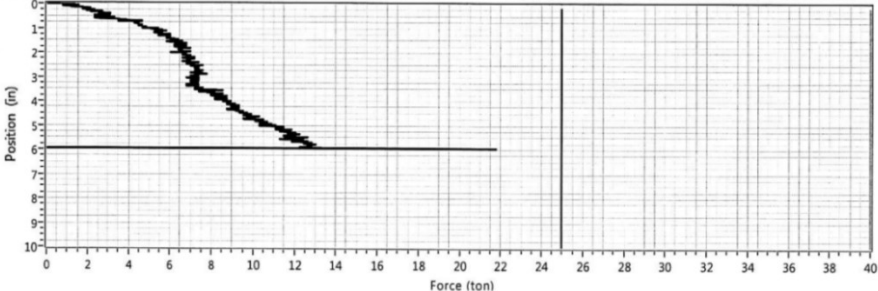
CUSTOMER		MOUNTING REPORT			
Wheelset number TEST	Type TEST	Axle number 130913			
Axle Batch 27480	Customer	Drawing #			

MOUNT - RIGHT WHEEL



Serial number 4288-1210	Batch	Date 01/08/2014 11:09	Final force (ton) 0	Max force (ton) 55
Diameter of hole (in) 0.00	Diameter of axle (in) 0.00	Speed Mount (in/s) 0.08	Interference (in) 0.00	
Operator OWNER	Inspector	Result MISFIT	Note	

MOUNT - LEFT BEARING



Serial number 1019070796	Batch	Date 01/08/2014 10:56	Final force (ton) 0	Max force (ton) 22
Diameter of hole (in) 0.00	Diameter of axle (in) 0.00	Speed Mount (in/s) 0.04	Interference (in) 0.00	Mount act (in) 0.00
Operator OWNER	Inspector	Result MISFIT	Note	

RUNOUT (in)		DISTANCE BETWEEN WHEELS (in)	AXLE LENGTH (in)
LF RO 0.000	LT RO 0.000	54.440	71.000
RF LO 0.000	RT LO 0.000		

(Reference mounting report, for information only)

3.9 Special Tooling

Special tools for mounting and dismounting **three type** of wheel-sets will be provided with the equipment. These tools will be engineered specifically for the particular wheel-sets chosen by the customer in attachment C. Gearbox oil must be drained prior to loading the wheelset into the machine for any mounting or demounting operations.

Special tooling for additional wheel-sets can be quoted as an option upon request.

3.10 Laser Assembly System

This feature, utilizing laser sensors, is capable of assembling a component pair without rotating the axle 180 degrees. This system also allows the machine to automatically position all of the components on the axle.

After one press-fit, all the data shall be printed automatically. The mounting operation shall be in accordance with the AAR standard. The location of the components being mounted is obtained using the other end of the corresponding axle journal as a reference point.

The supplied human-machine interface shall be used to display the operations, thus being able to directly monitor the dynamic press-fit process. This device allows the recorder to monitor the wheel press force and the ram distance, and plot the force-distance diagram (press force vs. wheel-axle displacement) on a screen. The diagrams shown on the screen, dynamically in real time, will be stored and displayed on a report for printing.



(Reference laser assembly system, for information only)

3.11 Wheel-set Rotation Device

The wheel-set rotation device consists of a polyurethane wheel driven by a motor. The wheel is automatically set into contact with the wheel-set by a hydraulic cylinder so that the motor can force the wheel-set into rotation. During wheel-set rotation the assembly system can verify the radial run-out on the tread circle and the axial deviation of the internal face utilizing the laser sensors.



(Reference wheelset rotation device, for information only)

3.12 Calibration Equipment

The proper equipment for calibrating the pressing forces can be included with the supply, as an option. The optional calibration equipment will include:

- One (1) certified and calibrated load cell;
 - Per ISO 376 standard, Class 1 & 2, $\pm 2\%$ of applied load.
- One (1) steel resistance plate;
 - Placed between the main pressing cylinder and the resistance head;
- One (1) machined steel frame.
 - Similar to a wheel-set, used to calibrate the measuring system and laser assembly system position.

The press is equipped with software that will guide the operator, step by step, through the calibration procedure.

4.0 OPTIONS

4.1 Automatic Wheel-set Carrier

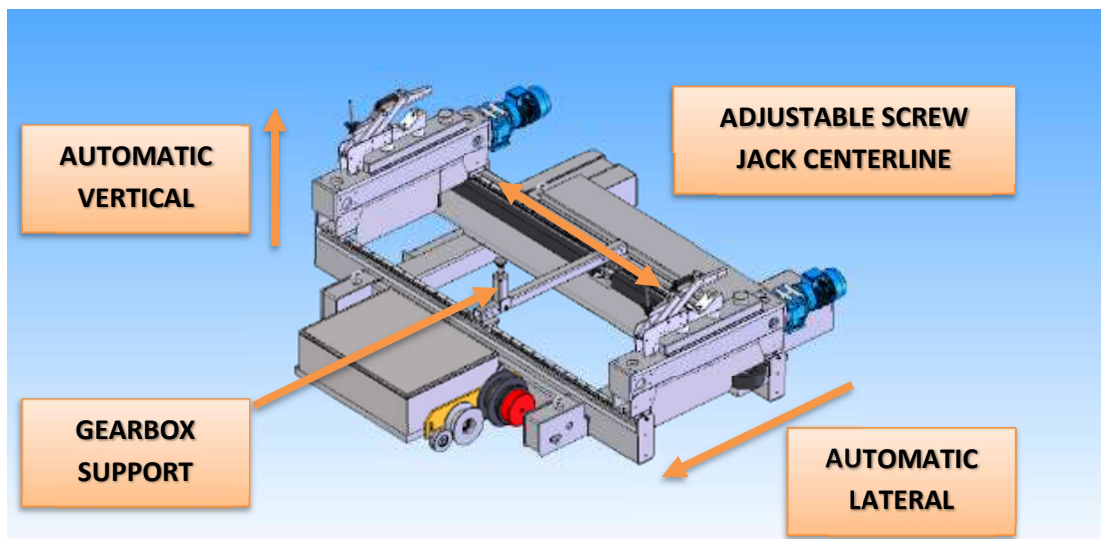
The carriage used to support and transfer the wheel-set from the pre-fitting area to the center of the wheel-set press (loading) and from center of the wheel-press to the offloading (unloading) area shall consist of:

- One (1) carrier frame;
- Four (4) steel wheel blocks;
- One (1) drive motor for lateral traverse movement;
- Two (2) motorized screw jacks for vertical movement;
- Two (2) translating axle supports;
- Two (2) automatic axle support locking mechanisms;
- One (1) gearbox support arm;
- One (1) electrical cable reel;
- One (1) electrical cabinet
- Protection covers;

Technical Data for the Automatic Carrier:

Capacity	6,614 lbs.	3000 kg
Height Range of Adjustment	5.91 in.	150 mm
Motor Voltage	460/3/60 VAC	
Auxiliary Voltage	24 VDC	

The carrier will be motorized and controlled by the PLC.



(Reference Automatic Wheelset Carrier shown, for information only)

4.2 Gearbox Jib Crane

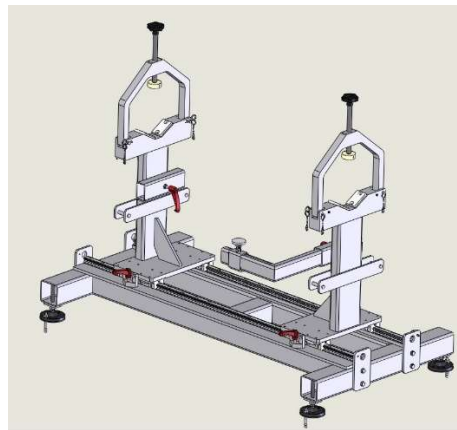
The wheel press can be equipped with one (1) single arm-lifting device, a manual jib crane, for support various gearboxes. During operation, the single arm lifting device will support the torque arm of the gearbox, preventing unwanted rotation during mounting or demounting operations. The jib crane will also translate simultaneously with the gearbox throughout its motion along the working axis of the wheel press.



(Reference jib crane shown, for information only)

4.3 Pre-fitting Stand

The pre-fitting stand is a helpful equipment to use during mounting or demounting operations to pre-fit the wheelset and/or remove components. The stand is anchored to the floor to provide more stability and safety operations. This tool will allow to prepare a second axle while the first one is positioned on the wheelset for mounting operations.



(Reference pre-fitting stand, for information only)

5.0 PAINT SPECIFICATIONS

BBM Railway Equipment Paint Specification (lead free):

Primer:

- One (1) Coat Gray Primer

Finish Coat:

- One (1) Coat Industrial - Gloss - "Pebble Gray" Color RAL 7032 for fixed parts.
- One (1) Coat Industrial - Gloss - "Safety Yellow" Color RAL 1023 for moving parts.

Machined Surfaces:

- One (1) Coat protective, easily removable, rust preventive coating – Cosmoline “or equal” prior to shipment of the equipment.

Commercial Components:

- All commercial components shall retain their original colors from the manufacturer.



6.0 REFERENCES AND LEGISLATION

The specified equipment is engineered and constructed in accordance with the technical regulations and legislation applicable in the United States of America.

The specified equipment also follows the Association of American Railroads (AAR) standard operating procedures and recommended practices.



7.0 TECHNICAL DOCUMENTATION

Technical documentation that shall be supplied with the press, in BBM's standard format, includes (in five (5) hard copies and two (2) USB Flash Drives):

- Operation and maintenance manual;
- Hydraulic system diagrams;
- Electrical wiring diagrams;
- General assembly drawings;
- Foundation drawings/loading;
- Spare parts list;
- Calibration certificate;
- Recovery CD.

8.0 CONSTRUCTION AND INSTALLATION

8.1 BBM Railway Equipment Scope

- Foundation outline drawing (recommended machine clearance),
- Foundation loads (static and dynamic with general use of the machine),
- Foundation bolt sizes and locations,
- Foundation design,
- Grout lug pocket outlines (if required),
- Recommended stub up locations (if required),
- Assembly drawings, installation instructions and supervision,
- Concrete, rebar, grout, foundation bolts and etcetera,

- Machine wiring and hydraulic connections,
- Area guarding and lighting,
- Start up, commissioning and training manpower.

8.2 Owner Scope (as listed but not limited to)

- All utilities (electrical hookup, air, data, etc.),
- Comforts, restroom facilities, work trailers, and etcetera,
- Removal of packaging and other refuse resulting from shipping, receiving, installation and start-up of the equipment,
- Cranes or means of machine lifting,
- Machine unloading, rigging and installation.
- Hydraulic Oil

9.0 ASSEMBLY AND TEST

9.1 Factory Acceptance Test

At the end of assembly at BBM's manufacturing facility, an initial test of the machine will be performed. A member of the customer's staff should be present for the run-off. Qualified wheel-sets will be supplied *by the customer* for testing. The mounting curve shown during the tests when pressing *used* components may be different compared to the standard mounting curve of *new* wheel-set components.

9.2 Acceptance of Equipment

After the equipment arrives at the customer's facility, BBM will, in accordance with the date given by the customer, direct the installation personnel to open the containers and/or boxes containing the equipment and verify each item is present with the customer's personnel based on the packing list and the contract (technical agreement).

9.3 Installation

This proposal includes the supervision for mechanical and electrical installation of the machine at the customer's final installation location. Installation supervision will be provided by BBM to direct the contractor/installer to properly install and connect the machine. Once installed, the wheel press will be calibrated at a specific temperature and a calibration certificate will be supplied.

9.4 Site Acceptance Test (Final Acceptance)

Following the installation of the equipment at the customer's facility, the final test with qualified materials (axles and wheels supplied by the customer) will be performed with a member of the customer's staff present. A commissioning certificate will be supplied after the start-up and commissioning is completed.

9.5 Staff Training

After the results of the site acceptance test have been recognized, entrusted members of the customer's staff will be trained, on-site, by the procedures outlined in the O&M manual of the machine. All qualified materials (wheel-sets) shall be supplied in time for training by the customer. A training certificate will be provided upon completion of training.

10.0 WARRANTY

The warranty lasts for twenty-four (24) months from the date of the site acceptance test of the press, but no later than twenty-seven (27) months from the delivery date of the press. This includes the costs to repair or replace any parts that are determined to be faulty. The warranty does not cover damage due to incorrect use of the machine or parts subject to normal wear.

The customer must notify BBM Railway immediately of any defective parts, and the defective parts will be corrected: if such correction requires the replacement of the defective parts, the Manufacturer will ship the replacement parts Ex Works the factory. BBM will not be held liable for damage or delay caused by defective parts and will not accept any charges for work performed by the customer in making adjustments or repairs to the equipment unless such work has been authorized by BBM.

EXHIBIT F - PROJECT SCHEDULE



PRELIMINARY TIME SCHEDULE WHEELSET PRESS MDT550/1

[illegible]



October 6, 2021

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Susan Gorin
Sonoma County Board of Supervisors

Dan Hillmer
Marin County Council of Mayors and
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Sonoma-Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Resolution Regarding Tele/Video-Conference Meetings During the COVID-19 State of Emergency

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2021-24 allowing continued use of Tele/Video Conferencing for SMART Board of Directors Meetings

SUMMARY:

On September 16, 2021; Governor Newsom signed AB-361 (attached). The legislation, will take effect on October 1, 2021, allows but does not require local government agencies subject to the Brown Act to continue to use video and/or teleconferencing to conduct Board meetings through December 31, 2023, in the manner that Governor Newsom's previous executive orders authorized during the public agencies to conduct meetings during the COVID-19 pandemic.

A public entity can use AB-361 's provisions to conduct remote public meetings under certain conditions, including when state or local officials have recommended social distancing during a proclaimed state of emergency.

Marin and Sonoma County Health Officials have recommended that we continue to use social distancing to enhance safety at public meetings. Your Board may wish to consider transitioning to hybrid (onsite and remote) board meetings. If and when your Board decides to meet in person, we recommend that we continue providing Tele/Video conferencing available for the Members of Public.

The proposed resolution would provide your Board, with the option to continue to use video- and/or teleconferencing when appropriate while the state proclamation of emergency remains in place. The proposed resolution allows but does not require that your Board to continue holding teleconference meetings.

Please note that in order to continue to meet virtually, this legislation requires that Your Board must, every 30 days, make findings on the of the applicable state of emergency and find either (1) The state of emergency continues to directly impact the ability of its members and the public to safely meet in person; or (2) The state or local officials continue to impose or recommend social distancing measures. Therefore, if you wish to do so, staff will place an agenda item every month for the Board to make such findings.

FISCAL IMPACT: There is no fiscal impact.

Very truly yours,

/s/
Farhad Mansourian
General Manager

Attachment(s):

- 1) Resolution No. 2021-24
- 2) AB 361

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, REGARDING TELE/VIDEO-CONFERENCE MEETINGS DURING THE COVID-19 STATE OF EMERGENCY

WHEREAS, on March 4, 2020, Governor Newsom proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code Section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, in lifting many restrictions that the State previously imposed due to COVID-19, the Governor indicated that those changes did not end the ongoing, proclaimed state of emergency; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code Section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; and

WHEREAS, the continued local rates of transmission of the virus and variants causing COVID-19 are such that Marin and Sonoma Health Officials have recommended that we continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings;

WHEREAS, in light of this recommendation, the Board of Directors of SMART desires to continue to have the flexibility, for itself to meet via tele/video conference.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19.
2. The state of emergency continues to directly impact the ability of SMART legislative body to meet safely in person.
3. Local officials continue to recommend measures to promote social distancing. and as a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees of in-person meetings of this legislative body within the meaning of California Government Code Section 54953(e)(1).

Resolution No. 2021-24
Sonoma-Marin Area Rail Transit District
October 6, 2021

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 6th day of October 2021, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Rabbitt, Chair, Board of Directors
Sonoma-Marin Area Rail Transit District

ATTEST:

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

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

O



October 6, 2021

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Susan Gorin
Sonoma County Board of Supervisors

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Farhad Mansourian
General Manager

5401 Old Redwood Highway
Suite 200
Petaluma, CA 94954
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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: Short Range Transit Plan (S RTP)

Dear Board Members:

RECOMMENDATION: Information Item

SUMMARY:

Federal statutes require that the Metropolitan Transportation Commission (MTC), in partnership with the state and with local agencies, develop and periodically update a long-range Regional Transportation Plan (RTP), also known as Plan Bay Area, and a Transportation Improvement Plan (TIP) which implements the RTP by programming federal funds to transportation projects contained in the RTP. In order to execute these responsibilities, MTC requires each transit operator receiving federal funds to prepare, adopt, and submit a Short-Range Transit Plan to MTC.

The purpose of the S RTP is the following:

- To serve as a management and policy document
- To clearly and concisely describe and provide the basis for the capital and operating budgets
- To submit requests for federal, state, and regional funds for capital and operating purposes
- To assess financial capacity to carry out proposed levels of operations and the associated capital improvements
- To provide MTC with information on projects and programs of regional significance
- To assess progress implementing recommendations provided through the Transit Sustainability Project

The planning horizon for the S RTP is 10 years and the plan is supposed to be updated at least once every four years. The scope of the S RTP is prescribed by MTC. MTC is currently having discussions with operators about the timing of S RTP, so timing of future updates may change.

The attached Short-Range Transit Plan is the first one that SMART has prepared. Although the normal plan document is for a period of 10 years, SMART's plan goes through FY 29 since our largest funding source, sales tax, currently expires in FY 29. The SRTP was based on Capital Plan that was adopted in April 2021.

This document is in draft form and will be posted for the public to review for a period of 30 days. Comments can be submitted to:

Heather McKillop
Chief Financial Officer
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
hmckillop@sonomamarintrain.org

All comments will be due by **5:00pm on Friday, November 5, 2021**. Once comments are received, they will be reviewed and either incorporated into the plan or the Board will receive information as to why they were not. Depending on the volume of comments, the final plan is anticipated to come to the Board for adoption on November 17, 2021.

Very truly yours,

/s/
Heather McKillop
Chief Financial Officer

Attachment(s):

- 1) PowerPoint Presentation – Short-Range Transit Plan
- 2) Draft Short-Range Transit Plan

SMART BOARD OF DIRECTORS SHORT-RANGE TRANSIT PLAN OCTOBER 2021



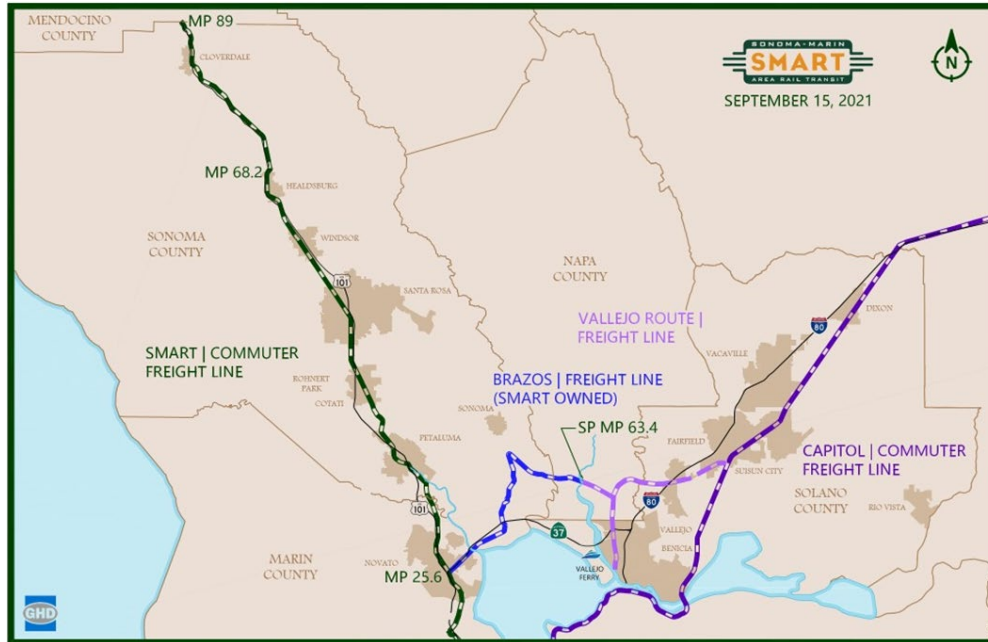
Why Short-Range Transit Plan (SRTP)

- Each transit operator receiving federal funds is required to prepare, adopt, and submit a SRTP
- Purpose:
 - Management and policy document
 - Clearly and concisely describe the basis for the capital and operating budgets
 - Submit requests for federal, state, and regional funds
 - To assess financial capacity
 - To provide MTC with information on projects and programs of regional significance
 - To assess progress towards implementing recommendations provided through the Transit Sustainability Project
- Format and content is prescribed
- Fiscal Year (FY) 2022-2029
 - Due to expiration of Measure Q in 2029

Contents

- Overview of Agency
- Goals, Objectives, and Standards
- Service and Systems Evaluation
- Operations Plan & Budget
- Capital Plan
- Overview
 - Windsor
 - Petaluma In-fill Station

Freight



- February 12, 2021 – notice of exemption approved by Surface Transportation Board
- March 25, 2021 – quit claim deed executed transferring the line of railroad and rights of way between Sonoma-Mendocino county line and Healdsburg
- June 11, 2021 – STB approved NWPCo's petition for discontinuance of service and authorized SMART to assume freight service and common carrier duties
- SMART is currently weighing options for operations (outsource or in-house)
- SMART received \$4 million from SB 1029 for the acquisition of freight rights and equipment
- SMART received \$2 million from AB 74 for maintenance and safety upgrades
- Another \$4 million was recently included in the State's budget for maintenance and upgrades

Goals, Objectives, and Standards

- Board Approved Measures (April 2021)
 - Operating Expense per Vehicle Revenue Mile
 - Cost Efficiency
 - Operating Expense per Passenger Mile
 - Cost Effectiveness
 - Passenger Trips per Vehicle Revenue Mile
 - Service Efficiency
 - Average Fare per Passenger
 - Cost Effectiveness
 - Future
 - Pathway Usage
 - On-Time Performance
 - Climate Benefits
 - Customer Experience

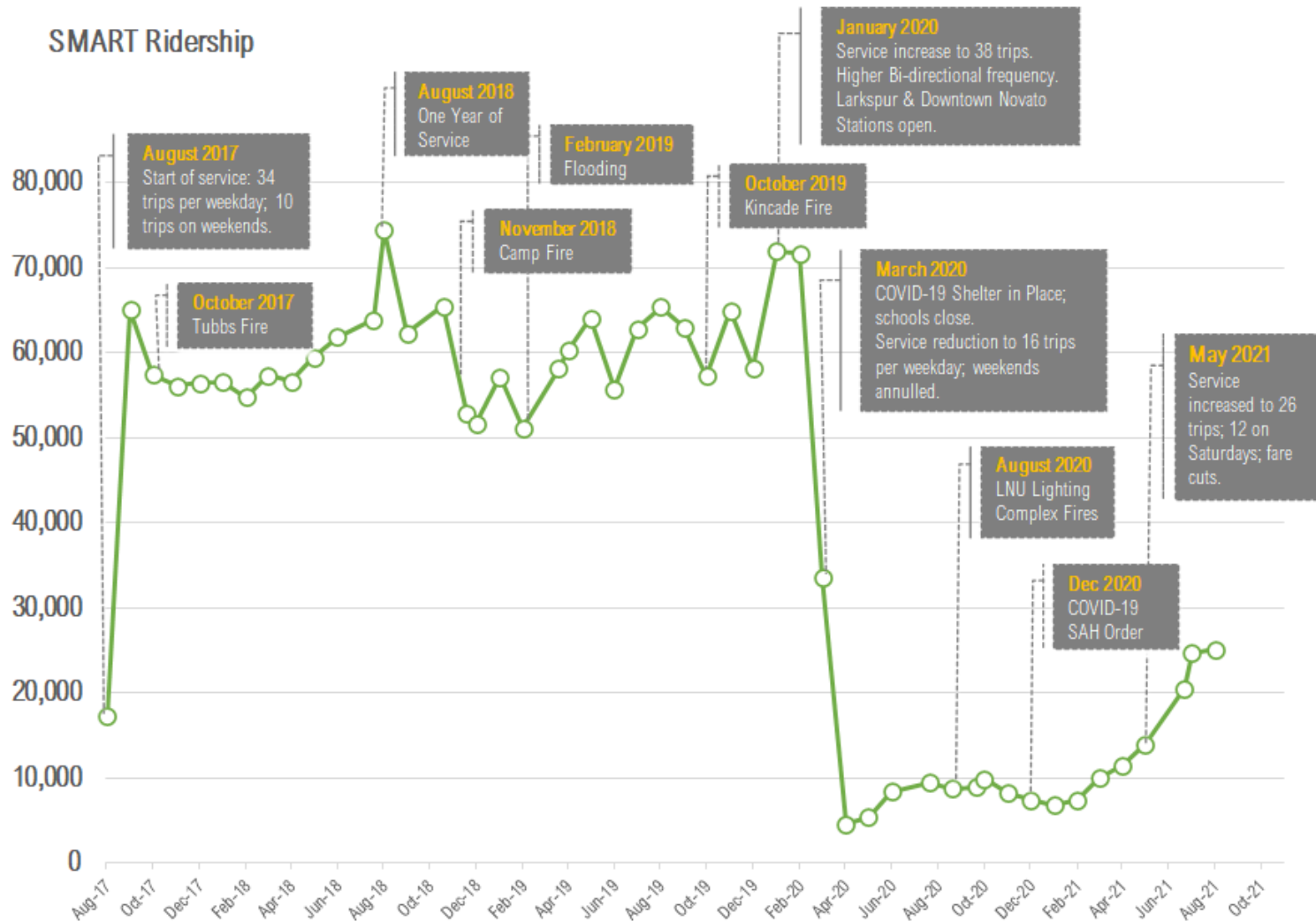
Service and Systems Evaluation

- SMART has been in Revenue Service for 4 Years
 - August 2017
 - Opened from Sonoma County Airport to San Rafael
 - December 2019
 - Opened San Rafael to Larkspur Extension
 - Opened 2 New Stations
 - Larkspur & Downtown Novato
 - January 2020
 - Added 4 more weekday trips and provided service every 32 minutes most of the day

Service and Systems Evaluation

- Since opening in 2017, the SMART service area has been impacted in many ways
- 12 Federal Disasters in Sonoma County
 - Three catastrophic wildfires
 - Two floods
 - Extended public safety power shut-offs
 - COVID-19
- Significant impact to people SMART serves
 - The impact to work and school patterns is unknown

SMART Ridership



Service and Systems Evaluation

- Service Level – Opening
 - 34 weekday one-way trips
 - 10 weekend one-way trips
- Service Level – January 2020
 - 38 weekday one-way trips
 - 10 weekend one-way trips
- Service Level – April 2020
 - 16 weekday one-way trips
 - Weekend service suspended
- Service Level – May 2021
 - 26 weekday one-way trips
 - 12 one-way trips on Saturday
 - Sunday service suspended

Effective September 20, 2021
Efectivo el 20 de Septiembre de 2021

SONOMA-MARIN SMART AREA RAIL TRANSIT

AM Times Horas AM PM Times Horas PM

TEMPORARY WEEKDAY SCHEDULE HORARIO TEMPORAL DE DÍAS LABORALES

SOUTHBOUND - Sonoma County Airport to Larkspur DIRECCIÓN SUR - Sonoma County Airport a Larkspur

TRAIN NUMBER	1	3	5	7	9	11	13	15	17	19	21	23	25	27	29	31	33	35
Sonoma County Airport	5:00	6:05	7:10	8:14	9:18	10:25	11:31	12:35	13:41	14:45	15:51	16:55	18:01	19:07	20:13	21:19	22:25	23:31
Santa Rosa North	5:05	6:10	7:15	8:19	9:23	10:30	11:36	12:40	13:46	14:50	15:56	17:02	18:08	19:14	20:20	21:26	22:32	23:38
Santa Rosa Downtown	5:13	6:17	7:21	8:25	9:29	10:36	11:42	12:46	13:52	14:56	16:02	17:08	18:14	19:20	20:26	21:32	22:38	23:44
Rockwell Park	5:21	6:25	7:29	8:33	9:37	10:44	11:50	12:54	14:00	15:06	16:12	17:18	18:24	19:30	20:36	21:42	22:48	23:54
Conali	5:29	6:33	7:37	8:41	9:45	10:52	11:58	13:04	14:10	15:16	16:22	17:28	18:34	19:40	20:46	21:52	22:58	24:04
Redwood Downtown	5:38	6:42	7:46	8:50	9:54	11:01	12:07	13:13	14:19	15:25	16:31	17:37	18:43	19:49	20:55	22:01	23:07	24:13
Novato San Marin	5:51	6:55	7:59	9:03	10:07	11:14	12:20	13:26	14:32	15:38	16:44	17:50	18:56	20:02	21:08	22:14	23:20	24:26
Novato Downtown	5:54	6:58	8:02	9:06	10:10	11:17	12:23	13:29	14:35	15:41	16:47	17:53	18:59	20:05	21:11	22:17	23:23	24:29
Novato Marin	6:02	7:06	8:10	9:14	10:18	11:25	12:31	13:37	14:43	15:49	16:55	18:01	19:07	20:13	21:19	22:25	23:31	24:37
Marin Civic Center	6:08	7:12	8:16	9:20	10:24	11:31	12:37	13:43	14:49	15:55	17:01	18:07	19:13	20:19	21:25	22:31	23:37	24:43
San Rafael	6:14	7:18	8:22	9:26	10:30	11:37	12:43	13:49	14:55	16:01	17:07	18:13	19:19	20:25	21:31	22:37	23:43	24:49
Larkspur	6:21	7:25	8:29	9:33	10:37	11:44	12:50	13:56	15:02	16:08	17:14	18:20	19:26	20:32	21:38	22:44	23:50	24:56

NORTHBOUND - Larkspur to Sonoma County Airport DIRECCIÓN NORTE - Larkspur a Sonoma County Airport

TRAIN NUMBER	1	3	5	7	9	11	13	15	17	19	21	23	25	27	29	31	33	35
Larkspur	6:38	7:42	8:46	9:50	10:54	12:01	13:07	14:13	15:19	16:25	17:31	18:37	19:43	20:49	21:55	23:01	24:07	25:13
Santa Rosa North	6:46	7:50	8:54	9:58	11:05	12:11	13:17	14:23	15:29	16:35	17:41	18:47	19:53	20:59	22:05	23:11	24:17	25:23
Santa Rosa Downtown	6:54	7:58	9:02	10:06	11:13	12:19	13:25	14:31	15:37	16:43	17:49	18:55	20:01	21:07	22:13	23:19	24:25	25:31
Rockwell Park	7:02	8:06	9:10	10:14	11:21	12:27	13:33	14:39	15:45	16:51	17:57	19:03	20:09	21:15	22:21	23:27	24:33	25:39
Conali	7:10	8:14	9:18	10:22	11:29	12:35	13:41	14:47	15:53	16:59	18:05	19:11	20:17	21:23	22:29	23:35	24:41	25:47
Redwood Downtown	7:18	8:22	9:26	10:30	11:37	12:43	13:49	14:55	16:01	17:07	18:13	19:19	20:25	21:31	22:37	23:43	24:49	25:55
Novato San Marin	7:31	8:35	9:39	10:43	11:50	12:56	14:02	15:08	16:14	17:20	18:26	19:32	20:38	21:44	22:50	23:56	25:02	26:08
Novato Downtown	7:34	8:38	9:42	10:46	11:53	13:00	14:06	15:12	16:18	17:24	18:30	19:36	20:42	21:48	22:54	24:00	25:06	26:12
Novato Marin	7:42	8:46	9:50	10:54	12:01	13:07	14:13	15:19	16:25	17:31	18:37	19:43	20:49	21:55	23:01	24:07	25:13	26:19
Marin Civic Center	7:48	8:52	9:56	11:00	12:07	13:13	14:19	15:25	16:31	17:37	18:43	19:49	20:55	22:01	23:07	24:13	25:19	26:25
San Rafael	7:54	8:58	10:02	11:06	12:13	13:19	14:25	15:31	16:37	17:43	18:49	19:55	21:01	22:07	23:13	24:19	25:25	26:31
Larkspur	8:01	9:05	10:09	11:13	12:20	13:26	14:32	15:38	16:44	17:50	18:56	20:02	21:08	22:14	23:20	24:26	25:32	26:38

TEMPORARY WEEKEND/HOLIDAY SCHEDULE - SATURDAY ONLY (NO SUNDAY SERVICE) HORARIO TEMPORAL DE LOS FINES DE SEMANA Y DÍAS FERIADOS - SÓLO EL SÁBADO (NO HAY SERVICIO DE TREN LOS DOMINGOS)

SOUTHBOUND - Sonoma County Airport to Larkspur DIRECCIÓN SUR - Sonoma County Airport a Larkspur

TRAIN NUMBER	1	3	5	7	9	11
Sonoma County Airport	7:35	8:45	10:05	11:25	12:45	14:05
Santa Rosa North	7:42	8:52	10:12	11:32	12:52	14:12
Santa Rosa Downtown	7:46	8:56	10:16	11:36	12:56	14:16
Rockwell Park	7:54	9:04	10:24	11:44	13:04	14:24
Conali	7:57	9:07	10:27	11:47	13:07	14:27
Redwood Downtown	8:02	9:12	10:32	11:52	13:12	14:32
Novato San Marin	8:24	9:34	10:54	12:14	13:34	14:54
Novato Downtown	8:27	9:37	10:57	12:17	13:37	14:57
Novato Marin	8:35	9:45	11:05	12:25	13:45	15:05
Marin Civic Center	8:41	9:51	11:11	12:31	13:51	15:11
San Rafael	8:47	9:57	11:17	12:37	13:57	15:17
Larkspur	8:54	10:04	11:24	12:44	14:04	15:24

NORTHBOUND - Larkspur to Sonoma County Airport DIRECCIÓN NORTE - Larkspur a Sonoma County Airport

TRAIN NUMBER	1	3	5	7	9	11
Larkspur	8:34	9:44	11:04	12:24	13:44	15:04
San Rafael	8:42	9:52	11:12	12:32	13:52	15:12
Marin Civic Center	8:47	9:57	11:17	12:37	13:57	15:17
Novato Marin	8:54	10:04	11:24	12:44	14:04	15:24
Novato Downtown	9:00	10:10	11:30	12:50	14:10	15:30
Novato San Marin	9:07	10:17	11:37	12:57	14:17	15:37
Redwood Downtown	9:16	10:26	11:46	13:06	14:26	15:46
Conali	9:20	10:30	11:50	13:10	14:30	15:50
Rockwell Park	9:23	10:33	11:53	13:13	14:33	15:53
Santa Rosa Downtown	9:24	10:34	11:54	13:14	14:34	15:54
Santa Rosa North	9:25	10:35	11:55	13:15	14:35	15:55
Sonoma County Airport	9:31	10:41	12:01	13:21	14:41	16:01

Submit the rider alert and directly to your smartphone. Text the word SMART to 688-777 to sign up.

760.794.3330

Customer Service, Mon-Fri 8:00 AM - 5:00 PM

Genera el alerta directamente a tu teléfono. Envía el texto SMART al 688-777 para registrarte.

www.sonomarailtransit.org

www.sonomarailtransit.org

Operation Plan and Budget

- Three Major Divisions
 - Transportation
 - Operating trains
 - Passenger safety
 - Assisting Passengers
 - Dispatch
 - Moveable Bridge Operations
 - Vehicle Maintenance
 - Preventative Maintenance Work
 - Inspections
 - Cleaning and Maintenance
 - Maintenance of Way
 - Track and right of way inspection and maintenance
 - Maintenance of SMART owned facilities

Operation Plan and Budget

Estimated Operating Revenues FY 22-29 (in millions)

Description	FY22	FY23	FY24	FY25	FY26	FY27	FY 28	FY29
FTA 5307 Urbanized Area Funds	\$2.9	\$3.0	\$3.1	\$3.2	\$3.2	\$3.3	\$3.4	\$3.4
Fare Revenue	\$0.8	\$2.4	\$3.0	\$3.1	\$3.2	\$3.2	\$3.2	\$3.2
Interest Earnings	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4
Misc.	\$0.5	\$0.7	\$0.9	\$0.9	\$1.0	\$1.0	\$1.0	\$1.1
State Rail Assistance	\$3.1	\$5.1	\$3.6	\$3.7	\$3.8	\$3.9	\$4.0	\$4.2
STA - Revenue	\$1.8	\$1.8	\$1.9	\$1.9	\$2.0	\$2.0	\$2.1	\$2.2
STA - Population	\$0.5	\$0.5	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4
Measure Q	\$12.3	\$13.1	\$15.1	\$15.7	\$16.4	\$17.0	\$17.7	\$18.2
Total	\$22.3	\$27.0	\$28.4	\$29.3	\$30.4	\$31.2	\$32.2	\$33.1

Operation Plan and Budget

Estimated Operating Expenditures FY 22-29 (in millions)

Description	FY22	FY23	FY24	FY25	FY26	FY27	FY 28	FY29
Estimated Salaries & Benefits	\$16.3	\$17.7	\$18.1	\$18.7	\$19.3	\$19.8	\$20.5	\$21.1
Service & Supplies	\$6.0	\$9.3	\$9.6	\$9.9	\$10.3	\$10.6	\$10.9	\$11.2
Additional Operation Costs for Windsor	\$0.0	\$0.0	\$0.7	\$0.7	\$0.8	\$0.8	\$0.8	\$0.8
Total	\$22.3	\$27.0	\$28.4	\$29.3	\$30.4	\$31.2	\$32.2	\$33.1

Capital Plan

- Board Adopted Plan – April 2021
 - FY 22-29
 - \$2.6 million set aside for match
 - All estimates are in 2021 dollars and will need to be inflated to the year of expenditure (YOE)

Capital Plan

- Revenue Vehicles
 - No replacement of Diesel Multiple Units are anticipated in this plan (FY 22-29)
- Non-Revenue Vehicles

# of Units	Replacement Year	Replacement Cost
3	FY22	\$ 169,886
8	FY23	\$ 488,000
5	FY24	\$ 258,000
6	FY25	\$ 255,000
7	FY26	\$ 419,000

Capital Plan – Pathways Connecting Stations (Design Funded)

Start	End	Distance (Miles)
McInnis Parkway	Smith Ranch Road	.74
Smith Ranch Road	Main Gate Road	2.65
State Access Road	Bay Trail	1.40
Hannah Ranch Road	Vintage Way	.38
Vintage Way	North Side of Novato Circle	.64
Grant Avenue	Olive Avenue	.26
Olive Avenue	Rush Creek Place	.38
Lakeville Street	Payran Street	.30
Main Street	W. Railroad Avenue	1.48
3 rd Street	6 th Street	.05
Guerneville Road	West Steele Lane	.32
West Steele Lane	San Miguel Boulevard	1.30
San Miguel Boulevard	Airport Boulevard	3.11

Capital Plan – Pathways Connecting Stations (Construction Funded)

Start	End	Distance (Miles)
McInnis Parkway	Smith Ranch Road	.74
Lakeville Street	Payran Street	.30
South Point Boulevard	Corona Road	.70
Corona Road	Ely Road	1.16
Ely Road	Main Street	1.06
Golf Course Drive	Todd Road	1.78
Todd Road	West Robles Avenue	.50
West Robles Avenue	Bellevue	.53
Prince Greenway/ JRT	3 rd Street	.06
Airport Boulevard	Windsor River Road	3.00
Lakeville Street	Payran Street	.30

Capital Plan – Pathways Connecting Stations (Construction Unfunded)

Start	End	Distance (Miles)
Smith Ranch Road	Main Gate Road	2.65
State Access Road	Bay Trail	1.40
Hannah Ranch Road	Vintage Way	.38
Vintage Way	North Side of Novato Circle	.64
Grant Avenue	Olive Avenue	.26
Olive Avenue	Rush Creek Place	.38
Main Street	W. Railroad Avenue	1.48
3 rd Street	6 th Street	.05
Guerneville Road	West Steele Lane	.32
West Steele Lane	San Miguel Boulevard	1.30
San Miguel Boulevard	Airport Boulevard	3.11
Windsor River Road	Healdsburg Station	5.10
Healdsburg Station	Cloverdale Station	15.2

Capital Plan – Bridges Funded

Milepost	Description
24.36	Drainage Tributary Pacheco Creek Timber Bridge Replacement
28.77	Rush Creek Timber Trestle Replacement
29.31	Basalt Creek Timber Trestle Replacement
31.47	San Antonio Tributary Timber Trestle Replacement
35.54	Drainage Channel Timber Trestle Replacement

Capital Plan – Bridges Unfunded

Milepost	Description
34.21	Schultz Slough Concrete Ballasted Deck Bridge Replacement
44.37	Lichau Creek Timber Trestle Replacement
46.97	Copeland Creek Timber Bridge Replacement
49.12	Laguna de Santa Rosa Timber Trestle Replacement
15.71	Auburn Timber Bridge Replacement
59.50	Mark West Creek Segment A Timber Trestle Replacement

Capital Plan – Passenger Rail

- Windsor
 - Work as been suspended pending California Supreme Court decision on the funding source
- Unfunded Passenger Rail
 - Petaluma Infill Station
 - \$12 million
 - Windsor to Healdsburg
 - 5 miles
 - \$118 million
 - Healdsburg to Cloverdale
 - 16.8 miles
 - \$170 million
 - Novato to Suisun City
 - 41 miles
 - \$1.3 billion

Questions?



Short-Range Transit Plan

Fiscal Year 2022 – Fiscal Year 2029

Sonoma-Marin Area Rail Transit District

Approved _____, 2021

Federal transportation statutes require that the Metropolitan Transportation Commission (MTC), in partnership with state and local agencies, develop and periodically update a long-range Regional Transportation Plan (RTP), also known as Plan Bay Area, and a Transportation Improvement Plan (TIP) which implements the RTP by programming federal funds to transportation projects contained in the RTP. To effectively execute these planning and programming responsibilities, MTC requires that each transit operator in its region which received federal funding through the TIP, prepare, adopt, and submit to MTC a Short-Range Transit Plan (SRTP).

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Overview of Transit System

History

The Sonoma Marin Area Rail Transit (SMART) District was established by the California Legislature through the enactment of AB 2224 in 2002. The SMART District includes both Sonoma and Marin Counties and was created for the purpose of providing unified and comprehensive structure for the ownership and governance of passenger and freight rail system within Sonoma and Marin Counties and to provide passenger and freight train service along the existing publicly owned railroad right-of-way.

SMART passenger rail service began in August of 2017 with two-way passenger train service on 43 miles to 10 stations between Downtown San Rafael in Marin County and Airport Boulevard in Sonoma County. In late 2019, two new stations were completed in Downtown Novato and Larkspur near the regional Ferry to San Francisco. These two stations in Marin County brought rail service to its current total of 45 miles with 12 passenger stations.

Train service is provided in state-of-the-art diesel multiple unit (DMU) rail vehicles utilizing one of the first Positive Train Control systems for passenger rail. Prior to the COVID-19 shutdown, service was provided roughly every 30-minutes during commute hours with additional service midday and weekends. SMART also manages 24 miles of an ancillary bicycle/pedestrian pathway on its right of way connecting to the SMART's stations where cyclists can find secure parking at the station or on-board the train for their bikes.

As a railroad, SMART is subject to the Federal Railroad Administration (FRA) for safety oversight, including compliance of Positive Train Control requirements. SMART is also subject to the California Public Utilities Commission (CPUC) for grade crossing safety oversight. The FRA has found SMART in compliance with all Positive Train Control (PTC) requirements, operating safety oversight requirements and has favorably reviewed SMART on two occasions for expansion project management oversight.

In 2015, the Federal Transit Administration (FTA) designated SMART as a Direct Recipient and eligible to receive operating and capital formula grant funds. To receive that designation SMART had to prove legal, financial, and technical capacity. As a result of that designation, SMART must adhere to FTA's numerous policy oversight requirements, including the Civil Rights requirements that every public transit agency must comply with: Americans with Disabilities Act (ADA); Title VI; Disadvantaged Business Enterprise (DBE); and Equal Employment Opportunity (EEO). SMART adheres to the FTA's policy requirements and the SMART Board has current adopted Title VI and DBE programs, as required. The FTA has not yet conducted a policy compliance review of SMART, but those reviews are generally conducted every three years.

Key Milestones and Events

2002	SMART was created by the California Legislature
2008	SMART's ¼ cent sales tax was passed
2015	Federal Transit Administration designates SMART as a direct grantee
August 2017	Federal Railroad Administration grants SMART positive train control revenue service demonstration status
August 2017	Service Started between San Rafael and Santa Rosa Airport to include 34 trips/ weekday and 10 trips/ weekend
October 2017	Tubbs Fire in Sonoma County
August 2018	1 st Anniversary of the start of service
November 2018	Camp Fire in Sonoma County
February 2019	Flooding in Marin County and Sonoma County
August 2019	2 nd Anniversary of the start of service
October 2019	Kincade Fire in Sonoma County
December 2019/ January 2020	Larkspur Extension and Downtown Novato opens. Service increases to 38 trips/ weekday
March 2020	COVID-19 Shelter-in-Place Orders go into effect. Trips reduced to 16 trips/ weekday and no weekend service
August 2020	3 rd Anniversary of the start of service
August 2020	LNU Lighting Complex Fires in Sonoma County
March 2021	Marin County Progresses to less restrictive COVID tier
April 2021	Sonoma County Progresses to less restrictive COVID Tier
May 2021	Service is expanded to add 10 additional trips on weekdays and service is resumed on Saturday with 12 trips
May 2021	Fares are reduced approximately 40%
August 2021	4 th Anniversary of the start of service

Governance

SMART is governed by a 12-member Board consisting of elected and appointed officials appointed as specified in AB 2224 serving staggered 4-year terms.

Sonoma County

- Two members of the Sonoma County Board of Supervisors, each of whom shall serve on the Board of Directors of the Sonoma County Transportation Authority, appointed by the Sonoma County Board of Supervisors.
- Three members, each of whom shall be a mayor or council member of a city or town within the Sonoma County, appointed by the Sonoma County Mayors and Council Members Association. They must meet the following conditions: (1) Two members are also city representatives for the Sonoma County Transportation Authority (2) All the members are from cities on the rail line in Sonoma County (3) No city has more than one member.

Marin County

- Two members of the Marin County Board of Supervisors appointed by the Marin County Board of Supervisors.
- One member of the City Council of the City of Novato who also serves on the Marin County Congestion Management Agency, appointed by the Marin County Congestion Management Agency
- One member of the City Council of the City of San Rafael who also serves on the Marin County Congestion Management Agency, appointed by the Marin County Congestion Management Agency
- One member, who shall be a mayor or council member of the city or town within Marin County and a member of the Marin County Congestion Management Agency, appointed by the Marin County Council of Mayors and Council Members

Golden Gate Bridge, Highway and Transportation District

- Two representatives from the Golden Gate Bridge District neither of whom shall be a member of the Sonoma or Marin County Board of Supervisors, appointed by the Golden Gate Bridge, Highway and Transportation District.

Current representation on the SMART Board of Directors:

David Rabbitt – Chair Sonoma County Board of Supervisors	Barbara Pahre – Vice Chair Golden Gate Bridge District
Judy Arnold Marin County Board of Supervisors	Melanie Bagby Sonoma County Mayors and Councilmembers Association
Kate Colin Transportation Authority of Marin	Damon Connolly Marin County Board of Supervisors
Debora Fudge Sonoma County Mayors and Councilmembers Association	Patty Garbarino Golden Gate Bridge District
Susan Gorin Sonoma County Board of Supervisors	Daniel Hillmer Marin County Council of Mayors and Councilmembers
Eric Lucan Transportation Authority of Marin	Chris Rogers Sonoma County Mayors and Councilmembers Association

Organizational Structure

The Board appoints a General Manager for the District. In addition, the Chief Financial Officer, General Counsel, and Chief Engineer are appointed by the Board.

General Manager – Farhad Mansourian	Chief Financial Officer – Heather McKillop
General Counsel – Tom Lyons	Chief Engineer – Bill Gamlen

The SMART organization has been developed in conjunction with the project construction, including the creation and staffing of SMART's three operating department divisions: Transportation, Maintenance of Way, and Vehicle Maintenance. As of 2021, has 139.5 employees. All operations are performed by SMART employees. SMART has 3 unions:

- Operating Engineers Local Union No. 3 AFL-CIO
 - Collective Bargaining Agreement (CBA) expires December 15, 2022
- International Brotherhood of Teamsters Local No. 665
 - Maintenance of Way Technicians Unit CBA expires June 30, 2022
 - Supervisors Unit Expires June 30, 2022
- International Association of Machinists and Aerospace Workers Local Lodge 1414
 - CBA expires June 30, 2022

Short-Range Transit Plan

This is SMART's first Short-Range Transit Plan. As a new transit agency that has just celebrated its 4th year of revenue service, we are just starting to mature our systems, policies, and procedures and have tried to comply as thoroughly as possible with MTC and SMART's Short-Range Transit Plan Agreement dated August 5, 2019.

This plan only covers the first eight-years, July 1, 2021, through June 30, 2029, of the ten-year period traditionally covered in a Short-Range Transit Plan. This is due to the expiration of SMART's local sales tax funding in Fiscal Year (FY) 2029. The voters of Marin and Sonoma Counties approved Measure Q which imposed a ¼ of 1% sales tax on tangible personal property at retail, was passed with 69.6% of the votes in November of 2008. The collection of that voter approved sales tax sunsets in March of 2029. To reauthorize Measure Q well in advance of its expiration, thus providing financial stability for SMART's ongoing operating expenses, in March 2020, Measure I went to the ballot to extend the sales tax through March 31, 2059. Even though it received over 50% of the vote, Measure I failed to garner the two-thirds super majority that is required on specified tax measures in California. The final count was 53.6% in favor and 46.4% opposed.

This first SMART Short-Range Transit Plan is fiscally balanced for the first eight years (FY 22 – FY 29). With the expiration of Measure Q local sales tax funding and until a voter authorized extension of the sales tax measure is secured, SMART cannot balance years after FY 29. It is currently estimated that the combined shortfall for FY 30 and FY 31 will be approximately \$74 million based on the forecasts contained in this document.

Freight

Smart owns the railroad from a place called "Brazos Junction" in American Canyon (East of the Napa River) west to the Ignacio Wye (Highway 101 and 37) in Novato and from there north to the Mendocino-Sonoma County Line.

On February 2, 2021, SMART filed a "Verified Notice of Exemption" with the Surface Transportation Board (STB) to exempt from regulation under U.S.C. Section 10902 SMART's acquisition of railroad, right-of-way and a freight rail operating easement from North Coast Railroad Authority and SMART's operation of the line. On February 12, 2021, the Notice of Exemption was approved by the STB. On March 26, a quit claim deed was executed that transferred the line of railroad and right-of-way between the Sonoma – Mendocino County border milepost 89 and Healdsburg at milepost 70.7 and the freight rail operating easement between Healdsburg milepost 68.2 and Brazos Junction at milepost SP 63.4.

On February 22, 2021, the freight operator, NWPCo, petitioned the STB for Discontinuance of Service Exemption (requesting authority to cease being the freight operator). On June 11, 2021, the STB approved NWPCo's petition for discontinuance of service and authorized SMART to assume freight operations and common carrier duties over the rail line which became final on July 11, 2021. Currently, NWPCo. is expected to provide interim service until SMART replaces

their operation by either self-performing the operation or contracting with a third-party operator to fulfill the service.

SMART has inherited significant infrastructure because of these transactions. The infrastructure will need to be maintained to facilitate freight movement and ultimately passenger service. SMART received \$4 million from SB 1029 for the acquisition of freight rights and equipment from NWPCo by SMART and AB 74 which appropriated \$2 million for safety upgrades and maintenance of the freight portions. Another \$4 million was recently approved by the State of California as part of the State's FY 21-22 budget.

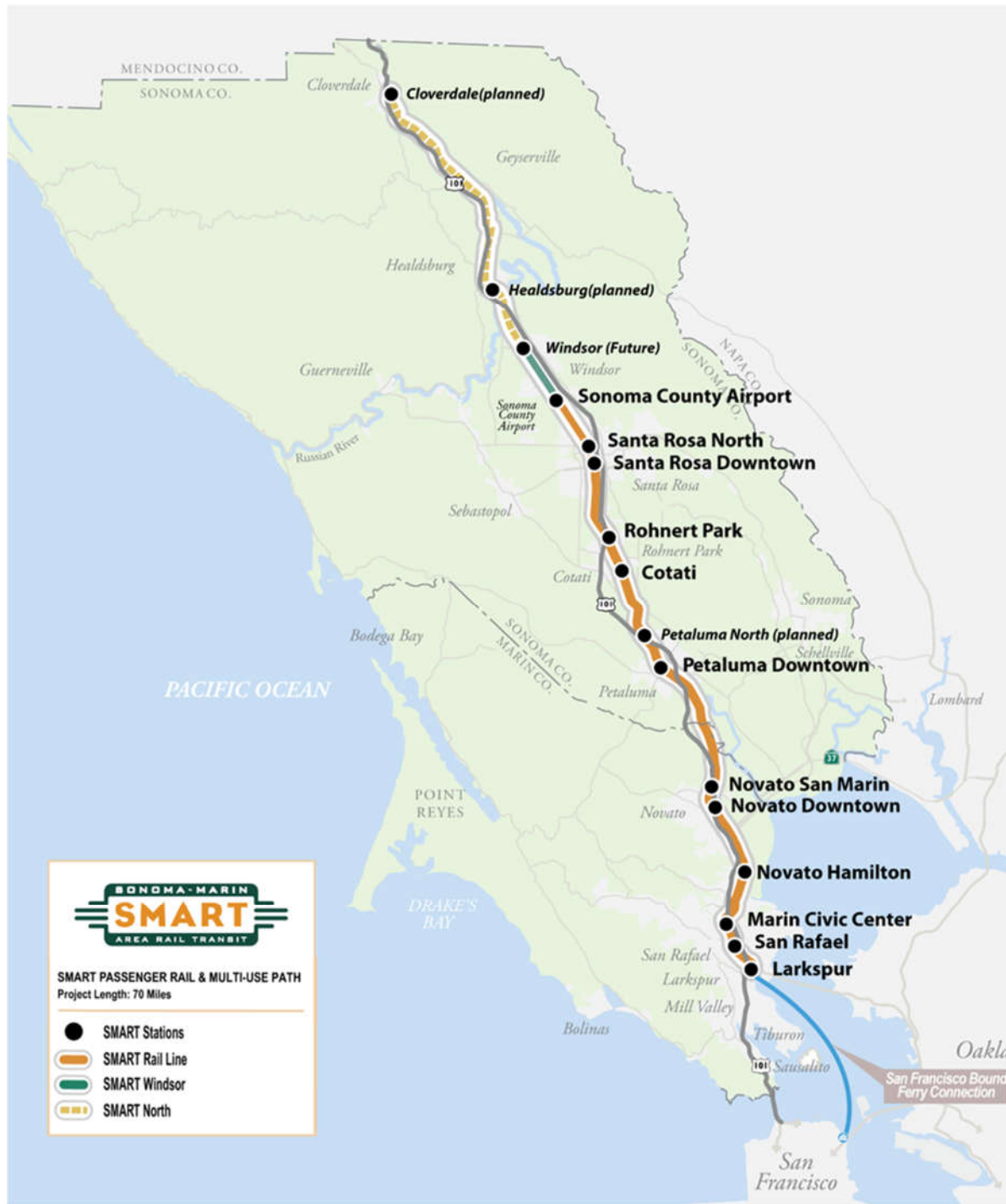
Figure 1.
SMART Freight Lines



Transit Services Provided

SMART currently has 45 miles of commuter rail and has completed 24 miles of pathway connecting users to its 12 stations.

Figure 2.
SMART Passenger Rail



In August of 2017, SMART opened commuter rail service between San Rafael in Marin County to Sonoma County Airport in Sonoma County. In December 2019, SMART opened a 2.1-mile extension from San Rafael to Larkspur and an infill station in downtown Novato. Starting in January 2020, SMART was running 38 trips per day during the week, Monday – Friday, and 10 trips per day on the weekends. In March 2020, the COVID-19 pandemic hit, and California was the first state to issue “Stay-at-Home” orders. SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service suspended starting March 21st and weekday service reduced first by 4 trips (down to 34) on March 23rd and then by another 18 trips (down to 16) on April 6th, 2020. Since April of 2020, SMART has seen ridership ebb and flow based on changes in “Stay-at-Home” orders from the two counties that SMART services.

Beginning in March of 2021, SMART started to see an increase in ridership as vaccines became more available and people began to venture out for work and leisure activities. On May 24, 2021, SMART added an additional 10 trips per weekday for a total of 26 trips each weekday and added 12 trips on Saturday.

Figure 3.
Current Passenger Rail Schedule

Effective **September 20, 2021**
Efectivo **el 20 de Septiembre de 2021**



AM Times
Horas AM

PM Times
Horas PM

TEMPORARY WEEKDAY SCHEDULE
HORARIO TEMPORAL DE DÍAS LABORABLES

SOUTHBOUND - Sonoma County Airport to Larkspur
DIRECCIÓN SUR - Sonoma County Airport a Larkspur

TRAIN NUMBER	3	5	9	13	15	19	21	23	27	29	33	35	39
Sonoma County Airport	5:02	6:06	7:10	8:14	9:18	12:45	1:17	2:21	3:25	3:57	5:01	5:33	6:37
Santa Rosa North	5:09	6:13	7:17	8:21	9:25	12:52	1:24	2:28	3:32	4:04	5:08	5:40	6:44
Santa Rosa Downtown	5:13	6:17	7:21	8:25	9:29	12:56	1:28	2:32	3:36	4:08	5:12	5:44	6:48
Rohnert Park	5:21	6:25	7:29	8:33	9:37	1:04	1:36	2:40	3:44	4:16	5:20	5:52	6:56
Cotati	5:24	6:28	7:32	8:36	9:40	1:07	1:39	2:43	3:47	4:19	5:23	5:55	6:59
Petaluma Downtown	5:39	6:43	7:47	8:51	9:55	1:22	1:54	2:58	4:02	4:34	5:38	6:10	7:14
Novato San Marin	5:51	6:55	7:59	9:03	10:07	1:34	2:06	3:10	4:14	4:46	5:50	6:22	7:26
Novato Downtown	5:54	6:58	8:02	9:06	10:10	1:37	2:09	3:13	4:17	4:49	5:53	6:25	7:29
Novato Hamilton	6:02	7:06	8:10	9:14	10:18	1:45	2:17	3:21	4:25	4:57	6:01	6:33	7:37
Marin Civic Center	6:08	7:12	8:16	9:20	10:24	1:51	2:23	3:27	4:31	5:03	6:07	6:39	7:43
San Rafael	6:14	7:18	8:22	9:26	10:30	1:57	2:29	3:33	4:37	5:09	6:13	6:45	7:49
Larkspur	6:21	7:25	8:29	9:33	10:37	2:04	2:36	3:40	4:44	5:16	6:20	6:52	7:56
Ferry Departs for San Francisco Ferry sale a San Francisco	6:35/7:30	8:00	8:50	9:50	12:30	3:15	4:45	6:15 (last ferry)					

NORTHBOUND - Larkspur to Sonoma County Airport
DIRECCIÓN NORTE - Larkspur a Sonoma County Airport

TRAIN NUMBER	4	6	10	14	16	20	22	24	28	30	34	36	40
Ferry arrives in Larkspur Ferry llega a Larkspur			7:50	8:40/9:25	10:20	1:50			4:35		6:05		7:35
Larkspur	6:38	7:42	8:46	9:50	10:54	2:21	2:53	3:57	5:01	5:33	6:37	7:09	8:29
San Rafael	6:46	7:50	8:54	9:58	11:02	2:29	3:01	4:05	5:09	5:41	6:45	7:17	8:37
Marin Civic Center	6:51	7:55	8:59	10:03	11:07	2:34	3:06	4:10	5:14	5:46	6:50	7:22	8:42
Novato Hamilton	6:58	8:02	9:06	10:10	11:14	2:41	3:13	4:17	5:21	5:53	6:57	7:29	8:49
Novato Downtown	7:04	8:08	9:12	10:16	11:20	2:47	3:19	4:23	5:27	5:59	7:03	7:35	8:55
Novato San Marin	7:07	8:11	9:15	10:19	11:23	2:50	3:22	4:26	5:30	6:02	7:06	7:38	8:58
Petaluma Downtown	7:20	8:24	9:28	10:32	11:36	3:03	3:35	4:39	5:43	6:15	7:19	7:51	9:11
Cotati	7:33	8:37	9:41	10:45	11:49	3:16	3:48	4:52	5:56	6:28	7:32	8:04	9:24
Rohnert Park	7:37	8:41	9:45	10:49	11:53	3:20	3:52	4:56	6:00	6:32	7:36	8:08	9:28
Santa Rosa Downtown	7:45	8:49	9:53	10:57	12:01	3:28	4:00	5:04	6:08	6:40	7:44	8:16	9:36
Santa Rosa North	7:49	8:53	9:57	11:01	12:05	3:32	4:04	5:08	6:12	6:44	7:48	8:20	9:40
Sonoma County Airport	7:55	8:59	10:03	11:07	12:11	3:38	4:10	5:14	6:18	6:50	7:54	8:26	9:46

TEMPORARY WEEKEND/HOLIDAY SCHEDULE - SATURDAY ONLY (NO SUNDAY SERVICE)
HORARIO TEMPORAL DE LOS FINES DE SEMANA Y DÍAS FERIADOS - SOLO EL SÁBADO (NO HAY SERVICIO DE TREN LOS DOMINGOS)

SOUTHBOUND - Sonoma County Airport to Larkspur
DIRECCIÓN SUR - Sonoma County Airport a Larkspur

TRAIN NUMBER	1	3	5	7	9	11
Sonoma County Airport	7:35	9:35	11:35	1:35	3:35	5:35
Santa Rosa North	7:42	9:42	11:42	1:42	3:42	5:42
Santa Rosa Downtown	7:46	9:46	11:46	1:46	3:46	5:46
Rohnert Park	7:54	9:54	11:54	1:54	3:54	5:54
Cotati	7:57	9:57	11:57	1:57	3:57	5:57
Petaluma Downtown	8:12	10:12	12:12	2:12	4:12	6:12
Novato San Marin	8:24	10:24	12:24	2:24	4:24	6:24
Novato Downtown	8:27	10:27	12:27	2:27	4:27	6:27
Novato Hamilton	8:35	10:35	12:35	2:35	4:35	6:35
Marin Civic Center	8:41	10:41	12:41	2:41	4:41	6:41
San Rafael	8:47	10:47	12:47	2:47	4:47	6:47
Larkspur	8:54	10:54	12:54	2:54	4:54	6:54
Ferry Departs for San Francisco Ferry sale a San Francisco	9:30	11:20	1:40	4:45		

NORTHBOUND - Larkspur to Sonoma County Airport
DIRECCIÓN NORTE - Larkspur a Sonoma County Airport

TRAIN NUMBER	2	4	6	8	10	12
Ferry arrives in Larkspur Ferry llega a Larkspur			1:10		4:35	7:15
Larkspur	9:34	11:34	1:34	3:34	5:34	7:34
San Rafael	9:42	11:42	1:42	3:42	5:42	7:42
Marin Civic Center	9:47	11:47	1:47	3:47	5:47	7:47
Novato Hamilton	9:54	11:54	1:54	3:54	5:54	7:54
Novato Downtown	10:00	12:00	2:00	4:00	6:00	8:00
Novato San Marin	10:03	12:03	2:03	4:03	6:03	8:03
Petaluma Downtown	10:16	12:16	2:16	4:16	6:16	8:16
Cotati	10:29	12:29	2:29	4:29	6:29	8:29
Rohnert Park	10:33	12:33	2:33	4:33	6:33	8:33
Santa Rosa Downtown	10:41	12:41	2:41	4:41	6:41	8:41
Santa Rosa North	10:45	12:45	2:45	4:45	6:45	8:45
Sonoma County Airport	10:51	12:51	2:51	4:51	6:51	8:51



Subscribe for rider alerts sent directly to your smartphone.
Text the word **SMART** to 888-777 to sign up.
Suscríbese para recibir alertas enviadas directamente a su teléfono móvil. Envíe un text con la palabra **SMART** al 888-777 para registrarse.



(707) 794-3330
CustomerService@SonomaMarinTrain.org
Customer Service, Mon-Fri 8:00 AM - 5:00 PM
Servicio al cliente, lunes a viernes, 8:00 AM - 5:00 PM



www.SonomaMarinTrain.org
info@SonomaMarinTrain.org

Accessibility

SMART provides rail transit service that is accessible to passengers with disabilities. SMART's platforms and trains are fully compliant with the Americans with Disabilities Act (ADA) with level boarding and ramp access at every station. Clipper Card vending machines on SMART platforms are also ADA compliant. SMART trains have ADA accessible restrooms and seating. Onboard SMART personnel are available to assist with onboarding and exiting the train, and with any other needs that may arise. Since opening in 2017, SMART has carried 8,071 mobility devices.

Bikes on SMART

Bikes are welcome on-board SMART trains. Each two-car SMART train has spaces for up to 24 bikes. SMART stations also have bike storage including bike racks and secured bike lockers. Since opening in 2017, SMART has carried 223,619 bicycles.



Fare Structure

SMART's fares are based on a zone system, with the price of a fare based on the number of zones that are travelled. SMART utilizes the regional Clipper fare collection system, card and Clipper mobile app, as the primary method of collecting fares, supplemented by a SMART-only mobile app.

Figure 4.
Zones



Since service started in August of 2017, the price ranged from \$3.50 for one zone to \$11.50 for five zones with a maximum of \$23.00 per day. A discount of 50% is available for youth, seniors, those with disabilities, and low-income individuals. Clipper card/app users receive transfer credits between SMART and five connecting transit systems (described further below). Starting in November 2020, SMART started offering a 50% discount off single ride adult fares for lower income riders (200% of the federal poverty level) via the regional Clipper START program.

As part of SMART's "Welcome Back" Campaign, fares were reduced by approximately 40% to entice riders to come back to transit for both work and leisure activities. This fare structure will be in effect until May of 2022 unless extended. See chart below for new fares.

**Figure 5.
Fares**

One-Way						
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Daily Max
	Promotional Fare	Promotional Fare	Promotional Fare	Promotional Fare	Promotional Fare	
Adult Fare	\$ 1.50	\$ 3.00	\$ 4.50	\$ 6.00	\$ 7.50	\$ 15.00
Seniors, youth, low-income, and passengers with disabilities (50%)	\$ 0.75	\$ 1.50	\$ 2.25	\$ 3.00	\$ 3.75	\$ 7.50

As part of the Welcome Back campaign, SMART is offering a Weekend Day Pass to our weekend travelers. This pass is \$10 for adults and \$5.00 for those that qualify for a discount. The Weekend Day Pass offers unlimited rides for the entire day. This pass went into effect on June 5, 2021, and is only available on SMART's mobile app.

On September 1, 2021, SMART started offering a discounted 31-day pass providing unlimited rides for \$135 for adults and \$67.50 for youth, seniors, and passengers with disabilities. The 31-day pass is only available through the electronic Clipper card and Clipper mobile app.

SMART has agreements with the following transit agencies regarding transfers to and from SMART service to other transit service providers when using Clipper. Customers transferring from the following bus service shall receive a \$1.50 discount. The entire journey (timed from the last tag-off to the tag-off on SMART) must occur within 240 minutes to receive the discount.

- Sonoma County Transit
- Santa Rosa City Bus
- Petaluma Transit
- Marin Transit
- Golden Gate Transit

Revenue Fleet

SMART uses 18 Diesel Multiple Units (DMU) manufactured between 2015 and 2018 by Nippon Sharyo, Ltd.



Existing Facilities

SMART owns 154.56 miles of railroad right of way from Corte Madera in Marin County to the Mendocino-Sonoma County line and the City of Novato east to just east of the Napa River in Napa County. SMART has rehabilitated and operates over forty-five (45) miles of the rail corridor that connects the Larkspur Ferry in Marin County to the Sonoma County Airport with a 3.1-mile northern extension under construction and 30% complete to the Town of Windsor. In addition, twenty-four (24) miles of pathway has been constructed that provides a first/last mile connections to the train stations.

**Figure 6.
Stations and Park-n-Rides**

Station	Wheelchair Accessible	Bike Racks	Bike Lockers	Park-n-Ride	Charge for Parking
Larkspur Station 600 Larkspur Landing Circle, Larkspur, CA	Y	Y	Y	Y	Y
San Rafael Station 680 3 rd Street, San Rafael, CA	Y	Y	Y	N	N
Marin Civic Center Station 3801 Civic Center Drive, San Rafael, CA	Y	Y	Y	N	N
Novato Hamilton Station 10 Main Gate Road, Novato, CA	Y	Y	Y	Y	Y
Novato Downtown Station 695 Grant Avenue, Novato, CA	Y	Y	Y	N	N
Novato San Marin Station 7700 Redwood Blvd, Novato CA	Y	Y	Y	Y	Y
Petaluma Downtown Station 220 Lakeville Street, Petaluma, CA	Y	Y	Y	Y	Y
Cotati Station (Not owned by SMART) 980 East Cotati Avenue, Cotati, CA	Y	Y	Y	Y	N
Rohnert Park Station 900 Enterprise Drive, Rohnert Park, CA	Y	Y	Y	Y	Y
Santa Rosa Downtown Station 7 4 th Street, Santa Rosa, CA	Y	Y	Y	N	N
Santa Rosa North Station 1500 Guerneville Road, Santa Rosa, CA	Y	Y	Y	N	N
Sonoma County Airport Station 1130 Airport Boulevard, Santa Rosa, CA	Y	Y	Y	Y	Y

In addition, SMART system includes sixty-eight public crossings of its Rights-of-Way, 30 bridges (including one moveable bridge), and two tunnels.

Figure 7.
Bridges

Mile Post	Bridge Designation	County
14.90	Central Marin Ferry Connector – Bike/Ped Bridge	Marin
15.71	Auburn Boulevard	Marin
16.29	Harbor Creek	Marin
16.86	San Rafael Creek	Marin
17.56	Linden Lane Overcrossing	Marin
20.91	Gallinas Creek	Marin
22.09	Miller Creek	Marin
24.36	Drainage Tributary Pacheco Creek	Marin
24.81	Arroyo De San Jose Mainline and Siding	Marin
26.04	Hannah Ranch Slough	Marin
26.93	Novato Creek	Marin
28.77	Drainage Channel – Rush Creek	Marin
29.31	Drainage Channel – Basalt Creek	Marin
31.74	San Antonio Creek Tributary	Marin
33.49	San Antonio Creek	Marin
34.21	Shultz Slough	Sonoma
35.54	Drainage Channel Petaluma Creek Tributary	Sonoma
37.19	Haystack Bridge	Sonoma
38.88	Petaluma River at Lakeville	Sonoma
39.74	Petaluma River - Cinnabar	Sonoma
42.42	Willow Brook Creek	Sonoma
44.37	Lichau Creek	Sonoma
46.97	Copeland Creek	Sonoma
47.54	Hinebaugh Creek	Sonoma
49.12	Laguna de Santa Rosa	Sonoma
52.25	Colgan Creek	Sonoma
53.57	Santa Rosa Creek	Sonoma
55.85	Paulin Creek	Sonoma
56.11	Piner Creek	Sonoma
58.82	Fulton Creek	Sonoma
59.50	Mark West Creek – Segment A - C	Sonoma



Haystack Movable Bridge in Petaluma

**Figure 8.
Tunnels**

Mile Post	Tunnel Designation	County
15.16 – 15.38	CalPark	Marin
18.16 – 18.41	Puerto Suello	Marin

Maintenance Facilities

SMART has one main maintenance facility located at 3748 Regional Parkway, Santa Rosa, CA. This facility is called the Rail Operations Center (ROC) and is 23,000 square feet. It houses a central control/dispatch function, vehicle maintenance, and onboard transportation division functions. SMART has two other facilities that are used for Maintenance of Way (MOW) activities and storage. They are the MOW facility at 1200 River Road, Fulton, CA and the Roblar Yard at 105 Roblar Drive, Novato, CA.

SMART also owns the Petaluma Depot, which is leased to the City of Petaluma for a community art space and the Healdsburg Warehouse, which is being utilized for storage of capital parts. The SMART administrative offices are located at 5401 Old Redwood Highway, Suite 200, Petaluma, CA. This facility is leased and not owned by SMART.

Goals, Objectives, and Standards

In FY 21, SMART looked at developing performance measures to help the agency move from just reporting data to measuring performance. After several meetings with the Board of Directors, the following measures were determined to be the ones that the agency should focus on in the near term.

Derived Metrics from the National Transit Database (NTD)

- Operating Expense per Vehicle Revenue Mile (Cost Efficiency)
- Operating Expense per Passenger Mile (Cost Effectiveness)
- Passenger Trips per Vehicle Revenue Mile (Service Efficiency)
- Average Fare per Passenger (Cost Effectiveness)

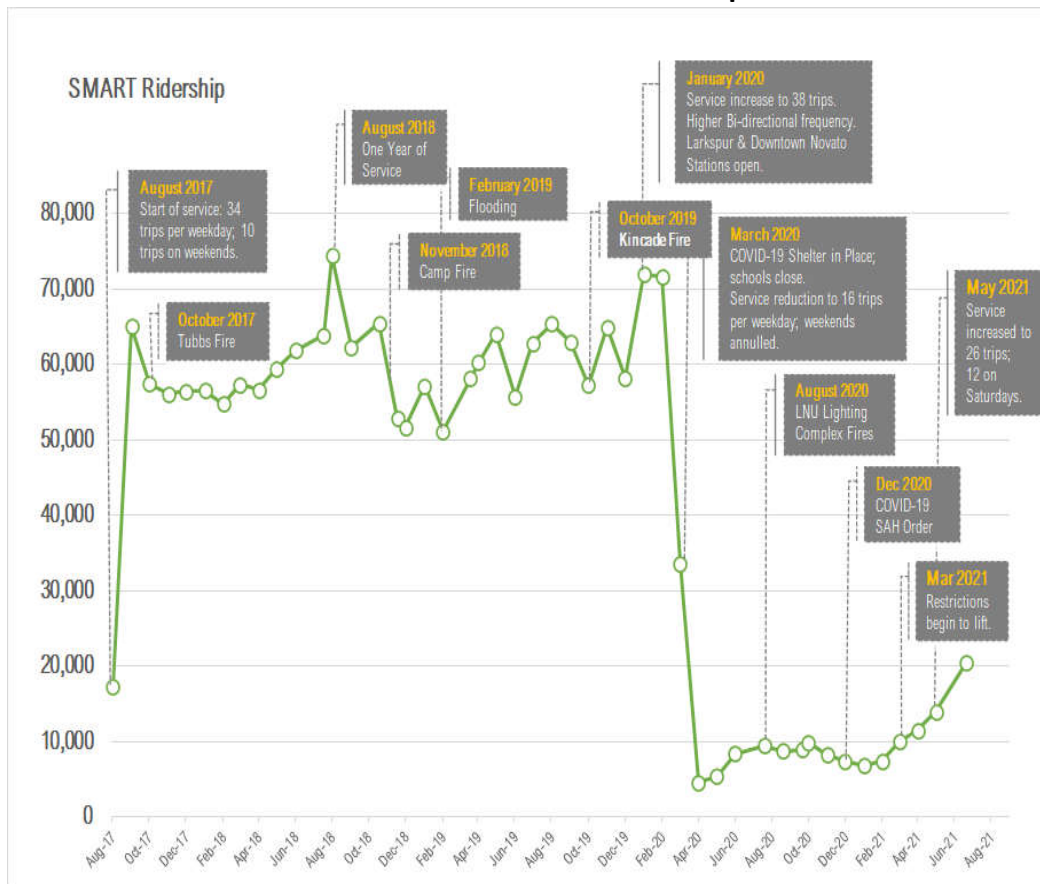
Additional in the near term, measures will be developed around pathway usage, on-time performance, climate benefits, and customer experience. Funds have been set aside in the FY 22 budget to further develop these measures to provide funding for data collection and present the results to the Board and public.

Service and Systems Evaluation

SMART currently operates 45 miles of passenger rail with 12 stations from Larkspur Ferry Terminal to the Sonoma County Airport. It is a fixed guideway that generally parallels Highway 101. Most of the length of the corridor it is single track with passing sidings. The core single track configuration constrains service levels as all northbound and southbound trains must pass at fixed passing side locations. The system is also shared with freight rail, with SMART as the dispatch and starting in July of 2021, with SMART as the federally recognized freight operator. The tracks at the SMART stations are equipped with gauntlet tracks to allow for freight rail service and each platform can accommodate three-car trains, a length that allows trains to stop in Downtown San Rafael without blocking cross automobile traffic.

Since the start of SMART service four years ago, there have been over twelve federal disaster declarations in Sonoma County, including three catastrophic wildfires, two floods, extended Public Safety Power Shut-offs from the public power utility company, and, starting in March of 2020, the COVID-19 pandemic. SMART has experienced service disruption in several of these events, including evacuation of SMART's rolling stock and temporary closure of the northernmost stations, along with service reductions detailed earlier related to the COVID-19 pandemic. The true impact of these events, however, has been to the people SMART serves. These events have caused significant loss of housing stock, massive evacuation efforts, and unprecedented disruption in the daily rhythm of people's lives. It remains to be seen what the ultimate impact will be to work and school commute patterns, including the impact of regional relocation of workers from elsewhere in the Bay Area to Sonoma County during the COVID-19 pandemic.

Figure 9.
SMART Ridership



As described in greater detail earlier, broader events have had impacts to service output and ridership over the past four years. The following is historical information, as reported to NTD, for revenue service hours, revenue service miles, and ridership.

Figure 10.
Comparative NTD Data

Description*	2018	2019	2020	Variance 2020 & 2019
Revenue Hours	43,959	32,890	28,993	12%
Revenue Miles	766,833	923,002	821,415	11%
Ridership	636,029	716,847	567,103	21%

*FY 18 service year was just over 10 months and SMART received an NTD reporting waiver for uncorrectable revenue hour data collection in 2018.

In December 2019, SMART added two stations into the system and connected to regional ferry services between the North Bay and San Francisco. In January of 2020, SMART added four more weekday trips, increasing to 38 one-way trips total, and provided service every 32 minutes in each direction across much of the day. Because of the system extension, addition of two stations, and increased service frequency (including trips that allowed for growing “reverse commute” trips), SMART’s ridership in January and February 2020 grew by 40% over the year prior.

In March of 2020, the COVID-19 public health Stay-at-Home orders significantly impacted ridership on every transit system, including SMART. SMART ridership began to rise with the slow improvement of public health conditions through the spring of 2021. Sonoma County was the last county in the Bay Area to leave the most restrictive COVID-19 public health tier in April 2021. July 2021 ridership was 15% higher than June 2021 and August 2021 was 2% higher than July. Throughout the pandemic the share of passengers bringing bicycles onboard, already a significant portion of riders at about 11%, nearly doubled to over 21%. That proportion has shrunk slightly as general ridership increased in summer 2021, with 17% of riders in August 2021 bringing bicycles onboard.

In the Fall of 2020, SMART held eight community Listening Sessions. In the Spring of 2021, SMART also released two surveys to get feedback on what was important to riders when we were able to start adding service again. The following themes regarding service levels came from the listening sessions as well as the survey data.

- Increase frequency during the week (add back service)
- Reinstate weekend service
- Add or modify service to support school schedules
- Later evening service

As soon as restrictions started to lift in Marin and Sonoma counties and within the confines of funding and manpower, SMART added 10 more weekday trips and 12 trips on Saturday. SMART would like to return to pre-pandemic levels of service, but that is dependent on the ability to hire Engineer/ Conductors and funding availability.

Figure 11.
Current Schedule

Effective **September 20, 2021**
Efectivo **el 20 de Septiembre de 2021**

SONOMA-MARIN

SMART

AREA RAIL TRANSIT

AM Times
Horas AM

PM Times
Horas PM

TEMPORARY WEEKDAY SCHEDULE
HORARIO TEMPORAL DE DÍAS LABORABLES

SOUTHBOUND - Sonoma County Airport to Larkspur
DIRECCIÓN SUR - Sonoma County Airport a Larkspur

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Santa Rosa Downtown	5:13	6:17	7:21	8:25	9:29	12:56	1:28	2:32	3:36	4:08	5:12	5:44	6:48
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Cotati	5:24	6:28	7:32	8:36	9:40	1:07	1:39	2:43	3:47	4:19	5:23	5:55	6:59
Petaluma Downtown	5:39	6:43	7:47	8:51	9:55	1:22	1:54	2:58	4:02	4:34	5:38	6:10	7:14
Novato San Marin	5:51	6:55	7:59	9:03	10:07	1:34	2:06	3:10	4:14	4:46	5:50	6:22	7:26
Novato Downtown	5:54	6:58	8:02	9:06	10:10	1:37	2:09	3:13	4:17	4:49	5:53	6:25	7:29
Novato Hamilton	6:02	7:06	8:10	9:14	10:18	1:45	2:17	3:21	4:25	4:57	6:01	6:33	7:37
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Ferry Departs for San Francisco Ferry sale a San Francisco	6:35/7:30	8:00	8:50	9:50	12:30	3:15	4:45	6:15 (last ferry)					

NORTHBOUND - Larkspur to Sonoma County Airport
DIRECCIÓN NORTE - Larkspur a Sonoma County Airport

TRAIN NUMBER	4	6	10	14	16	20	22	24	28	30	34	36	40
Ferry arrives in Larkspur Ferry llega a Larkspur			7:50	8:40/9:25	10:20	1:50			4:35		6:05		7:35
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San Rafael	6:46	7:50	8:54	9:58	11:02	2:29	3:01	4:05	5:09	5:41	6:45	7:17	8:37
Marin Civic Center	6:51	7:55	8:59	10:03	11:07	2:34	3:06	4:10	5:14	5:46	6:50	7:22	8:42
Novato Hamilton	6:58	8:02	9:06	10:10	11:14	2:41	3:13	4:17	5:21	5:53	6:57	7:29	8:49
Novato Downtown	7:04	8:08	9:12	10:16	11:20	2:47	3:19	4:23	5:27	5:59	7:03	7:35	8:55
Novato San Marin	7:07	8:11	9:15	10:19	11:23	2:50	3:22	4:26	5:30	6:02	7:06	7:38	8:58
Petaluma Downtown	7:20	8:24	9:28	10:32	11:36	3:03	3:35	4:39	5:43	6:15	7:19	7:51	9:11
Cotati	7:33	8:37	9:41	10:45	11:49	3:16	3:48	4:52	5:56	6:28	7:32	8:04	9:24
Rohnert Park	7:37	8:41	9:45	10:49	11:53	3:20	3:52	4:56	6:00	6:32	7:36	8:08	9:28
Santa Rosa Downtown	7:45	8:49	9:53	10:57	12:01	3:28	4:00	5:04	6:08	6:40	7:44	8:16	9:36
Santa Rosa North	7:49	8:53	9:57	11:01	12:05	3:32	4:04	5:08	6:12	6:44	7:48	8:20	9:40
Sonoma County Airport	7:55	8:59	10:03	11:07	12:11	3:38	4:10	5:14	6:18	6:50	7:54	8:26	9:46

TEMPORARY WEEKEND/HOLIDAY SCHEDULE - SATURDAY ONLY (NO SUNDAY SERVICE)
HORARIO TEMPORAL DE LOS FINES DE SEMANA Y DÍAS FERIADOS - SOLO EL SÁBADO (NO HAY SERVICIO DE TREN LOS DOMINGOS)

SOUTHBOUND - Sonoma County Airport to Larkspur
DIRECCIÓN SUR - Sonoma County Airport a Larkspur

TRAIN NUMBER	1	3	5	7	9	11
Sonoma County Airport	7:35	9:35	11:35	1:35	3:35	5:35
Santa Rosa North	7:42	9:42	11:42	1:42	3:42	5:42
Santa Rosa Downtown	7:46	9:46	11:46	1:46	3:46	5:46
Rohnert Park	7:54	9:54	11:54	1:54	3:54	5:54
Cotati	7:57	9:57	11:57	1:57	3:57	5:57
Petaluma Downtown	8:12	10:12	12:12	2:12	4:12	6:12
Novato San Marin	8:24	10:24	12:24	2:24	4:24	6:24
Novato Downtown	8:27	10:27	12:27	2:27	4:27	6:27
Novato Hamilton	8:35	10:35	12:35	2:35	4:35	6:35
Marin Civic Center	8:41	10:41	12:41	2:41	4:41	6:41
San Rafael	8:47	10:47	12:47	2:47	4:47	6:47
Larkspur	8:54	10:54	12:54	2:54	4:54	6:54
Ferry Departs for San Francisco Ferry sale a San Francisco	9:30	11:20	1:40	4:45		

NORTHBOUND - Larkspur to Sonoma County Airport
DIRECCIÓN NORTE - Larkspur a Sonoma County Airport

TRAIN NUMBER	2	4	6	8	10	12
Ferry arrives in Larkspur Ferry llega a Larkspur			1:10		4:35	7:15
Larkspur	9:34	11:34	1:34	3:34	5:34	7:34
San Rafael	9:42	11:42	1:42	3:42	5:42	7:42
Marin Civic Center	9:47	11:47	1:47	3:47	5:47	7:47
Novato Hamilton	9:54	11:54	1:54	3:54	5:54	7:54
Novato Downtown	10:00	12:00	2:00	4:00	6:00	8:00
Novato San Marin	10:03	12:03	2:03	4:03	6:03	8:03
Petaluma Downtown	10:16	12:16	2:16	4:16	6:16	8:16
Cotati	10:29	12:29	2:29	4:29	6:29	8:29
Rohnert Park	10:33	12:33	2:33	4:33	6:33	8:33
Santa Rosa Downtown	10:41	12:41	2:41	4:41	6:41	8:41
Santa Rosa North	10:45	12:45	2:45	4:45	6:45	8:45
Sonoma County Airport	10:51	12:51	2:51	4:51	6:51	8:51

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Operations Plan and Budget

Operations

SMART's brief history of service provision over the past four years has been detailed earlier in this document. Service levels have included:

- the launch of service with a 34-weekday trip schedule,
- an increase in that schedule with the extension to Larkspur and the connection to regional ferry service to 38-weekday trips, and
- the variations in the schedule during the COVID-19 pandemic, culminating with the current 26-weekday trip service schedule.

Until the COVID-19 pandemic, SMART operated 365 days per year, including an identical Saturday-Sunday-Holiday schedule of 10 one-way trips. In March 2020, weekend services were suspended. In May of 2021, SMART brought back 12 trips on Saturdays only. This Saturday service has seen ridership rebound at a faster rate, compared to pre-pandemic weekend services, than the weekday ridership. Average Saturday ridership is about 65% of average weekend ridership during the two months after SMART reached the Larkspur ferry connection. We intend to return to pre-pandemic levels of service on the weekends and weekdays once funds have been identified and we can hire the Engineers/ Conductors and other staff needed to operate the service. With the demonstrated Saturday weekend ridership during the COVID-pandemic period, and in recognition of the public comments we received during the 2020 Community Listening Sessions requesting more service on weekends, we will continue to monitor weekend and off-peak trends to determine if any additional service levels can be deployed per demand.

Components of Operations

Operations has three (3) major divisions that work together to move people in a safe, reliable, and affordable way.

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

The Maintenance of Way Division is responsible for track and right of way inspection and maintenance, train control and grade crossing warning device maintenance and regulatory

required inspections, and maintenance of all SMART owned facilities (stations, pathways, bicycle facilities, moveable bridge electronics and mechanics, buildings, and right of way fencing).

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

During the pandemic, SMART implemented enhanced cleaning protocols. They include:

- Installing hand sanitizer stations throughout the railcars
- Posting local Health Official guidelines
- Increasing cleaning of the vehicles from once to twice daily
- Requiring the use of facial coverings for all staff and passengers
- Adding the use of electrostatic sanitizers to the vehicle cleaning procedures
- Upgrading the onboard air circulation system to include upgrading the onboard recirculation filters and implementing UV sanitizers for circulating air



Budget

Sales Tax

On November 4, 2008, more than two-thirds of the voters in Sonoma and Marin counties approved Measure Q implementing the 2008 Measure Q Sales Tax. The 2008 Measure Q Sales Tax is a sales and use tax of one quarter of one percent (1/4%) imposed for a period of 20 years beginning April 1, 2009 on the gross receipts from the sale of all tangible personal property sold

at retail businesses in the counties and a use tax at the same rate on the storage, use, or other consumption in the counties of such property purchased from any retailer for storage, use or other consumption in the counties, subject to certain exceptions.

State Revenues

SMART receives formula allocation from four (4) state revenue programs itemized below. SMART may receive other state grants but those are received on an application bases, are project specific, and are typically one-time allocations.

- **State Transit Assistance:** SMART also receives State Transit Assistance (STA) funds. A portion of the revenues derived from the sales tax on diesel fuel purchases and registration fees is appropriated by the State Legislature to the State Transit Assistance Program (“STA”) for public transportation purposes. These STA revenues are allocated to public transit agencies throughout the State based on population and operating revenues through a formula that has changed in recent years but was clarified and solidified in 2017 following the passage of AB 1113 (Bloom), signed into law by Governor Brown in July 2017. In addition, the State of Good Repair (SGR) Program provides funding annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects
- **State Rail Assistance:** One of the new funding sources created by Senate Bill 1 (SB 1) is the State Rail Assistance (SRA) program. SRA directs a 0.5% portion of new diesel sales tax revenue for allocation: half to the five (including, Altamont Corridor Express Authority (ACE), North County Transit Development Board (Coaster), Peninsula Corridor Joint Powers Board (Caltrain), Sonoma-Marín Area Rail Transit District (SMART), Southern California Regional Rail Authority (Metrolink)) commuter rail providers and half to intercity rail corridors.
- **State Local Partnership Program (Formula Funding):** SB 1 created the Local Partnership Program which continuously appropriates funding annually from the Road Maintenance and Rehabilitation Account to local and regional transportation agencies that have sought and received voter approval of taxes or that have imposed fees, which taxes or fees are dedicated solely for transportation improvements. A portion of these funds are distributed by formula to agencies, including SMART, for capital projects. A second portion of the funds is made available to eligible agencies, including SMART, on a discretionary statewide competitive basis.
- **Low Carbon Transit Operations Program (LCTOP):** LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Funds come from the State’s Cap and Trade Auctions via the Greenhouse Gas Reduction Fund. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance

and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

Federal Revenues

SMART is a direct recipient of Federal Transit Administration (FTA) Funds.

- 5307 Funds: FTA Urbanized Area Formula Funds which can be used for capital projects, operating assistance, job access and reverse commute projects, and transportation related planning. SMART became eligible for these funds starting in Fiscal Year 2019-20.
- 5337 Funds: FTA Fixed Guideway State of Good Repair Formula Funds will become appropriated largely to the Santa Rosa Urbanized Area for SMART's use during the time of this Short-Range Transit Plan (approximately 2025).

Miscellaneous SMART Revenues

- Interest and Lease Earnings: Includes leases and interest earnings which are expected to remain the same in FY 22 and advertising revenue which is expected to increase but not to return to pre-pandemic levels until FY 24
- Miscellaneous Revenues: Vary each year, but are less in FY 22 due to one-time funds in FY 21
- Parking Revenue: Are expected to go up in FY 22 but not return to pre-pandemic levels until FY 24
- Charges for Services: Include dispatching and flagging services

SMART Revenues

- Farebox Revenues: SMART passengers pay for their rides using the fare structure approved by the SMART Board in 2015 and 2016. SMART participates in the regional Clipper fare system that allows riders to transfer seamlessly among Bay Area operators using one fare media card. SMART also has its own mobile ticket device that provides for easy purchasing of multiple or discounted tickets without purchasing a Clipper card. The fares are based on a zones travelled. Prior to May 24, 2021, daily fares range from \$3.50 for a non-discounted adult travelling one zone, and \$11.50 if travelling 5 zones. SMART also provides several discounts available to SMART riders such as a youth, senior, low income, and passengers with disabilities. Effective May 24, 2021, fares were lowered from \$3.50 to \$1.50 for a non-discounted adult travelling one zone, and \$7.50 if travelling 5 zones.

The following chart depicts funding sources forecasted through FY 29 to cover the estimated operating expenditures.

Figure 12.
Forecasted Funding Sources for Operations
(In Millions)

Description	FY22	FY23	FY24	FY25	FY26	FY27	FY 28	FY29
FTA 5307 Urbanized Area Funds	\$2.9	\$3.0	\$3.1	\$3.2	\$3.2	\$3.3	\$3.4	\$3.4
Fare Revenue	\$0.8	\$2.4	\$3.0	\$3.1	\$3.2	\$3.2	\$3.2	\$3.2
Interest Earnings	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4
Misc.	\$0.5	\$0.7	\$0.9	\$0.9	\$1.0	\$1.0	\$1.0	\$1.1
State Rail Assistance	\$3.1	\$5.1	\$3.6	\$3.7	\$3.8	\$3.9	\$4.0	\$4.2
STA - Revenue	\$1.8	\$1.8	\$1.9	\$1.9	\$2.0	\$2.0	\$2.1	\$2.2
STA - Population	\$0.5	\$0.5	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4	\$0.4
Measure Q	\$12.3	\$13.1	\$15.1	\$15.7	\$16.4	\$17.0	\$17.7	\$18.2
Total	\$22.3	\$27.0	\$28.4	\$29.3	\$30.4	\$31.2	\$32.2	\$33.1

Uses

Funds have been budgeted for the current operations which is 26 trips during the weekday and 12 trips on Saturday. As was mentioned previously, SMART's main source of funding, Measure Q, expires in FY 29. We have estimated salaries based on our current position authorization and inflated 3% per year. Service and Supplies are estimated on current service levels and inflated 3% per year. We have included additional salaries, service and supplies costs beginning in FY 24 assuming passenger rail to Windsor opens.

Figure 13.
Estimated Expenditures for Operations
(In Millions)

Description	FY22	FY23	FY24	FY25	FY26	FY27	FY 28	FY29
Estimated Salaries & Benefits	\$16.3	\$17.7	\$18.1	\$18.7	\$19.3	\$19.8	\$20.5	\$21.1
Service & Supplies	\$6.0	\$9.3	\$9.6	\$9.9	\$10.3	\$10.6	\$10.9	\$11.2
Additional Operation Costs for Windsor	\$0.0	\$0.0	\$0.7	\$0.7	\$0.8	\$0.8	\$0.8	\$0.8
Total	\$22.3	\$27.0	\$28.4	\$29.3	\$30.4	\$31.2	\$32.2	\$33.1

A reserve equivalent to 25% of the administrative and operations budget has been established.

Capital Improvement Plan

SMART adopted its first Capital Plan in April of 2021. The plan includes all capital assets to include revenue vehicles, non-revenue vehicles, facility improvements, information technology and bridge repair/ replacements, pathway completion projects, and rail completion projects. The plan has constrained and unconstrained components, this is because we were not able to fund all the needs between FY 22 and FY29 with the funds available. The plan tries to fund as many of the near-term (FY 22-FY 26) capital needs as possible but that leaves unfunded needs in FY 27 – FY 29. In addition, the ¼ cent sales tax expires in 2029 which eliminates the main funding source for capital and operations.

Figure 14.
Estimated Capital Expenditures
DMUs, Track, Train Control & Communications, Facilities, and Maintenance of Way
(In Millions)

FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
\$2.3	\$4.6	\$3.9	\$1.6	\$3.0	\$1.6	\$1.2

Revenue Vehicles

SMART has 18 Diesel Multiple Units (DMU) all manufactured by Nippon Sharyo, Ltd. The nomenclature DMU is used to describe rail cars which individually power themselves using tier IV diesel engines and can be swapped for each other and operate virtually identical to each other. Fourteen of the cars (101-114) were manufactured in 2015 and four of the cars were manufactured in 2018. Each car is 85' in length with 79 seats, 2 wheelchair locations, and capacity for 14 bicycles. SMART has two types of cars: even numbered cars have a snack bar located at the center of the car while odd numbered cars have a bathroom in the center of the car.

SMART's maximum operation with its current fleet allows for 12 units in service, 2 spares, and 4 units undergoing maintenance. SMART is a startup service and doesn't have a history with these vehicles, however the following maintenance schedule is assumed based on an estimated 30-year useful life of each vehicle.

Figure 15.
Estimated Maintenance and Overhaul Schedule
DMUs

Type of Overhaul	When Due	Cost
Engine Midlife Overhaul	10,000 engine hours	\$40,000/ engine
Engine Replacement	20,000 engine hours	\$190,000/ engine
Brake Overhaul	Every 5 years	\$40,740/ DMU
Permanent Magnetic Alternator	Every 5 years	\$100,000

SMART is not assuming any replacement of vehicles between FY 22 and FY 29. We are not anticipating any fleet contraction either. SMART has identified that we currently have a large enough fleet to accommodate the expansion of passenger rail to Windsor and Healdsburg. However, if funding is available for additional passenger rail expansion to either Cloverdale or east of Novato on SH 37, additional revenue vehicles will be required. In addition, SMART is a requested participant in the State's Rail Consortium Zero Emissions Fleet Conversion working group and monitors any regulations or opportunities going forward regarding fleet replacements associated with zero emissions efforts.

Non-Revenue Vehicles

SMART has a fleet of 40 non-revenue vehicles. The useful life of the vehicle depends on the use of the vehicle and frequency of use. The useful life ranges between 5 and 15 years depending on the vehicle.

Figure 16.
Estimated Replacement Schedule
Non-Revenue Vehicles

# of Units	Replacement Year	Replacement Cost
3	FY22	\$ 169,886
8	FY23	\$ 488,000
5	FY24	\$ 258,000
6	FY25	\$ 255,000
7	FY26	\$ 419,000

Figure 17.
Estimated Capital Expenditures
Information Technology, Administration, and Safety and Security
(In Millions)

FY 22	FY 23	FY 24	FY 25	FY 26
\$0.9	\$0.3	\$0.4	\$0.7	\$0.5

Pathway

SMART has 24 miles of pathway constructed between Larkspur and the Sonoma County Airport. The pathway provides vital first/ last mile connections to our stations, helps to reduce trespassing and other safety issues on the railroad, and provides a critical, safe, non-motorized travel option across several barriers along the corridor, such as including across Highway 101 and over the Petaluma River.

Funding for additional design and construction has been included in our capital plan between FY 22 and FY 29. See below.

Figure 18.
Funded Pathway Design Projects

Start	End	Distance (Miles)
McInnis Parkway	Smith Ranch Road	.74
Smith Ranch Road	Main Gate Road	2.65
State Access Road	Bay Trail	1.40
Hannah Ranch Road	Vintage Way	.38
Vintage Way	North Side of Novato Circle	.64
Grant Avenue	Olive Avenue	.26
Olive Avenue	Rush Creek Place	.38
Lakeville Street	Payran Street	.30
Main Street	W. Railroad Avenue	1.48
3 rd Street	6 th Street	.05
Guerneville Road	West Steele Lane	.32
West Steele Lane	San Miguel Boulevard	1.30
San Miguel Boulevard	Airport Boulevard	3.11



Figure 19.
Funded Pathway Construction Projects

Start	End	Distance (Miles)
McInnis Parkway	Smith Ranch Road	.74
Lakeville Street	Payran Street	.30
South Point Boulevard	Corona Road	.70
Corona Road	Ely Road	1.16
Ely Road	Main Street	1.06
Golf Course Drive	Todd Road	1.78
Todd Road	West Robles Avenue	.50
West Robles Avenue	Bellevue	.53
Prince Greenway/ JRT	3 rd Street	.06
Airport Boulevard	Windsor River Road	3.00
Lakeville Street	Payran Street	.30

Figure 20.
Unfunded Pathway Construction Projects

Start	End	Distance (Miles)
Smith Ranch Road	Main Gate Road	2.65
State Access Road	Bay Trail	1.40
Hannah Ranch Road	Vintage Way	.38
Vintage Way	North Side of Novato Circle	.64
Grant Avenue	Olive Avenue	.26
Olive Avenue	Rush Creek Place	.38
Main Street	W. Railroad Avenue	1.48
3 rd Street	6 th Street	.05
Guerneville Road	West Steele Lane	.32
West Steele Lane	San Miguel Boulevard	1.30
San Miguel Boulevard	Airport Boulevard	3.11
Windsor River Road	Healdsburg Station	5.10
Healdsburg Station	Cloverdale Station	15.2

Bridges

SMART has 30 bridges as identified previously in this plan. Of those 30, 11 of them need to be replaced between FY 22 and FY 29. Due to funding constraints only 5 can be replaced during this time frame.

Figure 21.
Funded Bridge Projects

Milepost	Description
24.36	Drainage Tributary Pacheco Creek Timber Bridge Replacement
28.77	Rush Creek Timber Trestle Replacement
29.31	Basalt Creek Timber Trestle Replacement
31.47	San Antonio Tributary Timber Trestle Replacement
35.54	Drainage Channel Timber Trestle Replacement

Figure 22.
Unfunded Bridge Projects

Milepost	Description
34.21	Schultz Slough Concrete Ballasted Deck Bridge Replacement
44.37	Lichau Creek Timber Trestle Replacement
46.97	Copeland Creek Timber Bridge Replacement
49.12	Laguna de Santa Rosa Timber Trestle Replacement
15.71	Auburn Timber Bridge Replacement
59.50	Mark West Creek Segment A Timber Trestle Replacement

Passenger Rail

SMART has completed 45 miles of passenger rail since its inception. The first segment from Sonoma County Airport to San Rafael opened in August of 2017. Just over two years later, the segment from San Rafael to Larkspur opened. Extensions to three stations on the north end of the line remain: Windsor, Healdsburg, and Cloverdale, as well as one infill station in North Petaluma. The Windsor extension construction began in 2020 but was halted when a lawsuit was filed against the Metropolitan Transportation Commission that challenges the \$40 million funding source. The lawsuit is currently in front of the California Supreme Court. Prior to the case being taken by the State Supreme Court, the project had completed 30% of construction. SMART and the primary funder of the project to date, Caltrans, have been seeking other outside grant funding opportunities to secure funds to continue advancing the project. Assuming any of these pending grant requests or the ongoing lawsuit is resolved in a favorable way, construction will begin again on this extension. It is estimated that from the time funds are fully secured and the contractor re-mobilized until the completion of the project will be approximately 16 months. Funding is currently assumed in FY 23 and FY 24, but timing of receipt of any funds and resumption of the project remains uncertain.

In the 2020 Expenditure Plan, SMART identified the following three (3) corridors for passenger rail. In the 2020 Expenditure Plan, Windsor to Healdsburg was approximately \$125 million plus funding for rail vehicle expansion and rail yard expansion. In the Capital Plan, it has been determined that the yard expansion and additional fleet are not needed at this time. Funding sources have not yet been identified for these corridor completion projects.

Figure 23.
Unfunded Passenger Rail

Extension	Estimate in FY 2021 Dollars
Windsor to Healdsburg (5 miles)	\$118 million
Healdsburg to Cloverdale (16.8 miles)	\$170 million
Novato to Suisun City (41 miles)	\$1.3 billion

Unfunded Double Tracking

The 2020 Expenditure Plan also identified improvements that would allow for better levels of service, double tracking was one of those improvements. Double tracking consists of adding track to areas of the existing 45-mile railroad where there is currently only a single track. This involves expanding two tunnels to make room for a second track, replacing the single-track moveable bridge over the Petaluma River with a double-track bridge, and constructing through very poor soil conditions in the wetlands between Novato and Petaluma and possible property acquisition in residential or industrial areas. The total cost estimated in FY 21 dollars is \$820.8 million but could be broken down into more financially manageable segments if funds were available.

Other Requirements – Expansion projects included in MTC Resolution No. 3434 or in MTC’s Regional Transportation Plan

Windsor Extension Project

SMART embarked upon a 3-mile northern extension from the Airport Station to the Town of Windsor in 2018 – the Windsor Extension Project. The extension constructs a new passenger station in Windsor, a double-track section for passing, a second entrance to the Rail Operations Center, and all the other elements in the existing SMART system.

SMART was awarded a \$20 million grant from the State’s Transit and Intercity Rail Capital Program in 2017 and, combined with the 2017 voter approval of Regional Measure 3 which names SMART’s extension to Windsor/ Healdsburg as a project to receive \$40 million, SMART commenced the design/ build procurement process to advance the extension of the SMART rail system from Sonoma County Airport to Windsor. SMART prepared preliminary engineering documents for the procurement of a design-build contractor in 2017. In 2018, SMART hired a civil engineering design-build contractor to construct the track, drainage, bridges, parking lot, station and supporting utilities. SMART also hired a specialty systems contractor to construct and install the communications and train control elements of the project. Construction began in 2020 and was halted in early 2021 when a key funding component, the Metropolitan Transportation Commission (MTC) Regional Measure 3 funding was held up litigation. The project completed the removal of old track and bridges, procured long-lead items like rail, switches and concrete ties, and constructed drainage facilities and bridge foundations.

Budget

Project Administration	Design, CM, Planning, Project Management, other	\$ 3,328,373
Real Estate Acquisition	Miscellaneous Property Acquisitions	\$ -
Utilities	PG&E Service, Water Service, utility connections/relocations	\$ 215,000
Environmental Mitigation	Wetlands, riparian, creek impacts	\$ 600,000
Construction	Civil DB Contract	\$ 43,215,888
Systems	PTC, Signaling, Communications	\$ 15,077,333
Fare Collection	Ticket Vending Machines	\$ 85,000
Start-up Allowance	Project start-up costs	\$ 150,000
	<i>Subtotal</i>	\$ 62,671,594
	<i>Unallocated Contingency</i>	\$ 2,325,000
	TOTAL	\$ 64,996,594

Funding Plan

FUNDING SOURCE	AMOUNT
REGIONAL - Metropolitan Transportation Commission - RM3	\$40,000,000
Federal Railroad Administration - PTC Grant	\$5,000,000
State Funding	\$20,000,000
TOTAL	\$65,000,000

Environmental Review and Permitting

The Windsor Extension Project was environmentally evaluated in the EIR that was prepared for the 70-mile project. As part of preparing preliminary engineering documents for the Project, SMART secured the following environmental construction permits:

- CA Department of Fish and Wildlife Streambed Alteration Agreement
- CA North Coast Regional Water Quality Control Board Water Quality Certification
- U.S. Army Corps of Engineers Section 404 Permit

Project Schedule

This schedule assumes that the funding shortfall will be cured by the end of 2021. If not, the schedule will need to be adjusted.

ACTIVITY	2019				2020				2021				2022				2023			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Preliminary Design - Prepare Civil DB RFP	■																			
Permitting		■	■	■	■															
Civil Design-Build Contractor Procurement		■	■																	
Systems Design		■	■	■																
Civil Design			■	■	■	■														
Construction/Procurement						■	■	■	■											
Funding Delay ¹									■	■	■	■								
Construction Remobilization													■							
Civil Construction													■	■	■	■				
System & Train Control Installation															■	■				
Testing/Start-Up																	■	■		

NOTES:

1. Receiving the balance of Project funding is uncertain. This schedule speculates that the funding shortfall will be cured by the end of 2021.

Petaluma Infill Station

This project will add a second SMART commuter rail station in the Northeast area of the City of Petaluma at Corona Road. This would be the 13th station in SMART's rail network. The project will include auto and bicycle parking station platform and all associated civil and systems work.

Funding Plan

The cost of the project is estimated at \$12 million. SMART has submitted a joint application with the City of Petaluma and Danco Communities for a Strategic Growth Council's Affordable Housing and Sustainable Communities Grant in the amount of \$8 million. Two million will come from the City of Petaluma and the remaining \$2 million from SMART. If this grant is received, revenue service from this newly constructed station would be estimated in 2023.

DRAFT

APPENDIX A
INTER-OPERATOR COORDINATION

DRAFT

Short Range Transit Plan- Appendix A

Inter-Operator Coordination

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1. Introduction

In 2010, the Metropolitan Transportation Commission (MTC) adopted Resolution 3866, which established specific transit operator requirements to implement a coordinated regional network of transit services and to improve overall service productivity. Per MTC's Transit Connectivity Plan, a high priority is placed on transit coordination efforts that make tangible improvements to benefit the largest number of passengers. These improvements include:

- Sharing agency resources to improve system productivity,
- Enhancing the ability of passengers to reach major destinations along regional corridors, and
- Improving connections and providing through service.

MTC's Transit Sustainability Project (TSP) was initiated in early 2010 to help chart a future for efficient, convenient and reliable public transit throughout the region, including Sonoma County. One of the major goals of the TSP is to ensure that public transit is an accessible, user-friendly and coordinated network for passengers, regardless of mode, location or jurisdiction. In summarizing the current inter-operator transit coordination and exploring ideas for future coordination, this appendix is a key component in fulfilling this recommendation.

This summary of inter-operator transit coordination efforts in Sonoma County and along the Highway 101 corridor in the North Bay is produced by Sonoma County Transportation Authority, Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, and Sonoma-Marin Area Rail Transit (SMART), in cooperation with Golden Gate Transit. This appendix is included in the respective FY 2020 Short Range Transit Plans (S RTP) prepared by Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, and SMART. The transit operators expect to begin working on the near-term goals set forth in this appendix within the next two years. The timeframes for completion of efforts will vary depending on their complexity and feasibility.

2. Transit Operator Coordination

Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, SMART, and Golden Gate Transit participate in several ongoing coordination projects involving schedule coordination, transfer agreements, Clipper®, and regional transit marketing promotions. The four bus operators also coordinate on shared bus stop signage and the reciprocal fare transfer program. All five transit operators participate in several ongoing regional coordination projects sponsored by MTC, including implementation of the *Transit Connectivity Plan* and the *Transit Sustainability Project*.

The forum for discussing Sonoma County transportation issues is the Sonoma County Transportation Authority (SCTA). The SCTA's board of directors includes one representative from each of the nine incorporated cities/town in the County and three Supervisors from the County of Sonoma. The SCTA's Transit Technical Advisory Committee (Transit-TAC) is comprised of North Bay transit operators, including SMART, Golden Gate Transit and Marin Transit, and is considered a sub-committee of SCTA's Technical Advisory Committee (TAC). The Transit-TAC facilitates inter-operator transit coordination, prepares and reviews the annual Transportation Development Act/State Transit

Assistance Coordinated Funding Claim for Sonoma County (Coordinated Claim), and reviews various resolutions and regional directives. The Transit-TAC meets monthly, as needed, to discuss coordination and transportation-related issues that affect Sonoma County's public transit operators.

Under the SCTA, the Transit/Paratransit Coordinating Committee (TPCC) is the forum to promote cooperation and coordination among the various fixed-route transit and paratransit operators in Sonoma County. Pursuant to SB498 and Title VI, seniors, persons with disabilities, persons with low incomes and minorities, human services providers, and each of the county's bus transit and paratransit operators are among the members represented on the TPCC.

The TPCC is charged with approving the annual Coordinated Claim. As initiated by the TPCC, Sonoma County Transit, Petaluma Transit, Santa Rosa CityBus, and Golden Gate Transit have established inter-city and intra-county paratransit transfer points throughout Sonoma County for passengers with scheduled trip destinations outside of their respective city or county limits. The TPCC also reviews the efforts of various public transit agencies in the county that must be in full compliance with the paratransit provisions of the Americans with Disabilities Act (ADA). In addition, the committee conveys passenger complaints and compliments to fixed-route transit and paratransit service providers. The TPCC has also been used as a venue for transit operators to coordinate efforts on fixed route travel training opportunities.

The Transit Finance Working Group (TFWG) meets at MTC on a monthly basis to discuss current funding programs and issues concerning transit within the nine-county San Francisco Bay Area. Representatives from Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, SMART, Golden Gate Transit, and SCTA generally attend the TFWG meetings.

Operations Planning

Sonoma and Marin County transit operators regularly coordinate through the monthly SCTA Transit-TAC meetings and have worked collaboratively on two coordinated planning efforts in recent years. This appendix incorporates recommendations from these discussions and planning efforts, and functions as a short-range collaborative planning tool for Sonoma County operators.

The *Transit Integration and Efficiency Study* was developed by a consulting team led by Nelson/Nygaard in coordination with SCTA, MTC, Santa Rosa CityBus, Sonoma County Transit, and Petaluma Transit, in 2018 and 2019. The *Transit Integration and Efficiency Study* is a concerted effort to study how the three local bus operators in Sonoma County could coordinate or integrate aspects of providing transit service to increase efficiencies and reduce costs. The draft study includes phased recommendations based on level of complexity to implement. Recommendations in phase one and two could be accomplished with current budgets and current staffing levels, while phase three and four may require additional funding, decision maker buy in, and/or public engagement. A number of recommendations from the first phases of this study are incorporated throughout this appendix.

The *SMART Commuter Rail Integration Plan* was developed by MTC in contract with Nelson\Nygaard in 2016 to address opportunities for integration of SMART commuter rail, bus service, and other first and last mile modes ahead of the commencement of SMART service in 2017. The plan resulted in

recommendations for changes to connecting transit operations and access-related capital investment needs around SMART Phase 1 stations in Marin and Sonoma counties. The recommendations from this plan, a number of which have been locally funded and completed, are further discussed under **Intermodal and Multi-Operator Facilities** section below.

Coordination of Inter-Operator Paratransit Transfers

There have been many discussions between Sonoma County Transit and Santa Rosa CityBus on strategies to improve the efficiency of transferring clients between service areas. Improved communication practices were put in place in 2018 to reduce staff time and improve client experience. Sonoma County Transit and Santa Rosa CityBus have started talking with Marin Access about improving paratransit transfers for regional trips. In the long-term, working through what strategies would allow for one-seat rides on paratransit would likely both benefit the riders as well as reduce redundancy for the providers. The goals for improved inter-operator paratransit transfers are listed below.

- Improve paratransit transfers for regional trips, including reduced wait time and reduced staff time
- Determine feasibility of one-seat rides on paratransit through multi-operator agreements starting in 2020, for Sonoma County Transit, Santa Rosa CityBus, and Petaluma Transit
- Consider future agreements between Marin Access and connecting paratransit systems

Data Collection and Analysis

Consistent data collection and analysis methodologies are necessary for effective coordinated service planning. Transit agencies could increase efficiencies by increasing and formalizing how they share and analyze data. Standardized data collection and reporting will enhance the monitoring of trends and enable ridership to be analyzed more accurately. The Napa Valley Transportation Authority (NVTa) has developed a shared repository for data on ridership, procurements, and service change schedules as a start for high level data sharing among transit operators in the North Bay. Data collection and sharing efforts will begin by 2020. The goals for improved coordination of data collection and analysis are listed below.

- Continue discussions and involvement in the collection of data across agencies in the shared repositories that NVTa has started
- Share National Transit Database (NTD) reports across agencies when submitted, rather than waiting until they are published
- Share agency level Clipper® reports among operators to better understand and plan for transfers between agencies for passengers using Clipper®, potentially through the repository created by NVTa
- Consider a joint RFP for transit planning software to ensure consistency among systems before current contracts expire in 2021

- Share data for system analysis and planning, including ridership by route and stop, and consider using consistent Automatic Vehicle Locator (AVL) and Automatic Passenger Count (APC) software to facilitate analysis across agencies

A longer-term effort could be to adopt a shared service planning model. This could include joint planning, scheduling, new service start dates, performance monitoring, and reporting.

Amtrak Thruway Service Coordination

The San Joaquin Amtrak provides thruway bus service to connect passengers to the Martinez Amtrak Station from Sonoma, Marin, Mendocino, and Humboldt counties. The Martinez Amtrak Station is served by trains with destinations from the East Bay to the South Bay, Sacramento, and San Joaquin Valley. Currently, thruway bus service has stops at the Petaluma Fairgrounds, a Rohnert Park bus stop served by Sonoma County Transit and Golden Gate Transit, a Santa Rosa commercial parking lot, downtown Healdsburg, and the Cloverdale Depot. The San Joaquin Regional Rail Commission (SJRRRC) administers the San Joaquin Amtrak rail and connecting bus service, including the Amtrak Thruway Route 7 that travels through Sonoma County connecting between McKinleyville and Martinez. In spring 2019, SJRRRC staff met with local bus and rail operators to discuss the prospect of relocating Amtrak Thruway bus stops to better connect with transit service in Sonoma County. SJRRRC staff proposed relocating bus stops to downtown Santa Rosa near the Transit Mall and the Copeland Transit Mall in Petaluma. Additional stops in Sonoma County are being considered for possible repositioning in the longer term, with the Petaluma stop anticipated to be implemented with their spring 2020 schedule change. In addition, with the passage of California Senate Bill 743 in September 2019, Amtrak Thruway riders no longer *must* also ride an Amtrak train service in the same trip. With the passage of SB743, SJRRRC staff will begin exploring opportunities to open the Amtrak Thruway Route 7 to other riders, including the technical logistics of ticketing and scheduling.

Transit Coordination with Bike Share

The SCTA and Transportation Authority of Marin are in the process of developing a two-county bike share system planned around SMART stations in both Marin and Sonoma counties. The unified system should support transit users throughout the corridor. Coordination with transit operators on the bike share system planning will support the connections between bike share and transit. The goal for coordination between transit and bike share is below.

- Participate in bike share system planning processes and seek opportunities for coordinated marketing efforts from winter through summer of 2020

Customer Service Information

Transit information and trip planning tools that are easily accessible to the public have a positive impact on transit use and can encourage new riders. A number of information sources are currently available that provide information on multiple transit operators or links to transit operator websites, allowing customers to navigate routes and schedules more easily.

All transit operators in Sonoma County include route, schedule, fare and trip planning information on their individual websites. Each operator's website includes links to connecting transit systems.

Petaluma Transit, Santa Rosa CityBus, Sonoma County Transit, and Golden Gate Transit have all updated their websites to include information about SMART connections and links to SMART's website. SMART also includes links to connecting bus systems on its website. Additionally, information on SMART is included on 511, Google Transit, and the GoSonoma website. However, planning multi-operator trips using operator websites can be more cumbersome than using third party tools like Google Transit. In addition, each operator places their data into General Transit Feed Specification (GTFS) format to be used as described further below.

Phone, Website, Social Media, and Print Information

Transit maps are produced by each individual operator, using both web-based and print transit maps. Santa Rosa CityBus has included Sonoma County Transit, Golden Gate Transit, SMART, and Mendocino Transit routes and major bike routes in their system map. Petaluma includes a map in their Rider's Guide displaying all transit services in Petaluma. Sonoma County Transit's online and print maps include SMART stations for SMART for feeder bus routes. MTC is in the process of developing a regional transit map for the entire Bay Area and has developed a prototype. Part of MTC's process includes development of more detailed sub-regional route level maps.

Transportation call centers provide transit information by phone to users without access to a smartphone or computer, or who are more comfortable getting information by phone. The 511 system, operated by MTC, offers telephone information on transit schedules, trip planning, and real-time transit departures by dialing 511. The 211 call center operators have access to information about travel training, trip planning assistance, and human services agencies and the specific services that they provide, including their transportation services. The 211 call center also gives callers the option of connecting with Santa Rosa Paratransit, Sonoma County Paratransit or Petaluma Paratransit. Individual transit operators also run their own call centers for transit information and customer services for issues like Lost and Found.

The Sonoma Access website (sonomasenioraccess.org) provides information about fixed-route public transit, paratransit, volunteer driver programs, non-profit transportation providers, and transportation providers for veterans. The website includes links to schedules, route maps, and websites, telephone contact information, as well as travel training options. Embedded software allows users to find providers covering the area between trip origin and destination. The website also includes a form where agencies that want to provide rides may request partnership. In 2018, the Sonoma County Department of Human Services, Area Agency on Aging took over management of the website and launched an updated and redesigned website in 2019.

GoSonoma (gosonoma.org) is a website maintained by the Sonoma County Spare the Air Task Force and sponsored by Bay Area Air Quality Management District. This website provides resources on public transit, bicycling and walking, carpooling and vanpooling, electric vehicles, employer commute programs, and other transportation demand management program information for Sonoma County. The public transit page on the GoSonoma website provides resources for trip planning, fares and payment options, real-time information, emergency ride home, and links to all of the transit operator websites serving Sonoma County. GoSonoma also has a Facebook page that has been used to share public transit messaging.

The goals for increased coordination of phone, website, and print customer service information are listed below. Transit operators are working toward advancing these efforts starting in 2020.

- Establish a process to share basic customer service information across all agencies to reduce the need to refer customers to other operators and improve service
- Leverage shared social media platforms or develop new platforms to establish a coordinated transit presence and communicate customer service information, marketing, and alerts
- Use the GoSonoma.org website and Facebook page to increase awareness of regional transit options and provide updates to riders

Trip Planning and Real-time Information

Transit operators in Sonoma County have installed Automatic Vehicle Location (AVL) equipment on buses and trains providing real-time Global Positioning Systems (GPS) location information for dispatching and tracking vehicles. AVL systems allow operators to provide real-time arrival predictions to transit riders through websites, mobile applications, text message, and hub and bus stop signage. Real-time schedule and arrival information facilitate easier and more convenient travel by transit.

Third-party public transit planning tools collect General Transit Feed Specification (GTFS) data from various transit agencies. For example, Google Transit is a public transportation planning tool feature in Google Maps that combines the latest transit agency data with Google Maps online and on the mobile application. Each operator in Sonoma County provides their schedule in GTFS. Google Transit, and other transit planning tools, use GTFS to integrate transit stop, route, schedule, and fare information with maps and optimize trip planning. MTC has recently coordinated with SMART and Google to address the rail line not appearing in trip planning options unless it is selected as a preference. Each operator's individual website includes links to mobile applications for transit trip planning. Santa Rosa CityBus, Sonoma County Transit, Golden Gate Transit, and GoSonoma promote the use of Google Transit for trip planning. Generally, trips involving transfers between operators can be planned with several of the available transit trip planning tools.

Mobile applications and communication platforms are used by all transit agencies in Sonoma County to keep riders informed. The Transit app displays information for all of the transit operators in Sonoma County; however, some operators are currently working on official agreements with the company to enable it to display real-time information. Until real-time arrivals are displayed for all operators, it is not clear to the user whether the Transit app is displaying real-time or static schedule information. SMART promotes the Transit app as the preferred source for real-time arrivals and has integrated a "trip planning" button in its SMART eTicket app that directs users to the Transit app. GoSonoma directs visitors to the Transit app for upcoming transit departures. Additionally, Petaluma Transit and Santa Rosa CityBus both use the mobile application MyStop, and Sonoma County Transit uses NextBus.

511 traveler information service, managed by MTC, systematizes consolidated tweets using #511SFBay for all transit service updates and emergency alerts throughout the Bay Area. 511 also

provides emergency alerts through text message for those who sign up for the service. SMART also feeds emergency information to Nixle for text message alerts.

Social media engagement varies between agencies in Sonoma County. SMART, Petaluma Transit, Santa Rosa CityBus, and Golden Gate Transit each have a Facebook and Twitter presence. Sonoma County Transit has no formal social media presence, but transit information is occasionally posted on the Sonoma County Transportation and Public Works Facebook feed.

Consistent trip planning tools and notification sources among transit operators is important for anyone traveling between systems. The goals for improving trip planning and real-time information consistency are listed below. These efforts will require ongoing coordination and periodic review.

- Ensure links to trip planning and real-time information applications are consistent on transit agency websites, the Sonoma Access website, and the GoSonoma website
- Ensure that the highest-quality applications and trip planning tools include information for all operators
- Jointly market mobile applications and trip planning tools on operators' websites, including information about other connecting transit services that use these same tools
- Promote use of one standard mobile application to facilitate more streamlined customer trip planning

Transit Hubs and Stations

Real-time information signs at transit hubs, bus stops, and rail stations display estimated bus arrivals, which enhances passenger convenience and reduce wait time anxiety. At the Santa Rosa Transit Mall, Santa Rosa CityBus has installed real-time bus arrival signs that provide information for multiple operators. At the Copeland Transit Mall in Petaluma, Petaluma Transit, Sonoma County Transit, and Golden Gate Transit have all installed real-time bus arrival signs for their respective services. Sonoma County Transit has installed real-time bus information signs at an additional 16 locations including the Windsor Depot, Sonoma County Airport, Sebastopol Transit Hub and additional bus stops, Rohnert Park Transfer Center, Cotati Depot Transit Hub, Sonoma State University, Cloverdale City Hall, and Sonoma County Administration Center. Petaluma Transit has also deployed real-time bus arrival signs at its East Side Transfer Center and downtown at Keller and Western. An additional three solar powered real-time signs are planned to be installed through Petaluma Transit's AVL/CAD (automated vehicle location/computer aided dispatch) project. Sonoma County Transit is planning to install additional real-time signs for its buses at the Healdsburg Plaza and Sonoma Plaza. Santa Rosa CityBus plans to procure and install real-time bus signage at the Coddington and Montgomery transfer centers, and is evaluating real-time signage at the Santa Rosa Junior College.

Transit Service Representatives (TSRs) staff a customer service kiosk at the Santa Rosa Transit Mall provide route and schedule information for all operators serving the Transit Mall. This service helps riders who need assistance finding connections or information on how to get to their ultimate destinations.

The standardized hub wayfinding signage program was developed through MTC's 2006 Regional Transit Connectivity Plan with the goal to make it easier for passengers to transfer between connecting transit operators at regionally significant transit hubs by providing consistently designed signage with consistent information. Wayfinding signage that is consistent with MTC's program is present at the Santa Rosa Transit Mall, which serves as a transfer hub for Santa Rosa CityBus, Sonoma County Transit, Golden Gate Transit, and the Mendocino Transit Authority. The standardized format for static information is Transit Information Display (TID). TID is currently in place at the Santa Rosa Transit Mall. MTC is looking into expansion of TID to other transit hubs in Sonoma County, including the Copeland Transit Mall in Petaluma. Transit operators in Sonoma County will continue to work together to explore opportunities for combined signage at multi-agency stops to facilitate easy transfers and signage consistency.

MTC is currently planning a pilot program at the Santa Rosa Transit Mall and at the Downtown SMART Station, which will include an audit of existing conditions using surveying and then an on-site temporary implementation of a regional mapping solution. This survey and a single day test are being conducted at other sites in the region, anticipated to start in the fall 2019. The results of these surveys and tests will be used to develop permanent regional mapping displays.

Multi-modal wayfinding signage is a more recent consideration for transit that has come with a new passenger rail service. As the SMART multi-use pathway develops and station locations become more pedestrian oriented, there is an increased need for wayfinding signage. Pedestrian facilities, including lighting and ADA access, are addressed in the MTC SMART Commuter Rail Integration Plan and the SMART station area plans referenced in **Table 2**.

The goals for improved transit hub and station information coordination are listed below. Many of these efforts require in depth planning and coordination among transit operators and various public works departments. The goal is to complete these efforts within the ten year Short Range Transit Plan horizon.

- Develop a coordinated and consistent wayfinding program to assist passengers in intermodal connection points around stations
- Implement planned pedestrian facilities around transit stations and hubs, including those referenced in **Table 2**
- Carry out standard customer information such as MTC's standardized transit information signage strategy to all SMART stations, the Copeland Transit Mall in Petaluma, and other transit hubs in Sonoma County
- Establish a bus transit waiting environment toolkit to improve and simplify the design process and promote consistency
- Continue to explore opportunities for combined signage at multi-agency stops to facilitate easy transfers and signage consistency
- Consider shared bus stop identification numbers as a longer-term coordination effort

Coordinated Marketing and Incentive Programs

Transit operators in Sonoma County have worked together to extend the reach of their marketing efforts beyond individual agencies and incorporate information about connecting transit services in the region. Joint marketing can be carried out through programs like travel training, fare media and discount fare programs, and marketing campaigns. The Santa Rosa Trip Reduction Incentive program and the Emergency Ride Home programs in Sonoma and Marin provide incentives and insurance for riders on multiple systems and could benefit from coordinated marketing. These programs are outlined in more detail below.

Travel training opportunities are provided by all three bus transit operators in Sonoma County, as recommended in MTC Resolution 4060. Both Santa Rosa CityBus and Petaluma Transit have travel training programs that provide hands-on travel training to anyone, including existing paratransit riders who may wish to also utilize the fixed route systems. The classes and individual training sessions are free and participants receive complimentary monthly Santa Rosa CityBus or Petaluma Transit passes to encourage them to continue riding the bus. Petaluma Transit's travel training program also works with Petaluma Transit riders to help them learn to ride Sonoma County Transit and Golden Gate Transit through group fixed route bus trips to locations as far and varied as Healdsburg, Santa Rosa, and San Francisco. Sonoma County Transit's travel training services are also available to the general public but are especially tailored for senior citizens, persons with physical disabilities, and persons with hearing or visual impairments. Sonoma County Transit's travel training service includes teaching public transit skills as well as accompanying passengers on trips to help familiarize them with the system.

The Santa Rosa Free Ride Trip Reduction Incentive Program is a successful program to encourage alternative transportation modes such as public transit. Funded with air district grants, the program has been administered by Santa Rosa CityBus for over 18 years. Through this program Santa Rosa provides subsidized monthly passes for Santa Rosa CityBus and Sonoma County Transit monthly passes, and gift card drawings for participants who use alternative transportation to get to work and log their rides.

The Emergency Ride Home programs in Sonoma and Marin reimburse rides home in a taxi, TNC (Uber, Lyft or equivalent), car share, or car rental, in cases of emergencies for anyone employed or attending college in Sonoma or Marin County who uses an alternative mode of transportation to travel to work. The Sonoma program will reimburse commuters employed or going to college in Sonoma County and the Marin program will reimburse commuters employed in or going to college in Marin County. The Sonoma program was launched in July 2018 and is administered by the Sonoma County Transportation Authority using grants from the Bay Area Air Quality Management District and MTC. The Sonoma program was developed to align with the Marin program. Additional and coordinated marketing of the programs is needed to grow awareness and encourage transit ridership.

Commuter benefit programs are mandated for employers within the Bay Area Air Quality Management District (BAAQMD) with over fifty full-time employees through the Bay Area Commuter Benefits Program. With a high volume of small employers and low or minimal compliance, there are

opportunities to expand and improve commuter benefits programs in Sonoma County. The SCTA recently worked with the County of Sonoma to launch a pre-tax commuter benefit program offering transit products, including the SMART Eco-Pass, and vanpooling. The SCTA also developed an Employer Commute Program Toolkit tailored to travel options in Sonoma County. The Employer Commute Program Toolkit and other commuter benefit program resources are included on the GoSonoma website.

Transit agencies in Sonoma County have embarked on important steps to promote transit. A number of additional opportunities exist to coordinate marketing and incentive programs in Sonoma County. Shared marketing programs and promotion of employer sponsored transit benefits could begin within the next two years, while a comprehensive countywide transportation demand management program would require additional funding and planning. Goals for improving coordinated marketing and incentives are listed below.

- Develop shared marketing campaigns for common transit promotions, like the free ride programs for college students and veterans
- Explore opportunities to promote pre-tax and employer sponsored transit benefits on a countywide level
- Implement a countywide transportation demand management (TDM) program and/or shared outreach and coordination position, should funding become available. This could be done through a shared outreach and coordination position where one person or team manages employer outreach, travel training, and common marketing campaigns for all transit systems in Sonoma County. This could also be accomplished through establishing a transportation marketing association (TMA).

Fare Discounts and Coordination

Within their respective SRTP's, Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, SMART, and Golden Gate Transit review their fare structures and fare box recovery ratios to determine if any future fare changes are necessary. While fare changes are ultimately recommended by each operator and approved by their respective policy boards, there is an ability to implement fare changes on all five of the transit systems simultaneously should the timing meet the needs of all operators. A coordinated fare change could simplify the passenger experience and allow for a smoother shared-transfer policy.

There are numerous fare types and fare discount programs between the agencies in Sonoma County. All three local bus agencies have a base local adult fare of \$1.50. Sonoma County Transit, SMART, and Golden Gate Transit use zone-based fare systems so the cost goes up as one travels between zones. While fare programs and pass options vary between agencies, several programs were developed in coordination.

Table 1. Fares and Fare Discount Programs

Pass/Fare Type	Sonoma County	Santa Rosa	Petaluma	SMART	Golden Gate (Sonoma County origins/destinations)
Single Use Ticket					
Adult	\$1.50+	\$1.50	\$1.50	\$3.50+	\$4.50+
Youth	\$1.25+	\$1.25	\$1.00	\$1.75+	\$2.25+
Half-Price	\$0.75+	\$0.75	\$0.75	\$1.75+	\$2.25+
24-Hour Day Pass					
Adult		\$4.00			
Youth/Student		\$3.00			
Half-Price		\$2.00			
10-Ticket Ticket Book/Transit Pass					
Adult		\$14.50	\$15.00		
Youth/Student		\$12.00	\$10.00		
Half-Price		\$7.00	\$7.50		
20-Ride Fast Pass					
Adult	\$30.00				
Youth/Student	\$20.00				
Half-Price	\$15.00				
40-Ticket Ticket Book					
Adult		\$58.00			
Youth		\$48.00			
Half-Price		\$28.00			
31-Day Pass					
Adult	\$62.50	\$50.00	\$30.00**	\$200**	
Youth	\$47.00	\$25.00	\$20.00**	\$100**	
Half-Price	\$31.25	\$25.00	\$15.00**	\$100**	
Monthly Pass					
Adult	\$62.50		\$30.00	\$155+***	
Students (under 18 with ID)	\$47.00		\$20.00	\$138***	
Half-Price	\$31.25		\$15.00		
Veterans				\$138***	
Summer Youth Pass					
Youth	\$24.00		\$20.00		
Clipper Discount					
Adult					\$3.60**

Pass/Fare Type	Sonoma County	Santa Rosa	Petaluma	SMART	Golden Gate (Sonoma County origins/destinations)
Discount					\$2.25**
Free Ride Programs					
Veterans	X	X			
College Students	X (SRJC, SSU)	X (SRJC)	X (SRJC)		
Paratransit Eligible Ride Fixed-Route Free		X	X		
Local Routes*	X				

* Sonoma County Transit has partnered with several local jurisdictions to subsidize transit fares on local routes. Bus patrons in Sebastopol, Guerneville/Monte Rio, Windsor, Healdsburg, Sonoma and Cloverdale can now board local bus routes in these areas fare-free.

**Clipper® only

*** SMART Eco Pass through employer, college, veterans' organization.

Free and Discounted Ride Programs

College students ride free on Sonoma County Transit, Santa Rosa CityBus, and Petaluma Transit. Through partnerships with the Santa Rosa Junior College currently enrolled students who attend campuses in the cities of Petaluma or Santa Rosa can ride for free on Sonoma County Transit, Santa Rosa CityBus, and Petaluma Transit buses. In addition, Sonoma County Transit has an agreement with Sonoma State University that provides free rides on Sonoma County Transit by its students. SMART also has arrangements for discounted rides for SRJC students via the SMART Eco Pass program.

Veterans with a valid identification card ride free on Sonoma County Transit and Santa Rosa CityBus. This program began in 2015 with Sonoma County. Santa Rosa adopted an identical policy in 2018, making all rides for veterans within Santa Rosa free. Petaluma Transit staff are considering a proposal to mirror the County and Santa Rosa's policies for free rides for veterans. SMART offers discounted rides for veterans via the SMART Eco Pass program and continues to work to identify a veterans' organization to facilitate implementation.

Fixed-Route Rides for Paratransit-Eligible Patrons are available on Petaluma Transit and Santa Rosa CityBus. This policy encourages paratransit-eligible patrons to use fixed-route transit when possible, which reduces the demand on paratransit service.

Reciprocal Transfers

Sonoma and Marin county transit operators revised a collective memorandum of understanding (MOU) regarding reciprocal transfer agreements with SMART prior to the start of SMART service, per MTC Resolution 3866. Marin Transit and SMART were added to the revised collective MOU, and the former transit operators were removed from the MOU. Fare transfer agreements include a uniform adult transfer and an agreement that transit operators honor each other's period passes. The transit agencies adopted a policy to provide a \$1.50 fare credit for adult transfers and a \$0.75 fare credit for discounted riders utilizing Clipper® card from SMART, Sonoma County Transit, Petaluma Transit,

Santa Rosa Transit, Marin Transit, and Golden Gate Transit. The \$1.50 transfer credit corresponds with the current base fare for Adults on Sonoma County Transit, Petaluma Transit, and Santa Rosa Transit. Transfer discounts are only applicable when transferring to an operator where the rider is using a Clipper® card to board each operator and paying with a non-pass product.

Seamless Fare Payment

The Clipper® card, MTC's universal fare card, is a fare instrument designed to pay fares on all of the various transit providers in the San Francisco Bay Area. The Clipper® card became available on all bus systems in Sonoma County in January 2016 and became the primary fare medium for SMART at the onset of service in August 2017. Clipper® enables automated transfers between all transit operators in Sonoma County due to established transfer agreements. Passengers transferring between agencies in Sonoma County using Clipper® card receive an automatic \$1.50 transfer credit, which is equivalent to the adult base fare on Sonoma County Transit, Santa Rosa CityBus, and Petaluma Transit. Fare transfer credits apply to eCash on Clipper® and are not deducted from pass products purchased.

Transit operators have used consistent marketing and rider education materials to promote Clipper® card and SMART heavily promoted early adoption prior to starting service. Regular and occasional SMART riders have adopted Clipper® card; however, Clipper® card adoption among bus transit riders in Sonoma County is low. High percentages of cash paying bus riders and a sparse Clipper® retail network may contribute to the low penetration.

The Clipper® 2.0 program is expected to roll out a mobile fare payment application in 2021. The goal is to make Clipper® more user friendly with upgrades that include the ability to pay fares using the mobile app and not having to wait three days to add value to cards and automatic balance updates. These enhancements may help increase the use of Clipper® among bus transit riders in Sonoma County.

Transit operators have discussed coordination of mobile fare payment applications, and have included such technologies as a standing agenda item at the Transit Technical Advisory Committee; however, coordination has been challenging. The Clipper® 2.0 mobile app should remove the barriers to coordination of fare payment apps.

The SuperPass was developed for multi-operator monthly bus transit passes prior to Clipper® becoming available in Sonoma County. Patrons can still purchase SuperPasses through Sonoma County Transit for two or more operators, including on Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, and Golden Gate Transit. The pass does not provide a discount over purchasing the individual monthly passes; however, it provides the convenience of only purchasing and carrying one pass. This convenience is also available through purchasing multiple operator passes on a Clipper® card, which is the equivalent to an electronic version of the SuperPass. A Golden Gate Transit sticker, which allows customers to pay a flat fee to ride Golden Gate Transit for a one-month period within Sonoma County only, is available on the SuperPass but not on Clipper®.

Although there is substantial coordination among the operators on fare structures, the Transit Integration and Efficiency Study recognized the high transfer rates between bus transit agencies and

recommended further simplification of the fare structure for all agencies. The fare structure should encourage transfers between agencies and facilitate understanding of the systems. Further coordination of fare structures and pass product offerings are largely dependent on agreements under the next version of Clipper®. Goals for fare structure coordination are listed below.

- Ensure terminology for fares are consistent, e.g., use the same language to indicate that children under 5 years old ride free, beginning in 2020
- Simplify the pass product offerings and work toward consistency across agencies, e.g., consider eliminating calendar month passes when 31-day passes are offered
- Coordinate on schedules for planned fare changes

Means-Based Fare Program

MTC conducted a Regional Means-Based Fare Pricing Study and developed a pilot program that will offer discounted transit rides to eligible low-income riders. Four regional transit operators, including Golden Gate Transit, will be participating during the pilot period. Golden Gate Transit will offer a 50 percent discount for eligible customers through Clipper® starting in 2020. MTC will subsidize a portion of the discounted rides. The program may be extended to other transit operators after the initial pilot period.

Coordination of Schedules and Service Changes

MTC Resolution 4060 identified coordination of operator schedules and coordinated timing of schedule changes as priorities. A number of efforts have been made to coordinate schedule changes in Sonoma County. Operators communicate with all connecting transit services when service changes occur, and announce upcoming changes at the Transit-TAC meetings and through larger system planning updates. Such communication between transit operators is essential to ensure that key existing transfers between routes are preserved and to avoid the unnecessary duplication of service along specific corridors. Golden Gate Transit puts regular schedule changes into effect on the second Sunday of every three months. Sonoma County Transit generally follows Golden Gate Transit's schedule change dates, with some exceptions. Following discussions on coordination at North Bay Transportation Officials meetings, the NVTa has taken a first step in coordination by developing a shared document to track service change schedules for all operators throughout the North Bay region.

Opportunities for further alignment of service changes may exist; however, these changes are generally dictated by individual operator policies, for example labor agreements and negotiations, school schedules, and work flow. For example, Petaluma Transit typically effectuates schedule changes with the school schedule, which could pose challenges in aligning with other operators' change schedules.

SMART is currently developing a new schedule to accommodate the planned opening of the Larkspur and Downtown Novato Stations and increased frequencies in December 2019. The new schedule will also accommodate the future Petaluma North and Windsor Station so those stations can open

without having to redevelop the schedule. SMART has been coordinating with all connecting bus operators in effort to plan for schedule changes that retain existing bus to train connections and establish new coordinated connections.

Multi-operator schedule information is available at several locations. The downtown Santa Rosa Transit Mall has schedule information posted for all operators serving the Transit Mall. Golden Gate Transit schedules are included on Sonoma County Transit's schedule displays at shared bus stops located on Commerce Boulevard at Rohnert Park Expressway in Rohnert Park at the Copeland Transit Mall in Petaluma.

Goals for improving coordination of schedules and service changes are listed below.

- Continue efforts to coordinate schedule change timing and communication about schedule changes through the SCTA's monthly Transit-TAC meetings
- Consistently update service change schedules in shared North Bay transit operator tracking document

Intermodal and Multi-Operator Facilities

An important point of transit operator coordination is at facilities that are served by multiple operators and multiple modes. A majority of the facilities described below were developed and are maintained through cooperative agreements. The facilities north of the Sonoma County Airport are currently functioning as bus transfer hubs and will eventually be served by SMART. Some of the facilities also serve as park-and-ride lots.

Santa Rosa Transit Mall is one of the two the largest regional transit hub in the North Bay, utilized by an average of 10,000 passengers per day on Santa Rosa CityBus, Sonoma County Transit, Golden Gate Transit, Mendocino Transit, and Greyhound. Sonoma County Transit and Golden Gate Transit contribute funding to Santa Rosa CityBus for maintenance and operations of the Transit Mall. CityBus employs Transit Service Representatives at the Transit Mall to provide route and schedule information for all operators that serve the Transit Mall to help riders reach their final destinations. In fall 2017, when Santa Rosa CityBus moved their offices from City Hall to their transit operations facility, CityBus opened a staffed customer service kiosk at the Santa Rosa Transit Mall to sell transit tickets, passes, and Clipper® cards. The customer service kiosk is staffed from 8:30 a.m. to 4:30 p.m. Monday through Friday.

Coddington Transit Center in Santa Rosa connects Sonoma County Transit and CityBus and is a long block, about a seven minute walk, from the North Santa Rosa SMART station. The facility includes bus shelters, benches, trash cans, and transit information displays. The addition of real-time signage is planned for this location.

Copeland Transit Mall in Petaluma was constructed by Sonoma County Transit in 2007 and is shared with Petaluma Transit and Golden Gate Transit. It is one block from the Downtown Petaluma SMART Station and is the second busiest transfer point in Sonoma County. The facility includes bus shelters,

benches, trash cans, transit information displays, real-time signage, and a demonstration bus bicycle rack for users to practice loading bicycles on buses.

Eastside Transit Center in Petaluma was constructed by the City of Petaluma in 2010. The facility includes two shelters, four bus bays, a real-time arrival board, and benches.

Cotati Depot was completed in 2014 by Sonoma County Transit and is a transfer hub for Sonoma County Transit and SMART. This facility includes a popular park-and-ride lot for transit users.

Windsor Depot was completed in 2007 by Sonoma County Transit and currently serves as a transfer hub and park-and-ride lot for Sonoma County Transit (including feeder bus routes to SMART). The extension of SMART from the Sonoma County Airport station to the Windsor Depot is underway and is expected to be completed in 2021.

Healdsburg Depot Park-and-Ride was completed in 2016 by Sonoma County Transit to serve as a transfer hub (including feeder bus routes to SMART). SMART's plans for extension north include service to this transfer hub and park-and-ride lot.

Cloverdale Depot was completed in 1995 by Sonoma County Transit and serves as a transfer hub for Sonoma County Transit (including feeder bus routes to SMART), Amtrak Thruway Service, and park-and-ride lot. SMART's plans for extension north include service at this transfer hub.

Piner Road and Industrial Drive bus station is Golden Gate Transit's northern most station in Santa Rosa. Santa Rosa CityBus route 10 serves Piner Road with stops adjacent to Golden Gate Transit's station. Santa Rosa CityBus and Golden Gate Transit are arranging to post CityBus schedules at the Golden Gate Transit station in the near future.

Highway 12 Park-and-Ride is served by Golden Gate Transit, the Sonoma County Airporter, and Santa Rosa CityBus. The park-and-ride lot is under Highway 12 between Bennett Valley Road and Maple near the Sonoma County Fair Grounds in Santa Rosa.

San Rafael Bettini Transit Center in San Rafael connects SMART, Golden Gate Transit, Marin Transit, and Sonoma County Transit. The facility was recently redesigned to accommodate the continuation of the SMART rail tracks south toward the Larkspur station. The Golden Gate Bridge, Highway and Transportation District, as the lead agency, is in the process of preparing an Environmental Impact Report to evaluate replacing or relocating the transit center.

SMART Stations and Bus Route Connectivity

As discussed above, transit hubs have been constructed at or adjacent to several SMART stations that are currently operating and several that are planned. Bus operators in Sonoma County worked closely with SMART and local jurisdictions to coordinate bus connectivity and transfers at SMART stations to be ready by opening day. Numerous schedules were updated and new routes were introduced to align with SMART's schedule.

Sonoma County Transit now provides feeder bus service to SMART, including enhanced east-west connections from the Sonoma Valley and from Sebastopol, and a circulator shuttle between the Airport Boulevard SMART station and the Sonoma County Airport. Under contract with SMART, Sonoma County Transit also provides feeder bus services to SMART from Cloverdale, Healdsburg and

Windsor. Santa Rosa CityBus launched its “Reimagining CityBus” route redesign in 2017 with increased frequencies, directness, and connectivity of routes serving the Santa Rosa SMART stations. Petaluma Transit expanded operating hours and modified three routes to better connect the downtown, west Petaluma, and the southeast Petaluma/Lakeville Highway Business Park areas with the Downtown SMART Station and SMART schedule.

Transfers between buses and SMART in Sonoma County over the first two years of SMART service have illustrated that there are opportunities to improve integration with SMART to increase the percentage of passengers making connections between SMART and local transit services. The SCTA Transit-TAC is a venue for regular discussion of improvements to bus integration with SMART, and opportunities for collecting and sharing data that can guide prioritization of integration actions. Bus operators in Sonoma County will continue to work with SMART and the jurisdictions it serves to implement bus stop improvements and relocations, new route connections, and coordinated operations to enhance inter-operator transfers.

Station Area and SMART Integration Planning

SMART station area plans and specific plans have been carried out by local jurisdictions, in cooperation with MTC and SMART, to plan for land uses and infrastructure around transit hubs. Many of these plans address infrastructure to support transit operations and transit oriented development, or are being updated to do so. The status of these planning efforts are noted in **Table 2** below.

The *SMART Commuter Rail Integration Plan* recommended a number of capital projects that optimize connections between buses and SMART. Several of these projects are now complete, including updated bus stops and amenities around the Downtown Santa Rosa station, and a new bus turnout and amenities on Guerneville Road adjacent to the Santa Rosa North station.

The status of recommendations from the *SMART Commuter Rail Integration Plan* are outlined **Table 2**. Recommendations in the *SMART Commuter Rail Integration Plan* only addressed SMART Phase I stations.

Table 2. Station-Specific Recommendations and Plan Status

STATION	BUS STOPS + CONNECTIONS	BICYCLE ACCESS	PEDESTRIAN ACCESS	OTHER	PLAN
<i>Cloverdale-Planned</i>					<i>Complete 2010</i>
<i>Healdsburg-Planned</i>					<i>Complete 2013</i>
<i>Windsor-Planned</i>					<i>Complete 2012, Amended 2013</i>
Airport	<i>Complete: Relocate closer proximity to station platform</i>	Improve bicycle connectivity, access to bike parking area	Improve access to bus stops, install sidewalks on south side of Airport Blvd, install	Employee shuttle, bus circulator (complete), parking partnerships with	In progress

STATION	BUS STOPS + CONNECTIONS	BICYCLE ACCESS	PEDESTRIAN ACCESS	OTHER	PLAN
			marked crosswalks, RR x-ing improvement	business parks, marketing campaign	
Santa Rosa North	<i>Complete: closer proximity to station WB</i>	Improve amenities and connectivity, direct access to Coddington Transit Hub	Improved sidewalks on Guerneville, Highway 101 overcrossing, enhanced access to Coddington Transit Hub	Purchase lot near station to provide off street passenger pick-up and drop-off, vanshare, shuttles, and bicycle parking	<i>Complete 2012</i>
	Turnout on south side of Guerneville Rd., stops on Herbert Lane				
Santa Rosa Downtown	Relocate 3rd street bus stops for more direct connection	<i>Complete: Improve 3rd street access under Hwy 101</i>	<i>Complete: Improve 3rd street access under Hwy 101</i>	<i>Complete: Pilot free downtown parking shuttle to manage demand</i>	<i>Complete 2007, Update in progress Bike/Ped Plan updated 2019</i>
		Improve 3 rd Street access		Determine stop for employer shuttles and kiss-and-ride, marketing campaign	
Rohnert Park	Relocate closer to station	<i>Complete: Signalize crossing at RP Expressway across from tracks</i>	<i>Complete: Signalize crossing at RP Expressway across from tracks</i>	<i>Complete: Plans to facilitate commercial development</i>	<i>Complete 2016</i>
Cotati		<i>Complete: Signalize crossing at the east side of the tracks</i>	<i>Complete: Signalize crossing at the east side of the tracks</i>		n/a
<i>Petaluma North-Planned</i>					<i>Complete 2013</i>
Petaluma Downtown	Turn-out on D Street; pull-out constructed, sidewalk improvements are pending. Pursue funding for more frequent transit service		Improve access to Copeland Transit Mall - <i>planned access through new development</i>	<i>Complete: Support redevelopment efforts defined in plan</i>	<i>Complete 2013</i>
				Marketing campaign to reach out to businesses to host shuttles	

As shown in **Table 2**, there remain opportunities at a few station locations to enhance integration of local transit and SMART services through thoughtful planning. In those cases the local jurisdiction, the local transit agency, SMART, and MTC, should work to identify improvements and secure funding

for design and construction of these enhancements. The goal for improved bus route connectivity with SMART is below.

- Prioritization of funding for design and construction of physical access for bus, pedestrian, and bicycle integration around SMART stations

Joint Procurements and Cooperative Evaluation

As members of CALACT, transit operators have access to a purchasing cooperative for a variety of federal and state compliant transit vehicles and shelters. Transit operators in Sonoma County have also taken advantage of cooperative evaluation and procurements within the region to reduce costs and increase efficiency. For example, Santa Rosa CityBus and Petaluma Transit recently contracted with a paratransit eligibility assessment contractor through a joint procurement. Sonoma County Transit, Santa Rosa CityBus and Petaluma Transit have also purchased new passenger waiting benches through the same manufacturer. The operators consistently share information with one another about their experiences with manufacturers and about new technologies. For example, Sonoma County Transit, Santa Rosa CityBus and Petaluma Transit are currently working on the electric bus feasibility study and are learning from Sonoma County Transit's experience with their in-service electric bus.

A number of other successful joint procurements and efforts on joint procurement are discussed in the *Transit Integration and Efficiency Study*, which suggests further opportunities for joint procurement for capital assets, technology systems, and contracted services to take advantage of economies of scale and reduced staff time spent on procurement. Through North Bay Transportation Officials coordination, NVTa has developed a shared document to track service contracts for technology and services in the North Bay to identify opportunities for future joint procurement. Timelines for joint evaluation and procurement opportunities will be determined as service contract expirations are tracked.

Goals for leveraging opportunities for joint evaluation and procurements are listed below.

- Seek opportunities to coordinate the purchase of hardware, software, tires, bus or facilities parts, amenities at bus stops, and other goods to take advantage of bulk discounts and increase efficiency in the purchasing process
- Continue to update the contract summary table developed in the *Transit Integration and Efficiency Study* showing contract start and end dates
- Continue to discuss potential opportunities for joint fuel/power procurement as agencies transition to electric vehicles
- Consider establishing a procurement department task force to draft a protocol for coordinating purchasing

Zero Emissions Bus Planning

In 2018, the California Air Resources Board (CARB) adopted the Innovative Clean Transit (ICT) Regulation that all new public transportation bus purchases must be zero emissions from the year 2029 forward. CARB expects that all bus fleets will be zero emissions by 2040. The ICT regulation requires small operators, which includes Santa Rosa CityBus, Petaluma Transit, and Sonoma County Transit, to produce a transition plan and file it with CARB by mid-2023. Starting in 2026, small operators must ensure that 25 percent of all new bus purchases are zero emission. For larger agencies, like Golden Gate Transit, the ICT regulation requires 25 percent of new bus purchases to be zero emission starting in 2023, rising to 50 percent in 2026. The agencies, by regulation, also have the ability to work together to manage their fleets and transition such that there remains flexibility among the agencies while meeting the regulations in total. It is also possible that a large pool of agencies may be formed in the Bay Area which would allow even more flexibility for the smaller agencies.

Electric infrastructure for charging electric transit buses in Sonoma County is a major issue. Sonoma Clean Power, the local community choice energy provider, is assisting the four transit agencies in their territory (Mendocino Transit Authority, Sonoma County Transit, Petaluma Transit, and Santa Rosa CityBus) in meeting the ICT mandate through sponsorship of a study on electric bus charging infrastructure needs. Sonoma Clean Power hired a consulting group to conduct a planning and engineering study that will develop tangible paths to implement an all-electric, zero emission bus (ZEB) deployment for the four transit agencies. The study will assess current infrastructure at bus yards and transit malls, survey electric buses and charging equipment, assess solar and energy storage potential, review charging policies, and assist with grant programs and analysis of proposed rate changes. This represents an important opportunity for the transit agencies to carefully consider how they will work together on the electric charging network in the future.

Emergency Coordination

Sonoma County, Santa Rosa, and Petaluma have their own Emergency Operations Plans (EOP) to organize individual Emergency Operations Centers in the event of an emergency. Each jurisdiction's plan includes annual emergency simulation drills that are designed to meet all federal and state mandates and guidelines while ensuring processes are well established and each jurisdiction's staff is well prepared for any emergency. Santa Rosa CityBus, Petaluma Transit and Sonoma County Transit are each a part of the transportation component of each jurisdiction's respective EOP. SMART has developed a Safety and Security Plan that outlines roles and responsibilities in during emergency events, including coordination of emergency bus bridges. SMART also participates with the regional transit emergency operations group coordination efforts through MTC. The Golden Gate Bridge Highway and Transportation District's emergency plan includes Golden Gate Transit, and is coordinated with the counties in its service area.

In the event of a countywide public emergency, at the direction of the Sonoma County Office of Emergency Services, the transit agencies in the region (Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, SMART, and Golden Gate Transit) will coordinate emergency public transit services

that are determined necessary for public evacuation due to events such as floods, earthquakes, fires, etc. The San Francisco Bay Area Regional Transportation Emergency Management Plan provides additional guidance for coordinating emergency response capabilities among the various transportation agencies throughout the region.

During the October 2017 wild fires in Sonoma and Napa counties, transit played a significant role in evacuations and transportation for displaced individuals. Under the direction of the Sonoma County Emergency Operations Center (EOC) and the City of Santa Rosa EOC, Santa Rosa CityBus and Sonoma County Transit, including their respective paratransit contractors, deployed buses to evacuate hospitals, residences, and various facilities, transporting hundreds of affected individuals to safety. When additional buses were needed, Golden Gate Transit sent buses to assist with evacuations. Transit dispatchers, drivers, maintenance, and administrative personnel reported quickly and coordinated with other transit and school bus operators to deploy buses in a timely manner. Following the fires, SMART, Santa Rosa CityBus, Sonoma County Transit, Petaluma Transit, and Golden Gate Transit ran fare-free service and some ran special routes transporting people to and from evacuation centers. Transit operators have developed a shared emergency contact list and are developing a process for updating it on a regular basis.

During the Kincadee fire in fall 2019, transit operators were again involved in mass evacuations and transportation for displaced individuals. Transit operated limited routes and schedules during evacuation and power shut off periods. SMART, Sonoma County Transit, Petaluma Transit, and Santa Rosa CityBus all provided fare free service during and after mandatory evacuations and school closures.

Planning for public safety power shut offs are a new consideration for transit agencies in California during wildfire season. Due to the growing threat of wildfires, Pacific Gas and Electric Company (PG&E) has developed a program to reduce wildfire risks. Proactively shutting off electric power when extreme fire danger conditions are forecasted is one element of PG&E's program. Loss of power is of particular concern when it impacts railroad grade crossing gates and signals. SMART has backup generators for temporary loss of power. SMART's generator at their Regional Operations Center that can last over 24 hours. SMART also has generators that can be deployed at signal houses for each grade crossing and at some wayside signals. Santa Rosa is currently working to provide backup generators for the Transit Mall, which could be enabled during power shutoffs. As bus operators transition to zero emission fleets, the inability to charge battery-electric buses during power shut offs is also a concern. Bus operators should establish a protocol to consider shared charging infrastructure for battery-electric bus fleets when power shut offs impact only certain areas. There are currently no plans for keeping electronic wayfinding signs, real time signs, or traffic signals operating during power shut offs.

The Bay Area Urban Areas Security Initiative (BAUASI), with representation from the nine Bay Area counties, as well as San Benito, Monterey, and Santa Cruz counties, aims to increase regional capacity to prevent, respond to, and recover from catastrophic events. BAUASI's Bay Area Emergency Management workgroup has led a Regional Critical Transportation Capability Building project with goals of building local government capabilities, partnerships, and coordination for disaster planning.

In partnership with MTC and the Association of Bay Area Governments (ABAG), this workgroup has produced a toolkit for local governments to guide regional coordination and logistics in emergency planning.

Goals to continue improved coordination of emergency planning are listed below.

- Finalize the shared emergency contact list and process for keeping it updated in 2020
- Meet regularly with emergency management staff to discuss emergency preparedness planning and protocols
- Coordinate on planning for power shut offs during high fire risk times as part of the zero emissions bus planning efforts

Market Research

Per a recommendation in MTC Resolution 4060, MTC sponsored on-board surveys for all four transit operators in Sonoma County in 2018. Each surveyed riders in cooperation with MTC to support federal Title VI reporting requirements, refine regional analytical planning tools, and perform other transit passenger and equity analyses. The surveys included questions about trip origin and destination, demographic information, fares, customer satisfaction, real-time information, and interagency transfers. The surveys collected information about origin and destination patterns, customer opinions, trip purposes and characteristics, and ridership demographics to better inform service planning for all operators. These surveys have been used to inform various service planning decisions and projects outlined in individual Short Range Transit Plans. Consistency in survey questions will allow transit agencies to jointly review the survey results to identify points of overlap and coordinate improvements and service changes. Customer survey questions focused on customer satisfaction could help in prioritization of strategic investments.

Petaluma Transit also conducts on-board surveys every other year and does in depth focus groups with key market segments on the off years. Petaluma Transit includes the results of their most recent on-board surveys in their Short Range Transit Plans.

MTC is conducting a Customer Service Intercept Survey of Clipper® and non-Clipper® users at the Santa Rosa Transit Mall and the San Rafael Transit Center in September and October of 2019. The survey was last conducted in 2017.

Goals for improving coordination of market research are listed below.

- Ensuring consistency among surveys for all operators, beginning with sharing lists of questions for upcoming surveys
- Develop common questions for on-board surveys to provide better information on customer satisfaction
- Build survey questions that allow analysis of which items will impact overall customer satisfaction the most

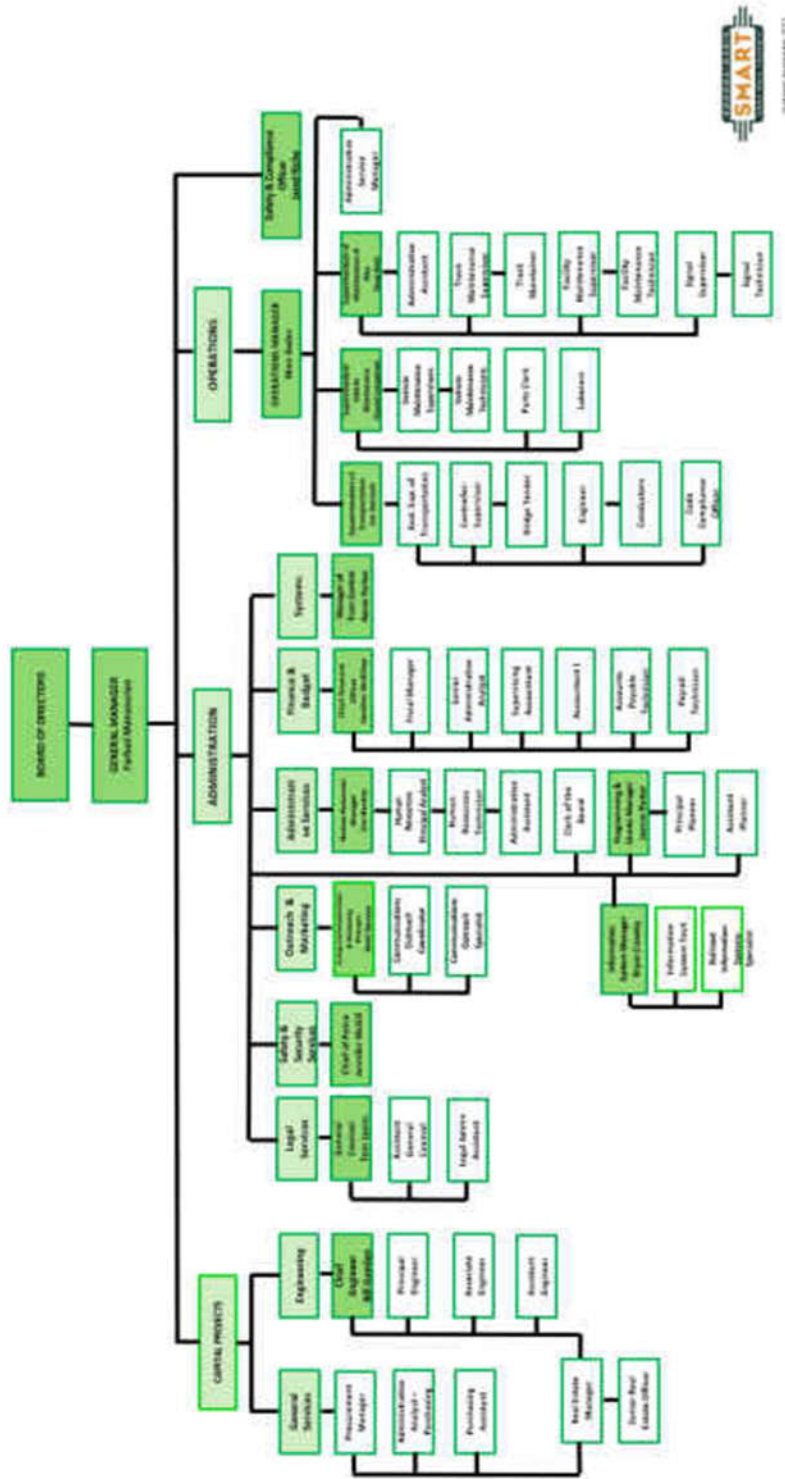
3. Conclusion

Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, SMART, and Golden Gate Transit, while operating as separate and distinct transit agencies, continue to work collaboratively and seek opportunities for coordination and learning from each other. The topics discussed in this appendix show potential for efficiencies when addressed with a collaborative approach. These five transit operators, along with other regional operators providing transit service in the North Bay, are in the process of implementing coordinated programs that align with recommendations in MTC's Transit Connectivity Plan and Transit Sustainability Project. As SMART service expands and matures, continued coordination between SMART and bus operators on various aspects of transit service and operations will be important.

While some of the transit coordination goals discussed in this appendix will require additional funding and staff time, transit operators anticipate that the initial phases of a number of the transit coordination projects will be complete within the next few years. This appendix of inter-operator coordination efforts will continue to serve as the foundation for ongoing and proposed transit coordination projects in Sonoma County.

APPENDIX B
ORGANIZATIONAL CHART

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT - ORGANIZATION CHART





October 6, 2021

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
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Patty Garbarino
Golden Gate Bridge,
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Susan Gorin
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SUBJECT: Review and Adopt Policy HRM-0025, COVID-19 Vaccination and Testing Policy.

Dear Board Members:

RECOMMENDATION:

Adopt Resolution Number 2021-26 approving HRM-0025, COVID-19 Vaccination and Testing Policy. The implementation of the policy will protect the safety of the public, District employees and their families, and Board Members by requiring proof of full vaccination or weekly COVID-19 testing for employees who are not fully vaccinated, as recommended by the Center for Disease Control and Prevention (CDC) and State and Local Public Health Officers.

SUMMARY:

On September 1, 2021, your Board adopted resolution 2021-21 amending HRM-0021, Hiring Policy and Procedure, to include a requirement that all new employees must show proof of vaccination for COVID-19 prior to beginning employment. At that time your Board also directed staff to develop a policy for current District employees requiring proof of full vaccination for COVID-19 or weekly COVID-19 testing. As directed, we have developed policy HRM-0025, COVID-19 Vaccination and Testing, for your Board's consideration. This proposed policy would apply to all current District employees and Board Members.

Due to a recent increase in cases of COVID-19, the CDC and the California Department of Public Health have issued orders requiring certain employees in high-risk settings to provide proof of vaccination and if not fully vaccinated, to submit to regular COVID-19 testing. The CDC, the State, and County Health Officials are strongly encouraging employers to implement similar measures to reduce transmission of the virus and encourage vaccination. Data shows the recent surge of new infections of COVID-19 is primarily affecting the unvaccinated.

As of October 1, 2021, in Sonoma County, new cases of COVID-19 per 100,000 residents was 9.9 among unvaccinated residents and 1.9 among vaccinated residents. In Marin County, as of September 27, 2021, the new case rate per 100,000 residents was 25.0 among unvaccinated and 4.2 among vaccinated residents.

This proposed policy demonstrates your Board's and the District's commitment to safety by implementing all recommended measures intended to reduce the COVID-19 transmission rate to protect the health of the public in general, our passengers, our employees, and their families.

In developing this policy, Human Resources staff met with our Union partners, who have been supportive of the District's efforts to protect the health of the community and our staff. We would like to thank Mark Jayne of the International Association of Machinists and Aerospace Workers Local 1414, Tom Woods of Teamsters Local 665, and Carl Carr of Operating Engineers Local 3, as well as our employee representatives, for their assistance by providing ideas and feedback for the development of this proposed policy. Their comments ranged from the need for additional training for staff on COVID-19 and the benefits of vaccination, access to testing and vaccination during working hours and clearly defined consequences for non-compliance with the policy. After an initial draft of the policy was provided to our Union partners, the District made further revisions based upon their feedback. Both the Unions and District Departments have indicated a desire to have testing administered onsite, during the employee's shift.

At the suggestion of our Union partners, the District has scheduled two informational training sessions with a Kaiser Permanente Healthcare Professional to answer employee's questions about COVID-19, vaccinations, and booster shots. We are grateful to Kaiser Permanente for assisting us in our efforts to promote the health and safety of our employees and the public.

To implement the testing portion of the policy, the District has applied to partner with the California Department of Public Health for COVID-19 Testing. Under this program, testing kits and reporting software will be provided by the California Department of Public Health's (CDPH) Testing Task Force. Designated SMART staff will receive training on testing and documentation procedures from the CDPH to implement the testing program for unvaccinated staff. Each week, unvaccinated employees will be required to self-administer the COVID-19 test under the observation of trained SMART staff, who will then record and document the tests using the State's software program. It is required that unvaccinated employees will arrive early enough at the beginning of their shift each week to complete the testing. Employees will be compensated for the time required to test. We will continue to meet with labor organizations as needed to fine tune the proposed policy, as well as with District Departments to carry out procedures for testing.

In summary, the proposed policy includes the following:

- This policy applies to all existing employees and members of the Board of Directors.
- This policy includes COVID-19 vaccination and all subsequent CDC recommended "Booster Shots".

- No later than December 1, 2021, all existing employees and members of the Board of Directors shall provide proof of vaccination to the Human Resources Manager.
- Existing employees and members of the Board of Directors who wish not to be vaccinated, shall notify Human Resources Manager no later than December 1st, 2021, so they can be included in the weekly testing program.
- We anticipate that testing will be held at multiple SMART facilities. Unvaccinated staff will be provided with a testing schedule that includes the day of the week, time and location that fits their work schedule and operational needs. Either rapid or PCR testing will be provided by the District.
- Proof of full vaccination against or weekly testing for COVID-19 will be considered a condition of employment for all current and future SMART employees, while this policy is in effect, unless the employee is on approved leave.
- Testing will be conducted during the employee's workweek and will be considered hours worked. Depending upon operational needs, employees will be required to arrive early for their shift to allow for testing.
- Unvaccinated employees who refuse or fail to test as assigned will be considered unprepared for work for non-compliance with a condition of employment. Initially, the District had proposed a two-step process for non-compliance, with the first step being a five-day suspension without pay and the second step being separation from employment. At the request of the Unions, we have added a third step to allow employees an additional opportunity to come into compliance before being separated.
- We have discussed with the Unions that the first time an unvaccinated employee refuses or fails to test, they will be suspended immediately without pay for five working days as being unprepared for work. The second time an employee refuses or fails to test they will be suspended immediately without pay for thirty (30) days but may return to work before the 30-day suspension period has ended if they show proof of vaccination for COVID-19 and commit to becoming fully vaccinated. On the third refusal or failure to test, the employee will be separated from employment immediately for being unprepared for work.
- If an employee receives a positive antigen test during worksite testing that is later found to be negative, (i.e., a false positive), after a PCR test is completed, any paid leave time the employee utilized during the quarantine period will be restored to the employee's leave banks and the employee will be returned to work.

- Recent decisions by the Public Employee Relations Board (PERB), The U.S. Department of Justice (DOJ), and the Equal Employment Opportunity Commission (EEOC) support an employer's ability to adopt COVID-19 vaccination policies¹.

FISCAL IMPACT: The logistics and costs associated with implementing COVID-19 testing are under development. Costs will depend upon the type and number of administered tests. The District hopes to control these costs by partnering with the California Department of Public Health Testing Task Force and administering tests onsite during the employee's work shift. Human Resources will work with the Finance Department to develop the necessary budgetary adjustments. Funds are available in the current fiscal year budget. Depending on the amount of testing provided, future action may need to be taken by your Board.

Very truly yours,

/s/

Lisa Hansley

Human Resources Manager

Attachment(s):

- 1) Resolution No. 2021-26
- 2) HRM-0025, COVID-19 Vaccination and Testing Policy

¹ Public Employment Relations Board Decision 2783H-Regents of the University of California <https://perb.ca.gov/decision/2783h/>;
Department of Justice July 6, 2021, Memorandum of Opinion For the Deputy Counsel to the President: <https://www.justice.gov/olc/file/1415446/download>
US Equal Employment Opportunity Commission Technical Assistance on COVID-19; <https://www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws>

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, ADOPTING HRM-0025, COVID-19 VACCINATION AND TESTING POLICY EFFECTIVE OCTOBER 6, 2021

WHEREAS, the Board of Directors has been granted the statutory power to adopt rules and regulations for the administration of employer-employee relations; and

WHEREAS, on March 18, 2015, the Board approved Resolution Number 2015-04 adopting the District's personnel policies and procedures manual; and

WHEREAS, on September 1, 2021, the Board approved Resolution Number 2021-21 amending HRM-0021, Hiring Policy and Procedure to require proof of vaccination for COVID-19 as a condition of employment for all new hires; and

WHEREAS, considering the current health crisis, the Board wishes to further revise its policies to include HRM-0025, COVID-19 Vaccination and Testing Policy, which will require proof of full vaccination for COVID-19 or weekly testing for COVID-19 for all current employees to provide for the increased health and safety of District employees and the public; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Sonoma-Marín Area Rail Transit District hereby adopts HRM-0025, COVID-19 Vaccination and Testing Policy attached to this Resolution as Exhibit A;

This resolution shall be and is hereby declared to be in full force and effect from the date of its passage.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 6th day of October 2021, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Rabbitt, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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



Section 3: Employment Practices

HRM- 0025 COVID-19 VACCINATION AND TESTING POLICY

1. POLICY

This Policy establishes the requirement for all employees and members of the Board of Directors of the Sonoma-Marín Area Rail Transit District to provide proof of full vaccination for COVID-19 including all available booster shots or submit to weekly COVID-19 testing as a condition of employment. COVID-19 vaccination requirements for new applicants are covered elsewhere in Policy HRM-0021, Hiring Policy and Procedure.

The purpose of this Policy is to protect the health and safety of the public at large, our passengers and District employees and Members of the Board of Directors. This Policy follows the strong recommendations of the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH) and local Public Health Officers that employers implement a policy of encouraging vaccinations and requiring verification of full vaccination for COVID-19 or weekly COVID-19 testing.

This Policy will remain in effect until Federal or State governmental authorities issue Guidance that requires updating the requirements.

2. GUIDELINES AND PROCEDURES

a. Proof of COVID-19 Vaccination

Employees must complete a COVID-19 Vaccination Verification Form and show proof of full COVID-19 vaccination, including booster shots when recommended by the CDC or CDPH, to the Human Resources Department as provided under this Policy. Proof of vaccination may be provided in one of the following formats:

- i. A COVID-19 Vaccination Record Card issued by the Department of Health and Human Services Centers for Disease Control and Prevention (CDC); or
- ii. A World Health Organization Yellow Card; or
- iii. A Digital State of California record from <https://myvaccinerecord.cdph.ca.gov/>.

Proof of vaccination must include full legal name, date of birth, date(s) of vaccination and COVID-19 vaccine manufacturer.

b. COVID-19 Testing

Employees and Board Members who have not submitted proof of full COVID-19 vaccination by December 1st, 2021, will be subject to weekly COVID-19 testing beginning the week of December 6, 2021, and continuing until such time as the employee submits the required proof, as detailed in section 2 (a) above or until circumstances result in the District altering the requirements of this policy due to updated CDC or CDPH recommendations.

- i. To the extent possible, testing will be conducted during the employee's work shift and will be considered hours worked. Depending upon SMART's operational needs and employee's work location, employees will be required to arrive 30 minutes early for their shift for testing. Employees scheduled to arrive before their regular shift start time for testing will be paid for that additional time on the worksite. Employees are required to report for testing at the assigned date and time.
- ii. The employee's manager or supervisor will provide a testing schedule to include the day of the week, time, and location of the District offered COVID-19 testing.
- iii. Tests will be self-administered by the employee under observation of trained staff who will enter the results into the testing software provided by the California Department of Public Health.
- iv. If an employee tests positive for COVID-19, the District will follow current Public Health and Cal/OSHA guidelines. The employee will be sent home immediately and will quarantine for 10 days per current CDC/Cal OSHA guidelines. The District will follow any changes in that guidance. These procedures are also outlined in the District's COVID-19 Addendum (Appendix H) of the District's Injury and Illness Prevention Plan (IIPP).
- v. If an employee tests positive during work site testing using an antigen test, and the test is later determined to be negative (i.e., a false positive) after a PCR test is completed, the employee will be allowed to return to work. Any paid leave accruals the employee utilized during the quarantine period will be restored to the employee's leave banks and the employee will be returned to work.

c. Refusal to Test/Failure to Test

If an employee chooses not to be vaccinated for COVID-19, they are required to participate in the weekly testing program. Employees who have not provided proof of full vaccination for COVID-19 and who fail or refuse to participate in the testing program as assigned will be considered unprepared for work as vaccination or testing is a condition of employment. Employees who are neither vaccinated or tested are subject to the following actions:

- i. First Refusal or failure to test – Employee will be suspended without pay immediately for five (5) working days as unprepared for work.
- ii. Second Refusal or failure to test – Employee will be suspended without pay immediately for thirty (30) days for being unprepared for work. The employee may return to work before the end of the 30-day suspension period if the employee shows proof of receiving a vaccination for COVID-19 and commits to becoming fully vaccinated.
- iii. Third Refusal or failure to test – Employee will be separated from employment immediately for being unprepared for work.

d. Tracking and Reporting

The Human Resources Department will be responsible for maintaining vaccine related documents as confidential employee medical records. The following information will be recorded, tracked, and maintained in a manner consistent with the District’s policies regarding privacy and security, including HRM-0012, Information Systems Security as well as applicable state and federal law.

- i. Proof of Vaccination
 - Full Legal Name
 - Date of birth
 - Date(s) of vaccination
 - COVID-19 Vaccine Manufacturer
- ii. COVID-19 Testing Dates
 - Date of test
 - Results of test

3. RESPONSIBILITIES

- a. Administration: The General Manager has the authority to make non-policy and administrative changes as needed to this policy, to accommodate changes in the law, CDC or CDPH recommendations or required procedures. All changes made will be communicated with the affected employees and their unions.
- b. Department Heads (or Designee)
 - i. Ensure subordinate managers and supervisors are advised of the COVID-19 Vaccination and Testing policy.
 - ii. Ensure managers and supervisors are appropriately communicating with employees regarding the policy requirements.
 - iii. Ensure managers and supervisors are not seeking or disclosing confidential information regarding vaccination status from employees.
 - iv. Follow and ensure compliance with the policy guidance and protocols and all local, state, and federal regulatory guidelines regarding COVID-19.

- c. Managers and Supervisors
 - i. For employees subject to weekly COVID-19 testing, communicate available weekly testing dates and times, and schedule testing times for direct reports during their regularly scheduled work shifts.
 - ii. Maintain confidentiality regarding employee vaccination status.
 - iii. Follow and ensure compliance with policy guidance, protocols and all local, state and/or federal regulatory guidelines regarding COVID-19.
 - iv. Immediately notify the Department Head and/or Human Resources of any employee non-compliance with this policy.
- d. Employees
 - i. Notify their supervisor if at any time prior to or during the course of their shift, they experience COVID-19 symptoms or receive a positive COVID-19 test result.
 - ii. Notify a supervisor if they believe they may have been in close contact with a confirmed case of COVID-19.
 - iii. Follow all directives, policies and procedures to assist in maintaining a safe work environment.
 - iv. Provide proof of full COVID-19 vaccination to Human Resources as described in section 2 (a) of this policy.
 - v. If proof of full vaccination is not provided, complete weekly COVID-19 tests as scheduled by their manager or supervisor.

4. DEFINITIONS

- a. **COVID-19:** Coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus (SARS-CoV-2).
- b. **COVID-19 Symptoms:** Symptoms of COVID-19 include the following: (1) fever of 100.4degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing;(4) fatigue; (5) muscle or body aches; (6) new loss of taste or smell; (7) sore throat; (8) congestion or runny nose; (9) nausea or vomiting; or (10) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19, or as outlined by the Center for Disease Control.
- c. **COVID-19 Test:** A viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration ("FDA") or has an Emergency Use Authorization

("EUA") from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA EUA as applicable.

- d. **Employee:** Full-time, part-time, temporary, limited term, intern, provisional, probationary, and regular District employees, as well as agency executives, contracted employees, and Members of the Board of Directors.
- e. **Full Vaccination:** An employee is considered "fully" vaccinated when the employee received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, including booster shots as recommended by the CDC or CDPH. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).
- f. **Vaccine:** A COVID-19 Vaccine satisfies the requirements of this policy if: (i) the U.S. Food and Drug Administration (FDA) has issued a License or an Emergency Use Authorization (EUA) for the vaccine or; (ii) the World Health Organization has approved Emergency Use Listing (EUL).

EFFECTIVE DATE: October 6, 2021