



**BOARD OF DIRECTORS  
MEETING AGENDA  
July 20, 2022 – 1:30 PM**

In accordance with AB 361, Sonoma-Marin Area Rail Transit District Resolution No. 2021-24, Governor Newsom's March 4, 2020, State of Emergency due to the COVID-19 pandemic and Marin and Sonoma Counties Health Officials recommendations to continue measures that promote social distancing the SMART Board of Directors Meeting will continue to be held virtually through Zoom.

**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, July 19, 2022 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 June 15, 2022, Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

### Consent Calendar

- 6a. Consider and Approve a Resolution to continue virtual Tele/Video Conference Meetings during the COVID-19 State of Emergency
- 6b. Approval of Monthly Financial Reports – May 2022
- 6c. Accept Monthly Ridership Reports – June 2022
- 6d. Approve Cal OES Form 130 – designating the Chief Financial Officer, Heather McKillop, and the Budget and Finance Director, Claire Springer, as Authorized Agents to submit applications for disaster assistance with the California Governor’s Office of Emergency Services
- 6e. Authorize the General Manager to Award Amendment No. 2 to Contract OP-SV-19-001 with Richard A. Sanchez dba A.J. Janitorial Service in an amount of \$108,207 for a total not-to-exceed amount of \$415,007 to continue providing Janitorial Services at SMART’s Stations and Facilities
- 6f. Approve a Resolution Authorizing the Creation of two (2) Vehicle Maintenance Technician Trainee Positions to the Approved Positions for Fiscal Year 2022-23
- 6g. Authorize the Board Chair to Execute a Collective Bargaining Agreement with the International Brotherhood of Teamsters, Local Union Number 665; and Approve a Resolution updating Fiscal Year 2022-23 Appendix C - Position Authorization

### Regular Calendar

- 7. Approve a Resolution Authorizing the General Manager to Award Contract No. FR-BB-22-002 with Manson Construction Co. for the Black Point Fender Repair Project in an amount of \$552,000 with a term through December 31, 2022 – *Presented by Bill Gamlen*
- 8. Planning for the Future – Ridership (Discussion) – *Presented by General Manager Cumins*
- 9. Approve Additional Service on to meet the Golden Gate Ferry Service from Oracle Park for Remainder of SF Giants Baseball Season – *Presented by Emily Betts*
- 10. Sonoma County Airport Station Shuttle (Information/Discussion) – *Presented by Emily Betts*
- 11. Sonoma County Civil Grand Jury Report Received June 14, 2022 (Review/Discuss) - *Presented by General Manager Cumins*
- 12. Closed Session
  - a. Conference with Labor Negotiator General Manager Cumins pursuant to California Government Code Section 54957.6  
*Agency Designated Representative:* General Manager  
*Represented Employees:* IAMAW Local Lodge No. 1414 and Teamsters Local 665
  - b. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Reis v. Sonoma-Marin Area Rail Transit District California Public Utility Commission Case No. 21-11-016; Number of cases: 1

13. Report Out Closed Session
14. Next Regular Meeting of the Board of Directors, August 17, 2022 – 1:30 PM
15. Adjournment

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DISABLED ACCOMODATIONS:

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



**BOARD OF DIRECTORS  
REGULAR MEETING MINUTES  
June 15, 2022 - 1:30 PM**

In accordance with AB 361, Sonoma-Marina Area Rail Transit District Resolution No. 2021-24, Governor Newsom's March 4, 2020, State of Emergency due to the COVID-19 pandemic, and Marin and Sonoma Counties Health Officials recommendations to continue measures that promote social distancing, the SMART Board of Directors Meeting will continue to be held virtually through Zoom.

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

Vice Chair Pahre started the meeting at 1:35pm and proceed to Agenda Item #4 due to lack of quorum.

1. Call to Order

Director Arnold joined at 1:54pm

Vice Chair Pahre called the meeting to order at 1:55pm. Directors Arnold, Bagby, Colin, Garbarino, Hillmer and Lucan were present; Director Coursey, Fudge, Rabbitt and Rogers absent; Director Connolly joined later.

2. Approval of the June 1, 2022, Board Meeting Minutes

**MOTION:** Director Lucan moved approval of June 1, 2022 Board Meeting Minutes as presented. Director Bagby second. The motion carried 7-0 (Directors Coursey, Fudge, Rabbitt and Rogers absent; Director Connolly joined later).

3. Board Members Announcements  
None

4. General Manager's Report

General Manager Cumins provided a brief update on the following:

- Ridership
- Engineer/Conductor Uniforms
- Rider Profile

### Ridership Update

- Additional 10 trips were added on June 13, 2022.
- On Tuesday, June 14, 2022; SMART had 1,672 riders (highest post-covid), which is 15% above month to date average (MTD).
- Ridership by Day of Week: last four weeks show average Tuesday – Thursday ridership nearly 20% higher than Monday and Friday.
- Average Weekday Bicycle Boardings: Data does not account for passengers alighting before the end of the line; 26-trip schedule met bike demand; new expanded schedule offers even more bike capacity.
- Giant’s Game Service – June 12, 2022:
  - Ran 3-car train on 9:31 AM Southbound Trip
  - Arrived Larkspur at 10:50 AM - 137 passengers
  - Special return trip departed Larkspur at 6:20 PM - 59 passengers
  - Last train departed Larkspur at 7:30 PM - 61 passengers
  - Sunday June 12 ridership was 995 (62% above prior Sunday average)
  - Next game: June 26<sup>th</sup> vs. Cincinnati Reds
  - Planning to run same level of service
- Tips for Trips
  - Novato Chamber Art, Wine and Music Festival, June 18 and 19
  - Sonoma-Marin Fair, June 22-26, 2022
  - SF Giants vs. Cincinnati Reds, June 26, 2022
  - Marin County Fair, June 30- July 4, 2022

### Engineer/Conductor Uniforms

Uniforms are very important since the Engineers and Conductors are the image of SMART.

- Engineer- Conductor, Edgar Perez modeled the current uniform
- Engineer- Conductor, Tony Elich modeled the proposed uniform

### Rider Profile

- Christopher (aka: Fed Ex): daily rider, cuts carbon footprint by using public transportation, and loves to ride the SMART train.

### Comments

Director Garbarino asked for clarification on the bicycle statistics. General Manager Cumins responded that the majority of bicycles are boarding at 6:06 am and 7:10 am traveling Southbound and boarding at 2:20 pm and 3:25 pm traveling Northbound.

Director Bagby stated that the proposed uniform is very professional. She asked if there is a plan to change the SMART Police Uniform. General Manager Cumins responded that there have not been any discussions and there has been a focus on the Engineer/Conductors.

Director Lucan stated that the best scenario is that the employees who wear the uniform are happy.

Vice Chair Pahre asked if the SMART logos will be added to the proposed uniform. General Manager Cumins responded yes, and many employees stated that they would like cargo pants and polo shirts.

Dani Sheehan congratulated Directors Lucan, Connolly, and Rabbit for their election win. She and her nieces from Nebraska took the train on Tuesday, June 14<sup>th</sup> on the Rail and Sail package to Pier 39 and the trains were full. She suggested making more room for bicycles since the ridership is increasing.

Richard Brand stated that SMART is not getting enough visibility and knows that the SMART's Outreach Department is working on marketing SMART, however, the Press Democrat is focused on the coal train instead of the SMART train. He is considering writing to the Press Democrat to suggest they write about the benefits of SMART. Taste of Sonoma is on June 25<sup>th</sup>, he suggested having shuttle service from Airport Station to Healdsburg. Also, the Chamber of Commerce is interested if SMART could service their events.

Steve Birdlebough stated that he is pleased to see that SMART is servicing the baseball games and hopes to be able to service some football games in the fall. He said he likes the proposed uniform for Engineer/Conductors.

5. Public Comment on Non-Agenda Items

Richard Brand stated that the Citizens Oversight Committee meeting for May 2022 was cancelled and asked if they had a schedule to meet.

Clerk of the Board, Leticia Rosas, responded that the Citizens Oversight Committee will meet on Thursday, June 23<sup>rd</sup> at 7:30 via Zoom. Information will be posted on SMART's website.

6. Consent

- a. Accept Monthly Ridership Reports – May 2022
- b. Authorize the General Manager to execute Contract Amendment No. 11 with Hanson Bridgett LLP for legal support services in the amount of \$150,000 for a contract not-to-exceed amount of \$950,000
- c. Authorize the General Manager to execute Contract Amendment No. 2 with Allen, Glaessner, Hazelwood for legal services in an amount of \$100,000, and extending the term for one (1) year to June 30, 2023
- d. Consider and Approve a Resolution to continue virtual Tele/Video Conference Meetings during the COVID-19 State of Emergency

District Counsel, Tom Lyons asked to defer Agenda Item 6d: *Consider and Approve a Resolution to continue virtual Tele/Video Conference Meetings during the COVID-19 State of Emergency* after discussion of Agenda Item #9 is considered/discussed.

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

**MOTION:** Director Bagby moved approval of the Consent Agenda Items 6a-6c as presented. Director Garbarino second. The motion carried 7-0. The motion carried 7-0 (Directors Coursey, Fudge, Rabbitt and Rogers absent; Director Connolly joined later).

7. Authorize the General Manager to execute Contract Amendment No. 1 to the Interim Freight Rail Service Agreement No. FR-PS-21-002 with Summit Signal, Inc. in an amount of \$119,563.50 to continue providing routine maintenance and inspections of SMART's signals, crossing warning devices, and wayside equipment on the Brazos Subdivision line for six months – *Presented by Jon Kerruish*

Freight Manager, Jon Kerruish, stated Summit Signal, Inc. has been providing interim freight rail operations and maintenance services for SMART since March 1, 2022 when SMART became a common carrier. This interim contract has allowed SMART to actively recruit personnel and preparing operations to provide this service in-house. SMART has successfully recruited qualified staff to perform the train operations, vehicle maintenance, and maintenance of way functions; however, zero qualified personnel applied for the signal, crossing warning device, and wayside signal equipment maintenance and inspection work. This work is highly specialized and requires Classroom and On-the-Job Training approved by the Federal Railroad Administration.

Staff has negotiated with Summit Signal, Inc. a six-month extension of the existing interim contract to continue performing the required signal equipment maintenance and inspection work while SMART acquires the skill set.

Staff recommends authorizing the General Manager to execute Contact Amendment No. 1 to the Interim Freight Rail Service Agreement No. FR-PS-21-002 with Summit Signal, Inc. in an amount of \$119,563.50 for six months.

**MOTION:** Director Garbarino moved to Authorize the General Manager to execute Contract Amendment No. 1 to the Interim Freight Rail Service Agreement No. FR-PS-21-002 with Summit Signal, Inc. in an amount of \$119,563.50 to continue providing routine maintenance and inspections of SMART's signals, crossing warning devices, and wayside equipment on the Brazos Subdivision line for six months as presented. Director Bagby second. The motion carried 7-0 (Directors Coursey, Fudge, Rabbitt and Rogers absent; Director Connolly joined later).

8. Approval of Resolutions Adopting the Fiscal Year 2022-23 Budget, Annual Appropriation Limit and Investment Policy – *Presented by Heather McKillop*

Director Connolly joined 2:05pm

Chief Financial Officer, Heather McKillop, provided an overview presentation which will be posted on the website. Highlights include:

FY 2023 Budget Components

- Budget Overview
  - Revenues
  - Expenditures
  - Freight
- Changes from May Draft Budget
- Comments
- Questions

### Revenues

- Sales Tax
- State Grants
- Federal Funds
- Fare Revenues
- Parking

### Expenditures

- Salaries and Benefits largest expenditure category at 28%
- Supplies and Services, Debt Service, and Pathway funding all approximately 20% each or 60% of budget
- Planning, Environmental, State of Good Repair, match, and expansion make up remaining 14%.

### Freight Revenue

- State Grants
  - \$4 million for operations/ maintenance/ repairs
  - \$206,000 for Black Point Bridge
- Freight Fees
  - \$1.1 million freight movement fees
  - \$0.092 million freight storage fees
- Leases
  - \$0.146 million

### Freight – Expenditure

- Salaries
  - \$0.786 million
  - 6 FTE
- Services and Supplies
  - \$1.1 million - Largest issue is condition of assets
- Capital and State of Good Repair
  - \$2.6 million

### Changes from May Draft Budget

- Changed the number of pathway miles from 24 to 12. The 12 miles is reflective of the numbers of miles funded and constructed by SMART.
- Increased the cost of the replacement of the Board meeting wireless mic system from \$5,000 to \$38,000 or a difference of \$33,000.
- Included a 3% cost of living increase for non-represented employees.
- Carryforward \$4,314,309, of which \$70,000 is freight, from Fiscal Year 2022 to Fiscal Year 2023.
- Increased the insurance budget for freight from \$20,000 to \$68,000 based on the actual costs.
- Calculated the administrative allocation from passenger rail to freight based on miles estimated to be operated in Fiscal Year 2023. The calculation assumes 1.24% of administrative expenses would be allocated to freight.
- Adjusted estimated beginning balance for freight based on budget adjustments made in June of 2022.



- Added \$50,000 to the freight budget for training, tools, and signal and gate parts assuming the signal work will be inhouse within 6 months.
- Increased the Black Point Bridge construction funds by \$407,150 based on current bids received. In addition, had to eliminate some of the scheduled work due to the increased cost.

#### Comments

SMART received comments during public comment period starting May 13<sup>th</sup>. Mr. Mike Arnold comment regarding matrix performance was incorporated into the budget.

#### Budget Appendices

- Appendix A - Passenger Rail: Overview of Sources & Uses
- Appendix B - Freight Rail: Overview of Sources & Uses
- Appendix C - Position Authorization
- Appendix D - Statistical Information
- Appendix E - Statement of Investment Policy
- Appendix F - Appropriation Calculation
- Appendix G - Organization Chart

#### Comments

Director Lucan asked for clarification of the lease revenue. Ms. McKillop responded that the Leases that we inherited from NCRA, which is the northern section or a lease on that we've heard an inherited from Brazos Branch, those are considered Freight and everything else that we had before that was is considered Passenger. Director Lucan asked where the Brazos Branch start at. Ms. McKillop responded at the Ignacio Wye.

**MOTION:** Director Lucan moved to Approval of Resolutions Adopting the Fiscal Year 2022-23 Budget and Annual Appropriation Limit and Investment Policy as presented. Director Bagby second. The motion carried 7-0 (Directors Arnold, Coursey, Fudge, Rabbitt and Rogers absent).

9. Approve a hybrid in-person and remote option for public meetings and provide for the continued use of Tele/Video Conferencing for District Public Meetings for virtual and remote public participation – *Presented by Eddy Cumins*

General Manager Cumins provided a brief overview presentation. Highlights include:

#### Board Meetings

- Background
  - On September 16, 2021, Governor Newsom signed AB-361
    - Allows but does not require local government bodies subject to the Brown Act to continue to use video and/or teleconferencing to conduct board meetings
    - Every 30 days, SMART's Board of Directors must reconsider the continuing need for virtual meetings
- Recommendation
  - Based on recent developments and guidance from CDC, CalOSHA, and CDPH, staff is recommending the Board consider a hybrid (on-site and remote) board meeting as a first step to a post-covid normalization and a return to full in-person meetings at the expiration of AB-361

The action before the Board today is to approve a hybrid in-person and remote option for public meetings:

- Board/Staff – In-person
- Pubic – Tele/video conferencing

#### Comments

Vice Chair Pahre asked if the Board members have the option to attend via tele/video. General Manager Cumins responded that this item requires discussion. He recommends that the Board members attend in person.

Director Colin suggested exploring the hybrid option for the Board members. The City of San Rafael offers the Hybrid option and have not had any issues and it is doable. Having member from different areas is a resource and time commitment of Board members.

Director Garbarino stated that she disliked having Zoom meeting at the beginning, however she has embraced mainly due to greenhouse gas reduction. She thinks it makes for a more efficient way to operate during the day. It improves quality of life, but, most importantly, reduces greenhouse gas effects.

Director Lucan stated he has a different opinion, and we should start to think back to getting together in-person as a Board. There is a tremendous value not just for the Board meetings but the interaction taking place before and after meetings. The public will always have an opportunity to join via Zoom especially if they are coming from a far drive to speak for three minutes and then drive back. He thinks you are more present when you are in person at meeting. He suggested reconsidering how Board meeting are conducted.

Director Bagby stated that she misses seeing everybody in person. The technology is here to stay, and she has heard from various constituents that they appreciate the ability to have a hybrid meeting. Her preference is to have hybrid meetings, where you either in person or via Zoom. She said the City of Cloverdale had its first successful hybrid meeting with all the new technology that was invested. She thinks it is beneficial for SMART, since it is the first meeting in June and we're having trouble with quorum. Since we have a large district that spans to three counties and where we are trying to address greenhouse gas emissions and we've all been affected by congestion on Highway 101 and trying to get to meetings on time, it is important that we have a hybrid option.

Director Hillmer stated that a hybrid option is a necessity.

Director Connolly stated that his preferences is to have in-person meetings, however, at least for the time being he is willing to have hybrid meetings.

Director Lucan said there is some confusion on some terminology and asked for clarification if this option is for the Board members to be in-person and the public can participate remotely.

General Manager Cumins clarified that hybrid option for public meetings would be: 1) Board/Staff-In-person; and 2) Pubic – remotely. He said that the Board can continue to meet remotely, however most organizations are starting to bring their Board meetings back in person. It is good to have this discussion with the Board at this time and would like to see everyone in person. Director Connolly joined the meeting today in person and it's nice to see him.

Director Hillmer stated that creating flexibility is necessary if a Board member cannot make the meeting in person.

Vice Chair Pahre stated that she heard a few options: 1) meet in person every other meeting; 2) continue the meeting as is; 3) the Board/Staff-In-person and Public – remotely. She asked if an approval is recommended at this time. General Manager Cumins stated that this item can be discussed at next meeting with options and recommendations. However, Consent Agenda item 6d will need to be approved to continue to provide remotely meetings.

Director Connolly stated that there should be an option for the public to be able to attend in person if they wished.

General Manager Cumins stated that the recommendation today is for the Board/Staff to be In-person; and the Public – remotely.

Director Lucan agrees with Director Connolly that the public should have the option to be in-person meeting or remotely. He suggested delaying the approval and choosing when the Board is willing to meet in person. He feels there will be Board members only remotely and others in person, which can set up a different dynamic. There is a lot of work going to happen in the next few months and showing a united front as a Board together at some future date is important.

Director Colin stated that we are still in the pandemic and should continue to conduct hybrid meetings.

Director Bagby stated that it is important to support *Consent Agenda Item 6d*, while the Board continues to discuss options and have the flexibility the next few months. She appreciates the ability to join the meetings remotely, due to the pandemic ,

Director Hillmer provided an example of why hybrid meetings are important, he said that fellow council member is a caregiver and requested to attend meetings remotely for safety reasons. Providing flexibility is a common courtesy for unforeseen situations.

General Manager Cumins clarified that the Board is not required to decide today. Under Assembly Bill 361 the Board meetings can continue to meet remotely. However, a plan needs to be in place when the bill expires. The Board can approve Consent Agenda item 6d.

#### Public Comments

Richard Brand stated that with the increase of gas prices and SMART office not being near a train station it will affect public perception. It is important that everyone has the same option to participate. He strongly supports having remote meetings.

Rick Luttmann stated that he likes the current system and urged the Board to keep the same system. He would not be willing to attend the meeting in person twice a month. He suggested having social events if the Board would like to meet in person.

Dani Sheehan suggested including the hybrid option into the budget. Having the flexibility for the elderly, handicap and people that don't have transportation is important.

Steve Birdleough stated that prior to COVID-19, Board members would be able to attend via telephone. There is an advantage to being present at the meetings, however we are still in the pandemic and having flexibility is important.

Doug Kerr stated that the Capitol Corridor Agency have conducted their meetings remotely and in-person for various years. He has enjoyed attending the Board meetings in person because he is able to talk to the staff and Board members. He suggested that the Board continue to provide both options.

Rick Coates stated that he has enjoyed attending the Board meetings in person. He said it takes him over an hour to get to the SMART office from his home. He is attending the meeting today via zoom from Montana.

Vice Chair Pahre stated that the Board agrees with General Manager Cumins that a plan needs to be in place. It sounds as though the majority agrees that the public can join the meeting remotely and there is some discussion that needs to take place to determine the best scenario for the Board Members. She suggested that the Board consider approving *Consent Agenda Item 6d* until the Board has time to discuss options.

District Counsel Lyons clarified that the Board does not have to decide as to whether they need to return to in-person meetings at this time. The resolution is in place and continues to be in place where required every 30 days until AB 361 expires.

Director Bagby recommended to approve Agenda Item 6d, since the Board is required to renew every 30 days, so it is timely today. The Board has provided feedback and direction to staff and the information can be presented at a future meeting.

Director Lucan second the recommendation and stated that the Board needs to continue the conversation about the Board members returning to in-person meetings, since there are only 7 out of 12 board members attending today.

10. Next Regular Meeting of the Board of Directors, July 20, 2022 – 1:30 PM
11. Adjournment - Meeting adjourned at 2:58pm.

Respectfully submitted,

Leticia Rosas-Mendoza  
Clerk of the Board

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

**Resolution No. 2022-01.08 (AUG)**  
**Sonoma-Marín Area Rail Transit District**  
**July 20, 2022**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AND RELATED FINDINGS REGARDING VIRTUAL-CONFERENCE MEETINGS DURING THE COVID-19 STATE OF EMERGENCY**

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**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 regards 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 emergency; and

**WHEREAS**, following expiration of the Executive Orders, on September 16, 2021, the Governor signed into law Assembly Bill 361 ("AB 361"), allowing for teleconference meetings under the Brown Act during declared states of emergency; and

**WHEREAS**, Marin and Sonoma Health Officials continue to recommend 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 virtually via tele/video conference.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board of Directors of SMART has resolved to continue with Teleconference meetings with the option for a limited in-person and virtual teleconference participation, and has reconsider the circumstances of the emergency and determine that the current circumstances continues to directly impact the ability to meet in-person safely;
2. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19.
3. State and Local officials continue to recommend measures to promote social distancing, and as a result of that emergency, large gatherings that meet in person would present imminent risks to the health or safety of attendees of in-person meetings and of this legislative body within the meaning of California Government Code Section 54953(e)(1).

**Resolution No. 2022-01.08 (AUG)**  
**Sonoma-Marín Area Rail Transit District**  
**July 20, 2022**

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 20<sup>th</sup> day of July 2022, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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



July 20, 2022

**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

**Chris Coursey**  
Sonoma County Board of Supervisors

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

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

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

**Eric Lucan**  
Transportation Authority of Marin

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

**Eddy Cumins**  
General Manager

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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:** Monthly Financial Status – May 2022

Dear Board Members:

**RECOMMENDATION:** Approval of Monthly Financial Reports

**SUMMARY:**

Revenues are reflected in the first section of the Monthly Financial Status report. We have provided a chart that lists the revenues forecasted in the FY 2021/22 amended budget which was approved by the Board in February 2022 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.

Expenditures are reflected in the second part of the Monthly Financial Status report. We have added expenditure gauges so with a glance the reader can see what percentage has been spent in administration, operations, capital, and freight. 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 have also included information regarding SMART's investment policy, where our funds are being held, and how much is currently being held. In addition, we have shown the current obligations, reserves, and fund balance requirements for FY 2021-22.

Very truly yours,

/s/  
Heather McKillop  
Chief Financial Officer

Attachment(s):    1) Monthly Financial Status Report  
                             2) Contract Summary Report



## MONTHLY FINANCIAL STATUS

MAY 2022

### REVENUES

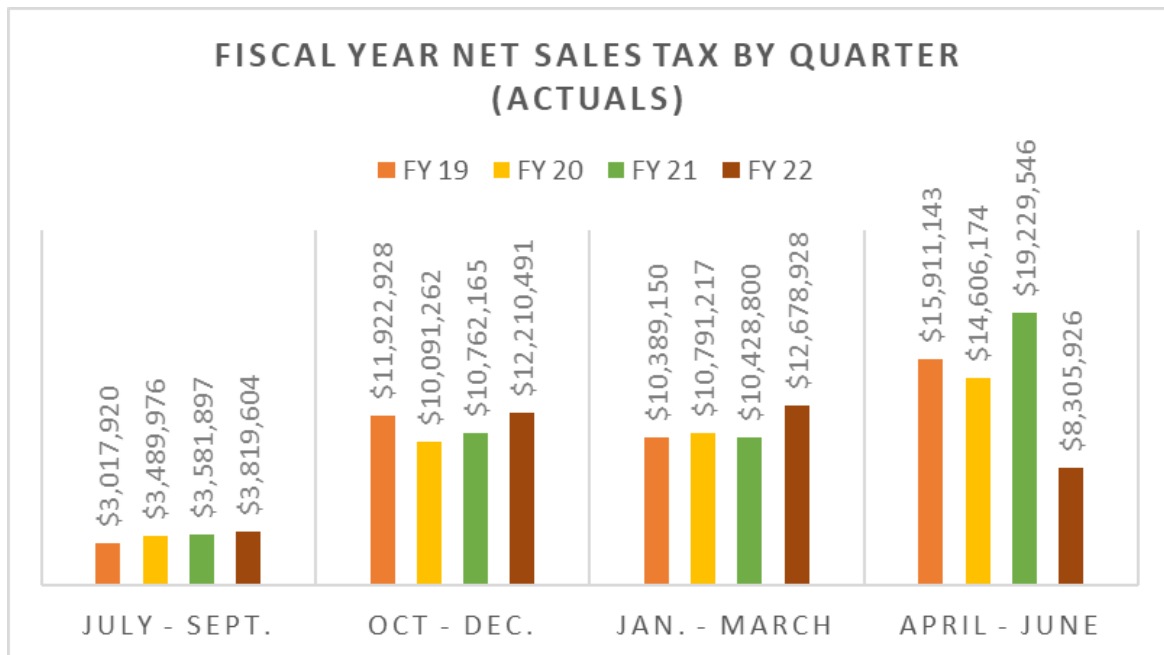
	FY 2021-22 Approved Budget	Actual	Amount Over/ Under Budget	Comments
<b>Revenues</b>				
<b>Transit/Pathway</b>				
Sales/Use Taxes	\$ 46,981,000	\$ 37,014,949	\$ (9,966,051)	Sales Taxes are recorded when received not when earned
Interest and Lease Earnings	\$ 623,865	\$ 888,347	\$ 264,482	Leases renew throughout the year
Miscellaneous Revenues	\$ 30,000	\$ 47,475	\$ 17,475	
Fare Revenue	\$ 1,200,000	\$ 1,090,166	\$ (109,834)	
Parking Revenue	\$ 27,000	\$ 11,789	\$ (15,211)	
State Grants	\$ 8,660,684	\$ 4,149,319	\$ (4,511,365)	State grants are received throughout the year
Charges For Services	\$ 57,500	\$ 249,238	\$ 191,738	Includes dispatching and flagging services which are performed throughout the year
Federal Funds (Non-COVID Relief)	\$ 3,037,733	\$ 427,048	\$ (2,610,685)	Federal funds are received on a reimbursable basis. Funds have to be expended before they can be requested.
Federal Funds (COVID Relief)	\$ 7,225,294	\$ 4,724,821	\$ (2,500,473)	American Rescue Plan (ARP) Funds
Other Governments/ Misc.	\$ 161,998	\$ 166,829	\$ 4,831	
<b>Transit/Pathway Subtotal</b>	<b>\$ 68,005,074</b>	<b>\$ 48,769,981</b>	<b>\$ (19,235,093)</b>	
<b>Freight</b>				
Interest and Lease Earnings	\$ -	\$ 148,073	\$ 148,073	Lease income from freight right-of-way
Freight Movement Revenues	\$ 372,000	\$ 234,327	\$ (137,673)	
Storage Fees	\$ 115,400	\$ 125,850	\$ 10,450	
State Grants	\$ 5,803,473	\$ 4,045,307	\$ (1,758,166)	Includes \$4m for freight rights grant
<b>Freight Subtotal</b>	<b>\$ 6,290,873</b>	<b>\$ 4,553,557</b>	<b>\$ (1,737,316)</b>	
<b>Total Revenues</b>	<b>\$ 74,295,947</b>	<b>\$ 53,323,538</b>	<b>\$ (20,972,409)</b>	



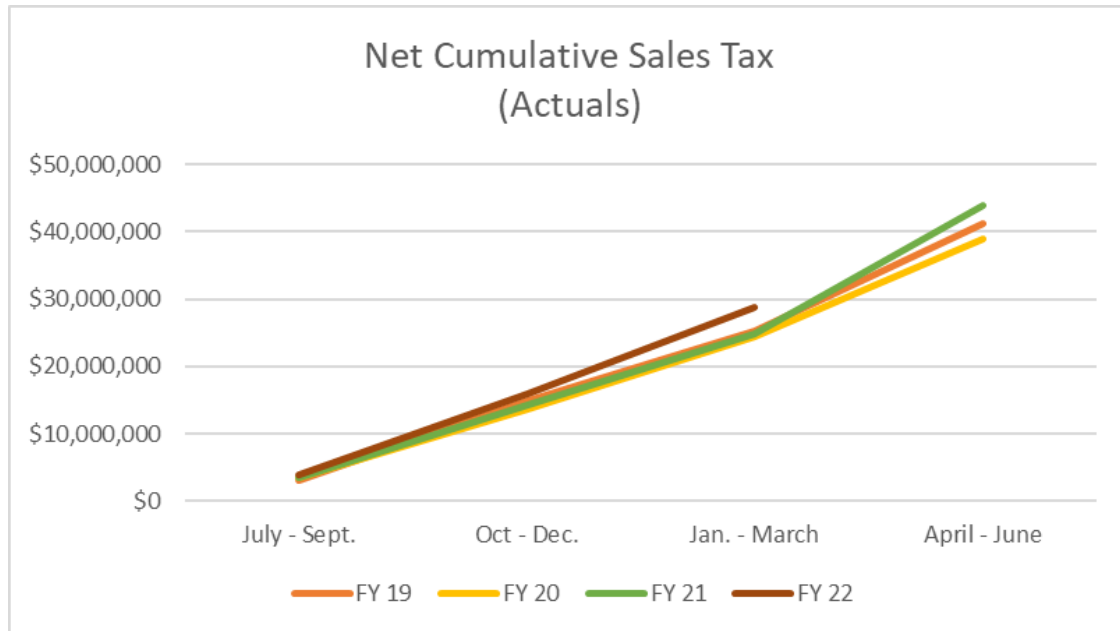
**Measure Q Sales Tax  
Fiscal Year (FY) 2021/2022**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
Forecasted FY 22 Budget	\$ 3,506,166	\$ 10,518,498	\$ 13,518,498	\$ 19,434,838
Actual	\$ 3,819,604	\$ 12,210,491	\$ 12,678,928	\$ 8,305,926
Difference	\$ 313,438	\$ 1,691,993	\$ (839,570)	\$ (11,128,912)

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

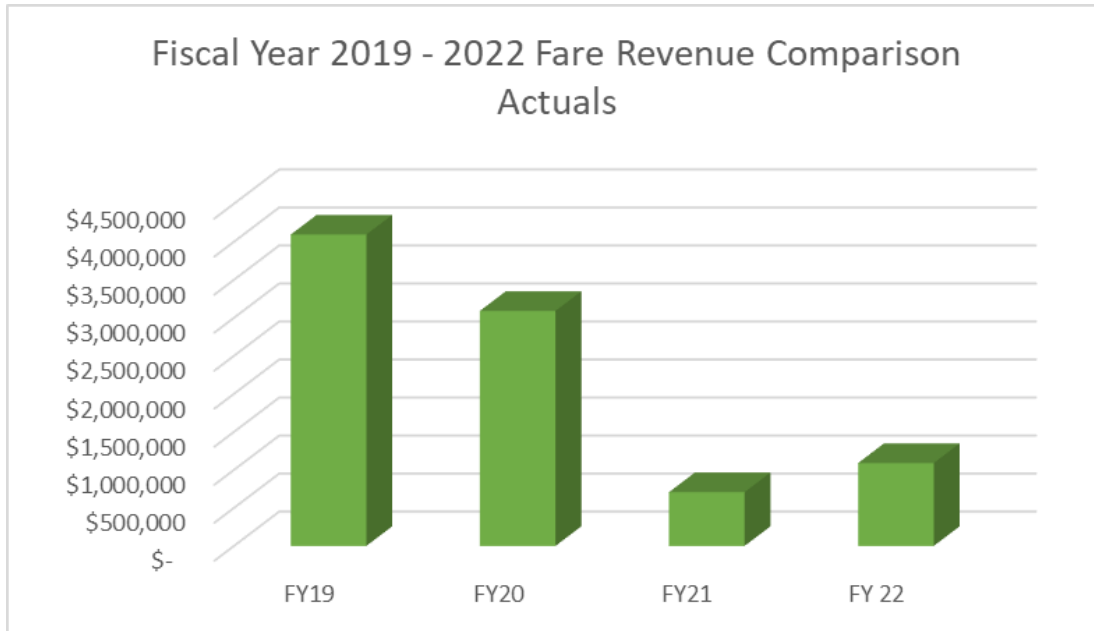


### Fiscal Year 2019-2022 Net Cumulative Sales Tax Comparison

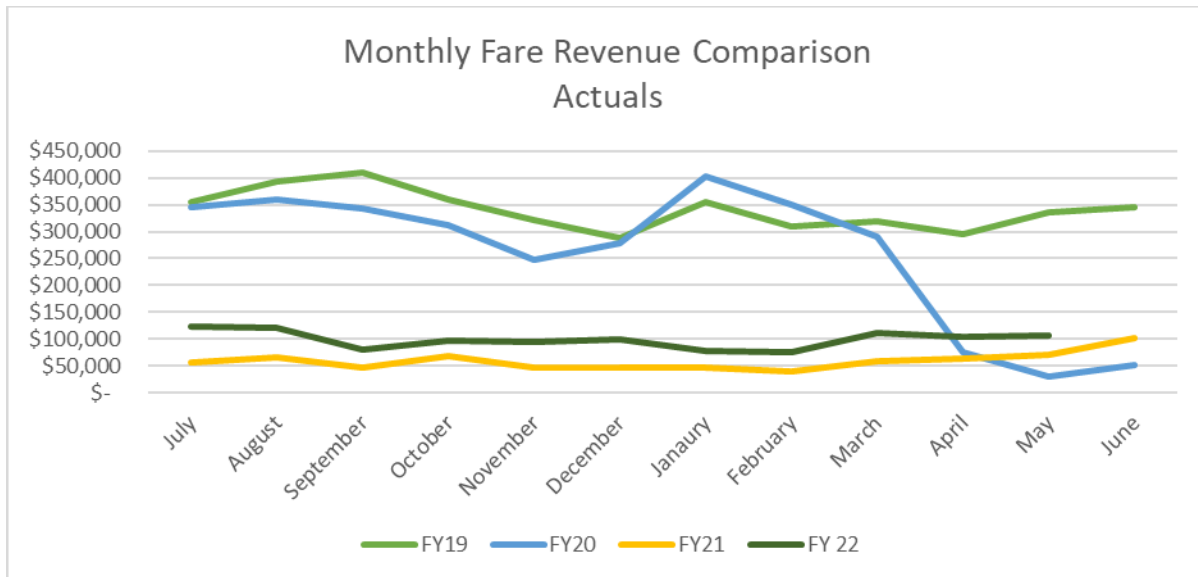


Note: Sales Taxes are recorded when received not when earned.

## Fiscal Year 2019-2022 Fare Revenue Comparison



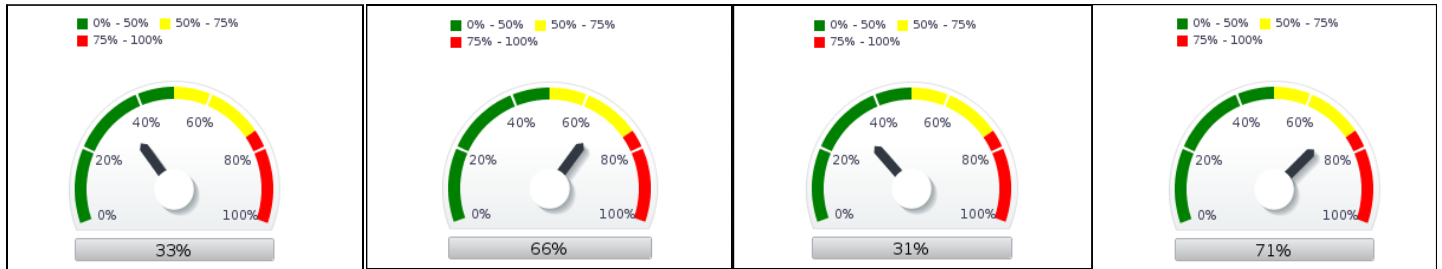
## Fiscal Year 2019-2022 Monthly Fare Revenue Comparison



## EXPENDITURES

Administration*	Operations	Capital	Freight
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\*Gauge doesn't include principal debt service payment should show 74% spent



	FY 2021-22 Approved Budget	Actual	Amount Over/ Under Budget
<b>Expenditures</b>			
<b>Administration</b>			
Salaries & Benefits	\$ 5,924,313	\$ 4,248,225	\$ (1,676,088)
Services & Supplies	\$ 10,263,210	\$ 5,070,738	\$ (5,192,472)
Debt Service	\$ 14,944,169	\$ 14,391,916	\$ (552,253)
Machinery & Equipment	\$ 390,600	\$ 56,981	\$ (333,619)
<b>Administration Subtotal</b>	<b>\$ 31,522,292</b>	<b>\$ 23,767,860</b>	<b>\$ (7,754,432)</b>
<b>Operations</b>			
Salaries & Benefits	\$ 16,287,214	\$ 12,257,239	\$ (4,029,975)
Services & Supplies	\$ 6,929,110	\$ 3,781,186	\$ (3,147,924)
Buildings & Capital Improvements	\$ 2,566,940	\$ 1,434,801	\$ (1,132,139)
<b>Operations Subtotal</b>	<b>\$ 25,783,264</b>	<b>\$ 17,473,226</b>	<b>\$ (8,310,038)</b>
<b>Capital</b>			
Salaries & Benefits	\$ 1,482,430	\$ 1,194,025	\$ (288,405)
Services & Supplies	\$ 815,185	\$ 352,906	\$ (462,279)
Other Charges	\$ 30,000	\$ 27,753	\$ (2,247)
Machinery & Equipment	\$ 1,555,000	\$ 1,168,132	\$ (386,868)
Infrastructure	\$ 6,407,407	\$ 553,727	\$ (5,853,680)
<b>Capital Subtotal</b>	<b>\$ 10,290,022</b>	<b>\$ 3,296,543</b>	<b>\$ (6,993,479)</b>
<b>Freight</b>	<b>\$ 4,751,770</b>	<b>\$ 4,343,546</b>	<b>\$ (408,224)</b>
<b>Total All Expenditures</b>	<b>\$ 72,347,348</b>	<b>\$ 48,881,175</b>	<b>\$ (23,466,173)</b>

## CAPITAL PROJECTS

Capital Project Report						
		Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY 22 (Includes Amended Budget)	Remaining to be Budgeted in Future Years	Project Status
Additional Railcar Purchase		\$ 11,000,000	\$ 9,900,000	\$ 1,100,000	\$ -	All milestone payments complete
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		\$ 15,781,499	\$ 1,560,454	\$ 1,613,827	\$ 12,607,218	In design & permitting
- Southpoint to Main (2.9 miles)						
- Golf Course to Bellevue (2.8 miles)						
Marin & Sonoma Pathway Design & Permitting		\$ 10,752,215	\$ -	\$ 3,641,412	\$ 7,110,803	The design consultant work has been divided into two Request for Proposals (RFPs). The Phase I was awarded in February and Phase II was awarded in March, consultants have begun work.
RFP Phase I Locations:						
- McInnis Parkway at Bridgewater Drive to Smith Ranch Road (0.74 miles)		\$ 490,078	\$ -	\$ 118,533	\$ 371,545	
- Main Street to East Railroad Ave. (1.48 miles)						
- Joe Rodota Trail to 3rd Street (0.06 miles)						
- Santa Rosa Downtown Station to 6th Street (0.04 miles)						
- Guerneville Road to West Steele Lane (0.32 miles)						
- West Steel Lane to San Miguel Road (1.2 miles)						
- San Miguel Blvd. to Airport Blvd. (3.1 miles)						
Payran to Lakeville Pathway - Design & Construction		\$ 1,085,806	\$ -	\$ -	\$ 1,085,806	Pending grant execution & securing environmental permits
Black Point Bridge - Fender & Structural Repair		\$ 725,000	\$ 49,865	\$ 100,484	\$ 574,651	Freight Project - Awaiting environmental construction permits
Basalt Creek Timber Bridge Replacement		\$ 568,257	\$ -	\$ 136,104	\$ 432,153	In design
San Antonio Tributary Timber Trestle Replacement		\$ 1,129,110	\$ 1,583	\$ 179,340	\$ 948,187	In design
McDowell Blvd. Crossing Reconstruction - Design & FY21 Const.		\$ 1,150,000	\$ -	\$ 150,000	\$ 1,000,000	In design

## INVESTMENTS

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

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

<u>Cash On Hand</u>	
Bank of Marin	\$ 26,759,116
Sonoma County Investment Pool *	\$ 67,174,267
Total Cash on Hand	\$ 93,933,383
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 3,574,676
Operating Reserve	\$ 10,000,000
Capital Sinking Fund	\$ 7,625,000
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 30,570,351
Cash Balance	\$ 63,363,032
Less: Current Encumbrances	\$ 4,819,849
Balance	\$ 58,543,183
Less: Estimated FY22 Year-end Fund Balance	\$ 37,393,310
<b>Remaining Balance</b>	<b>\$ 21,149,873</b>
* Does not include funds held by the trustee for debt service	



# Contract Summary

Active Contracts as of June 1, 2022

PASSENGER RAIL			
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	\$92,580.00
AI-Media Technologies, LLC	Closed-Captioning Services	\$15,000.00	\$7,155.00
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	\$21,921.00
All Purpose Safety Training Solutions	"Train the Trainer" Training Services	\$6,585.00	\$6,585.00
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$91,782.00	\$44,378.00
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	\$119,640.00	\$42,326.00
Asbury Environmental Services (AES)	Recycling & Disposal Service for Used Oil, Fuel Filters, Rags, and Related Equipment	\$18,600.00	\$8,357.00
Atlas Copco Compressors, LLC	Air Compressor Maintenance Services	\$3,000.00	\$0.00
Barbier Security Group	Security Patrol Services along Right-of-Way	\$67,000.00	\$0.00
Barnes & Company, LLC	Consulting Services for SMART Toy Drive Events	\$15,000.00	\$15,000.00
Bay Area Traffic Solutions	Flagging Support for MOW	\$13,000.00	\$8,950.00
BBM Railway Equipment, LLC	Wheel Press Machine - Furnish, Install, Configure, Test, Commission, and Train SMART Staff	\$792,387.00	\$792,387.00
Becoming Independent	Emergency Bus Bridge Services	\$37,000.00	\$12,900.00
Bettin Investigations	Public Safety and Emergency Training Consultation Services	\$5,000.00	\$188.00
BKF Engineers Inc.	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$1,312,359.00	\$0.00
Bright Star Security, Inc.	Security Patrol Services at SMART's Cal Park Tunnel	\$5,220.00	\$5,220.00
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$5,490.00	\$3,660.00
Burke, Williams & Sorensen, LLP	Litigation Support Services	\$100,000.00	\$0.00
Business Training Library, LLC	Cloud-Based Learning Courses	\$14,000.00	\$12,799.00
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$22,728.00	\$11,226.00
Civic Edge Consulting	Social Media Outreach Strategy Consulting	\$138,788.00	\$105,333.00
Craft & Commerce, LLC	Marketing and Community Outreach Services and Support	\$40,000.00	\$0.00
DeAngelo Contracting Services, LLC	Assignment of OP-SV-21-006 Vegetation Control Services	\$35,000.00	\$29,750.00
Dikita Enterprises, Inc	NTD Compliant Passenger Counting Services	\$43,537.00	\$19,998.00
Doug Williams	Fire and Life Safety Consultant	\$5,000.00	\$1,185.00
Dr. Lance O'Connor	Occupational Health Screening Services	\$3,000.00	\$420.00
Dr. Mark Clementi	Pre-Employment Psychological Evaluations	\$25,000.00	\$18,825.00
Eco-Counter, Inc.	Pedestrian and Bicycle Counter Equipment and Software Reporting Tools	\$73,252.00	\$0.00
Eide Bailly LLP	Financial Audit Services	\$16,700.00	\$16,700.00
eLock Technologies, LLC	Station Bike Lockers - Ongoing Maintenance and Support Services	\$2,215.00	\$0.00
eLock Technologies, LLC	Station Bike Lockers and Maintenance Services	\$13,130.00	\$9,275.00
Empire Cleaners	Operations Uniform Dry Cleaning, Laundering, and Related Services	\$50,000.00	\$10,732.00
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	\$22,528.00
George Hills Company, Inc.	Third Party Claims Administration Services	\$45,000.00	\$2,527.00
GHD, Inc.	3 Segments MUP Petaluma - Penngrove - Rohnert Park	\$428,323.00	\$349,959.00
GHD, Inc.	SWPP Compliance, AutoCAD Management, Traffic and Hydraulic Analysis	\$120,000.00	\$2,644.00
Golden Five, LLC	Microsoft 365 Consulting Services	\$31,600.00	\$14,850.00
GP Crane & Hoist Services	Cal/OSHA Inspection Services	\$5,000.00	\$3,960.00
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$11,665.00	\$11,665.00
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$4,416.00	\$1,472.00
Hanford A.R.C.	Implementation and Monitoring Las Gallinas Creek Riparian Enhancement Plan	\$33,830.00	\$21,999.00
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$175,000.00	\$83,332.00
Hanson Bridgett LLP	Legal Services	\$150,000.00	\$27,528.00
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$14,500.00	\$1,818.00
Heavy Equipment Transportation, Inc.	Transportation of Heavy Equipment	\$7,330.00	\$0.00
Holland Company	Track Geometry and Measurement Services	\$24,000.00	\$24,000.00
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$12,000.00	\$3,564.00
Innovative Business Solutions	Payroll processing services	\$35,400.00	\$23,172.00
Integrative Security Controls, Inc.	CCTV Maintenance and Support	\$30,000.00	\$6,507.00
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$260,143.00	\$171,164.00

<b>Contractor</b>	<b>Scope</b>	<b>Fiscal Year 21/22 Projected</b>	<b>Fiscal Year 21/22 Actuals-To-Date</b>
JMA Civil, Inc.	On-Call Civil & Rail Engineering Design Services	\$144,663.00	\$109,494.00
Joanne Roessler	On-Call Graphic Design Services	\$10,000.00	\$0.00
Judy D. James	Public Affairs and Dispute Resolution Consultation Services	\$4,500.00	\$2,213.00
Kimberly Dow	On-Call Graphic Design Services	\$8,000.00	\$627.00
KL2 Connects	GM Recruitment Services	\$37,200.00	\$33,750.00
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	\$3,500.00
Leete Generators	Generator Maintenance	\$2,609.00	\$2,609.00
Leete Generators	Generator Inspection and Maintenance Services	\$3,000.00	\$0.00
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$57,600.00	\$47,500.00
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$20,000.00	\$18,614.00
Maze & Associates	Financial Audit Services	\$43,646.00	\$31,333.00
MGrodner, LLC	Project Management Services	\$25,000.00	\$0.00
Mike Brown Electric Co.	On-Call Electrical Maintenance	\$25,000.00	\$0.00
Mike Brown Electric Co.	Remove and Replace In-Pavement Vehicle Detection Loop	\$15,000.00	\$15,000.00
Militus, Inc.	Cybersecurity Assessment Services	\$40,000.00	\$40,000.00
Milton R. Davis dba Davis Sign Co, Inc.	Printing, Installation, and Removal of Holiday Express Window Clings on SMART's DMU for Toy Drive Event	\$1,167.00	\$1,167.00
Mission Linen Supply	Employee Uniform Services	\$36,000.00	\$25,740.00
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$155,132.00	\$127,191.00
MuniServices, LLC	Sales Tax Recovery Services	\$45,710.00	\$42,194.00
Murphy, Campbell, Alliston & Quinn	Legal Services for Rail Transit Matters	\$100,000.00	\$13,646.00
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$19,000.00	\$11,867.00
Netwoven Inc.	SharePoint Maintenance, Support, Implementation, and Related Services	\$29,350.00	\$27,702.00
Nextdoor Inc.	Use of Nextdoor Platform for Community Notifications	\$19,447.00	\$11,344.00
North Bay Petroleum	Provision of Fuel for DMUs	\$1,118,400.00	\$765,354.00
North Bay SAP Services	Substance Abuse Professional Services	\$2,600.00	\$0.00
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$246,481.00	\$233,477.00
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$20,000.00	\$10,272.00
Oil Stop, LLC	Automotive Repair and Service	\$3,000.00	\$256.00
Oracle	Fusion ERP System	\$60,000.00	\$37,573.00
Pamco Machine Works, Inc.	Railroad Wheel Pressing Services	\$115,770.00	\$115,770.00
Panatrol Corp	Haystack Bridge Automation Software Reprogramming	\$3,200.00	\$0.00
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$20,000.00	\$13,150.00
Peterson Mechanical, Inc.	HVAC Maintenance Services	\$22,000.00	\$0.00
PFM Financial Advisors, LLC	Financial Advisory Services	\$30,000.00	\$0.00
PFM Financial Advisors, LLC	As-Needed Financial Consultant Services	\$10,000.00	\$0.00
Pivotal Vision, LLC	Security Software Licensing	\$2,200.00	\$2,200.00
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$250,000.00	\$206,557.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$4,952.00	\$4,952.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$38,000.00	\$15,560.00
Public Financial Mangement, Inc.	Arbitrage Rebate Compliance Services	\$2,000.00	\$2,000.00
RailWorks Track Services, Inc.	Track Maintenance Services	\$143,323.00	\$143,323.00
San Rafael Chamber of Commerce	Marin County Communications Consulting	\$75,000.00	\$62,500.00
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	\$2,441.00
Sherwood Electromotion, Inc.	Overhaul Services for SMART's Permanent Magnet Alternators	\$40,000.00	\$0.00
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$75,000.00	\$14,040.00
Sonoma County Fleet Operation Division	Non-Revenue Fleet Maintenance Services	\$23,000.00	\$7,895.00
Sperry Rail Service	Rail Flaw Detection Services	\$13,500.00	\$0.00
SPTJ Consulting	Network Infrastructure, Security, Migration and Setup Services	\$329,400.00	\$116,235.00
Stantec Consulting Services, Inc.	Environmental Permit Management and Construction Compliance Monitoring	\$20,000.00	\$7,581.00
Stericycle, Inc.	Medical Waste Pick-Up and Disposal Services	\$2,000.00	\$0.00
Sue Evans	Title Investigation Support Services	\$20,000.00	\$14,008.00
Sumitomo Corporation	Manufacture & Delivery of Rail Vehicles	\$1,100,000.00	\$1,100,000.00
Summit Signal, Inc.	Emergency Call-Out Services for Track and Signals	\$56,905.00	\$46,905.00



<b>Contractor</b>	<b>Scope</b>	<b>Fiscal Year 21/22 Projected</b>	<b>Fiscal Year 21/22 Actuals-To-Date</b>
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program	\$7,500.00	\$7,096.00
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$8,400.00	\$8,400.00
Triliant, LLC	Online Training Program	\$2,595.00	\$2,595.00
Transportation Analytics	Transit Financial Modeling, Benchmarking, Performance Metrics, Benefit-Cost Analysis, and Strategic Planning Services	\$11,100.00	\$0.00
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$2,300.00	\$2,300.00
United Mechanical Incorporated	HVAC Service, Maintenance and Related Services	\$2,000.00	\$1,622.00
Urban Transportation Associates, Inc.	Onboard Automatic Passenger Counter System Purchase, Install, and Software Implementation and Training	\$256,281.00	\$0.00
UTCRA5, LLC	Wheel Pressing Services	\$50,000.00	\$0.00
Van Scoyoc Associates	Federal Lobbying Services	\$30,000.00	\$30,000.00
Van Scoyoc Associates	Federal Lobbying Services	\$30,000.00	\$20,000.00
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$262,176.00	\$121,551.00
VenTek Transit Inc.	Clipper Card Vending Machine Contract Assigned to SMART	\$77,138.00	\$0.00
Vista Broadband Networks, Inc.	Broadband Services	\$9,000.00	\$0.00
W.J.C. Electric, Inc. dba Hahn Automotive	Non-Revenue Vehicle Repair and Service	\$20,000.00	\$8,009.00
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$30,000.00	\$29,950.00
WRA Environmental Consultants	Environmental Permitting, Management, & Support Services	\$244,099.25	\$117,656
Zoon Engineering	Right-of-Way Feasibility Study - San Rafael	\$30,000.00	\$27,753.00
	<b>TOTALS:</b>	<b>\$10,758,014.25</b>	<b>\$5,938,165.40</b>

<b>FREIGHT</b>			
American Rail Engineers Corporation	Railroad Bridge Engineering, Inspection, & Design - Black Point Bridge	\$10,000.00	\$2,905.00
American Rail Engineers Corporation	Railroad Bridge Engineering, Inspection, & Design - Brazos Branch Bridges	\$75,000.00	\$450.00
Environmental Logistics, INC.	Hazardous and Non-Hazardous Waste Removal at Freight Depot	\$16,000.00	\$0.00
Freight Rail Tracking Software Vendor	Freight Rail Tracking Software	\$10,000.00	\$0.00
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$12,000.00	\$9,025.00
Hogan Lovells LLP	Legal Services - Freight and Passenger Rail Sector	\$25,000.00	\$8,550.00
Holland Company	Track Geometry and Measurement Services	\$4,125.00	\$4,125.00
Hue & Cry, Inc.	Security System at Schellville Depot	\$750.00	\$249.00
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$18,400.00	\$11,315.00
Project Finance Advisory Limited	Freight Service Option Analysis	\$4,718.00	\$4,718.00
Summit Signal, Inc.	Interim Freight Rail Operation and Maintenance Services	\$395,635.00	\$239,305.00
Summit Signal, Inc.	Inspection and Repair of Freight Backhoe and Hi-rail Dump Truck	\$9,854.00	\$0.00
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$782.00	\$197.00
WRA Environmental Consultants	Environmental Permitting, Management, & Support Services	\$9,471.75	\$8,373.00
	<b>TOTALS:</b>	<b>\$591,735.75</b>	<b>\$289,212.00</b>

Actuals-To-Date includes invoices that have been approved as of May 31, 2022, but may not have been processed in SMART's Financial System.



July 20, 2022

**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

**Chris Coursey**  
Sonoma County Board of Supervisors

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

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

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

**Eric Lucan**  
Transportation Authority of Marin

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

**Eddy Cumins**  
General Manager

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

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

**SUBJECT:** Monthly Ridership Report – June 2022

Dear Board Members:

**RECOMMENDATIONS:** Accept Monthly Ridership Report

**SUMMARY:**

We are presenting the monthly ridership report for activity for the month of June 2022. This report shows trends in ridership for SMART by tracking Totals, Average Weekday riders, and Average Saturday/Holiday riders, as well as bicycles and mobility devices. We have added charts and graphs of the information to further illustrate system trends.

As discussed in prior presentations to the Board, both Onboard Counts and Fare-based collection rider counts are shown to give a full picture of ridership. Onboard Counts capture all riders, including the riders who are riding during the Free Fare Days or Programs offered by the Board, riders with passes who neglect to tag on or off, as well as categories of riders such as children under five years old. Clipper + Mobile App paid fare reports do not capture all riders.

This and future reports will compare the most recent month to the same month during the prior year, as is standard industry practice for tracking trends over time. The report also shows progress so far in the Fiscal Year compared to the same time in the last Fiscal Year, to enable tracking of riders relative to budget expectations. These reports also note relevant details associated with fare program discount usage and trends in riders bringing bicycles onboard. As this data collection and reporting process evolves, we will continue to revise data discussion and presentation in the reports.

SMART's rider data for May is posted on the SMART Ridership website (<http://sonomamarintrain.org/RidershipReports>) and SMART's detailed June 2022 data will be posted once validated.

The report covers the gradual return of riders to SMART as Bay Area Counties continue to lift COVID-19 restrictions schools, restaurants, retail shops, offices, and other places of work.

**FISCAL IMPACT:** None

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

Respectfully,

      /s/        
Emily Betts  
Principal Planner

Attachment(s): Monthly Ridership Report – June 2022

## JUNE 2022 SMART RIDERSHIP REPORT

SMART Ridership Report  
Board of Directors  
July 20, 2022

SMART's June 2022 ridership was **nearly triple** that of June 2021, which was impacted by the COVID-19 shutdown. Average weekday ridership rose steadily from February 2021, with a dip in December and January, and rose again in Spring 2022. **June average weekday ridership (1,554) was the highest since the pandemic began.**

Throughout the region, automobile traffic levels have returned to pre-pandemic levels and transit agencies are seeing gradual ridership recovery. Fuel prices rose around 20% in March and have remained high, likely contributing to rising transit ridership. SMART recovered to approximately 64% of pre-pandemic total monthly ridership in June. However, ongoing pandemic-era remote-work trends continue to have a dampening effect on transit ridership throughout the Bay Area.

As a reminder, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced to 16 trips. In May 2021, SMART added back 10 weekday trips, resulting in the current 26 weekday trip schedule. Saturday service was also restored the last two weekends in May 2021, with 3 morning and 3 afternoon round trips. On May 1, 2022, SMART began Sunday service with 12 trips per day, and added 10 additional weekday trips on June 12, 2022, for a total of 36 trips per weekday.

The tables below present data from June 2021 and 2022, year-over-year, and compare fiscal years FY21 and FY22. Total ridership in June has doubled from FY21 to FY22.

MONTHLY TOTALS YEAR-OVER-YEAR	JUNE 2021	JUNE 2022	% Change
Ridership (Onboard Counts)	20,469	41,488	103%
Paid Ridership (Clipper + App Only)	18,598	37,948	104%
Average Weekday Ridership (Onboard Counts)	836	1,554	86%
Average Saturday/Holiday Ridership (Onboard Counts)	477	1,000	110%
Average Sunday Ridership (Onboard Counts)	0	825	N/A
Bicycles	3,580	6,831	91%
Mobility Devices	164	143	-13%

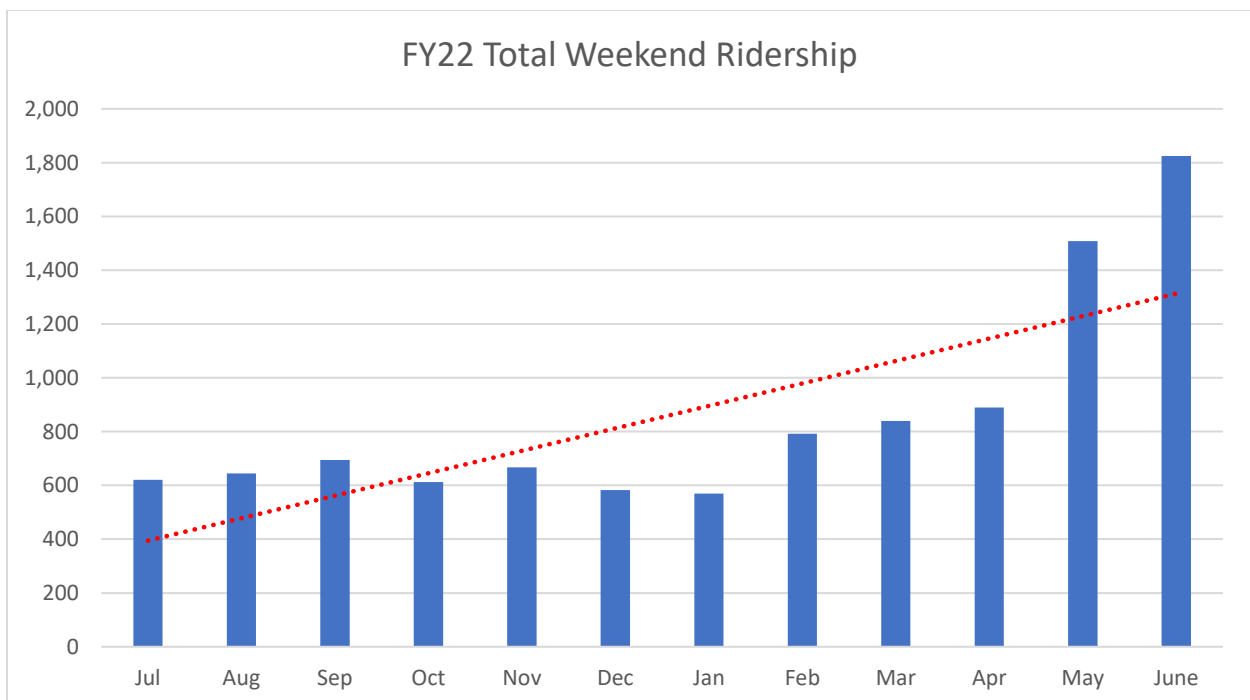
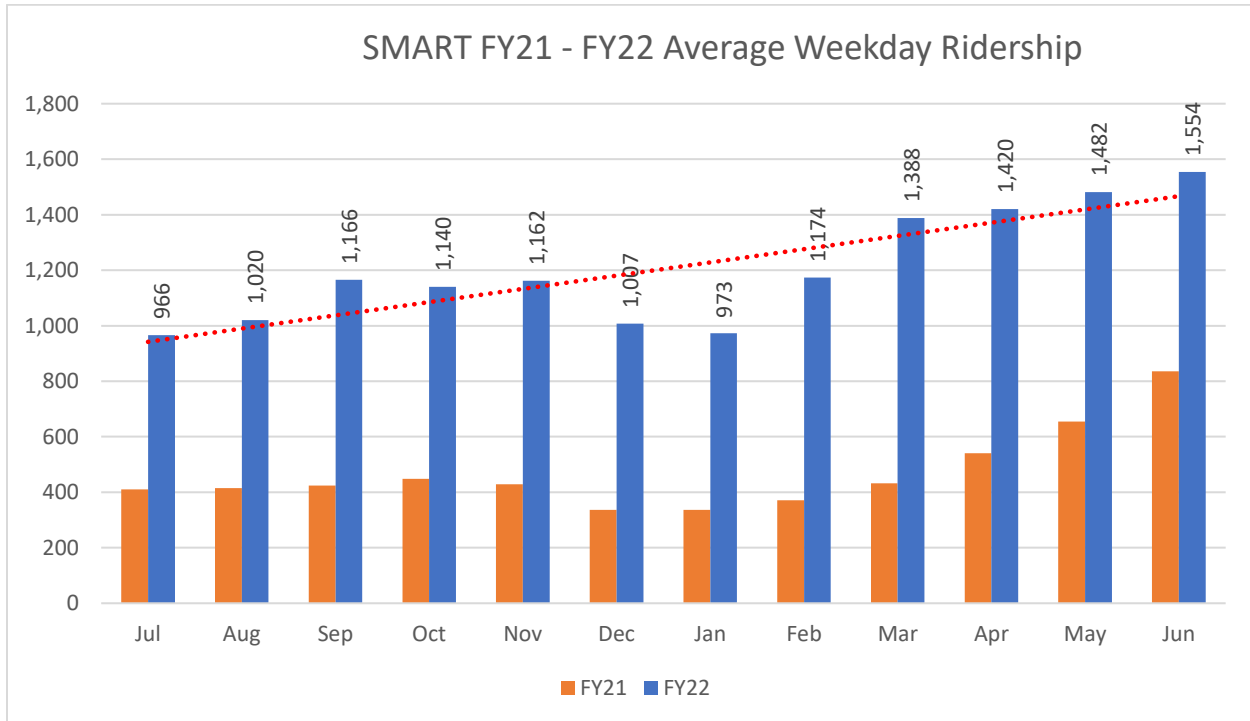
Since June marks the end of the fiscal year, the table below compares the full FY21 to FY22. For FY22, total ridership is **nearly triple** that of FY21, showing a strong trend towards COVID recovery.

FISCAL YEAR-TO-DATE (JUL-JUNE)	Fiscal Year 2021	Fiscal Year 2022	% Change
Ridership (Onboard Counts)	122,849	354,291	188%
Paid Ridership (Clipper + App Only)	114,544	325,470	184%
Average Weekday Ridership (Onboard Counts)	471	1,207	156%
Average Saturday/Holiday Ridership (Onboard Counts)	477	724	52%
Average Sunday Ridership (Onboard Counts)	0	725	N/A
Bicycles	24,203	54,430	125%
Mobility Devices	558	1,538	176%

## JUNE 2022 SMART RIDERSHIP REPORT

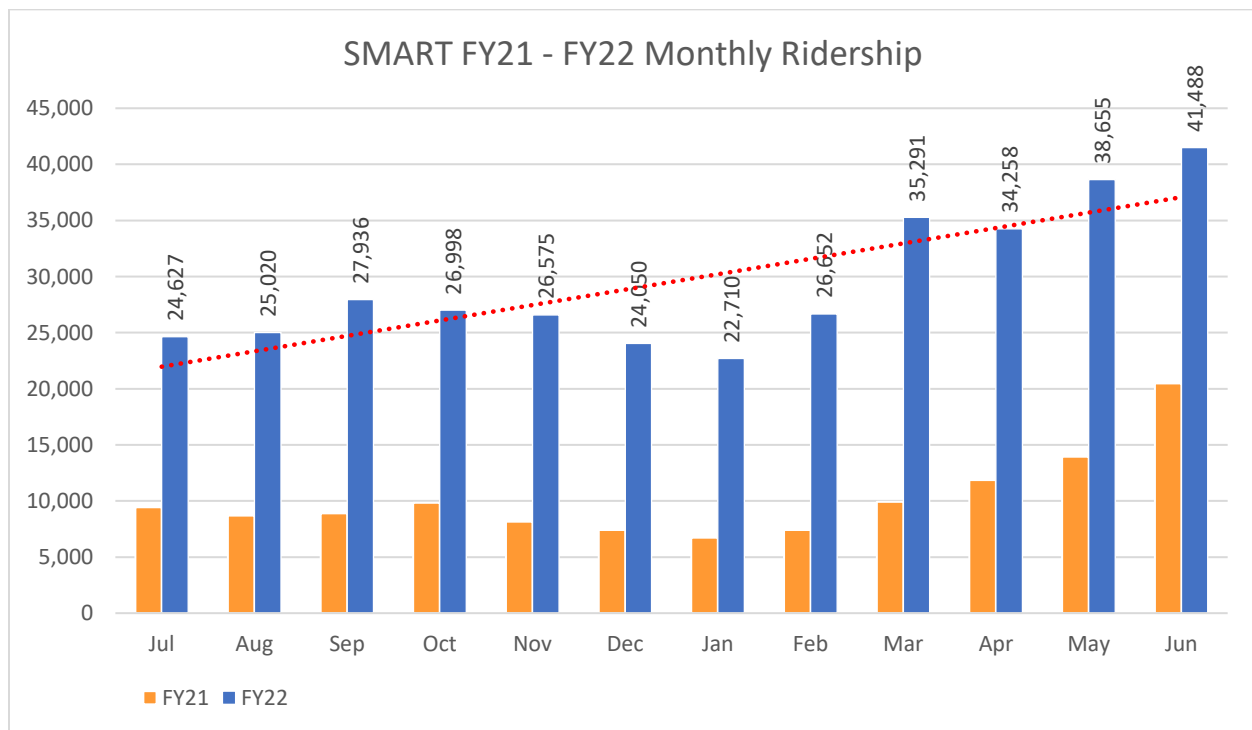
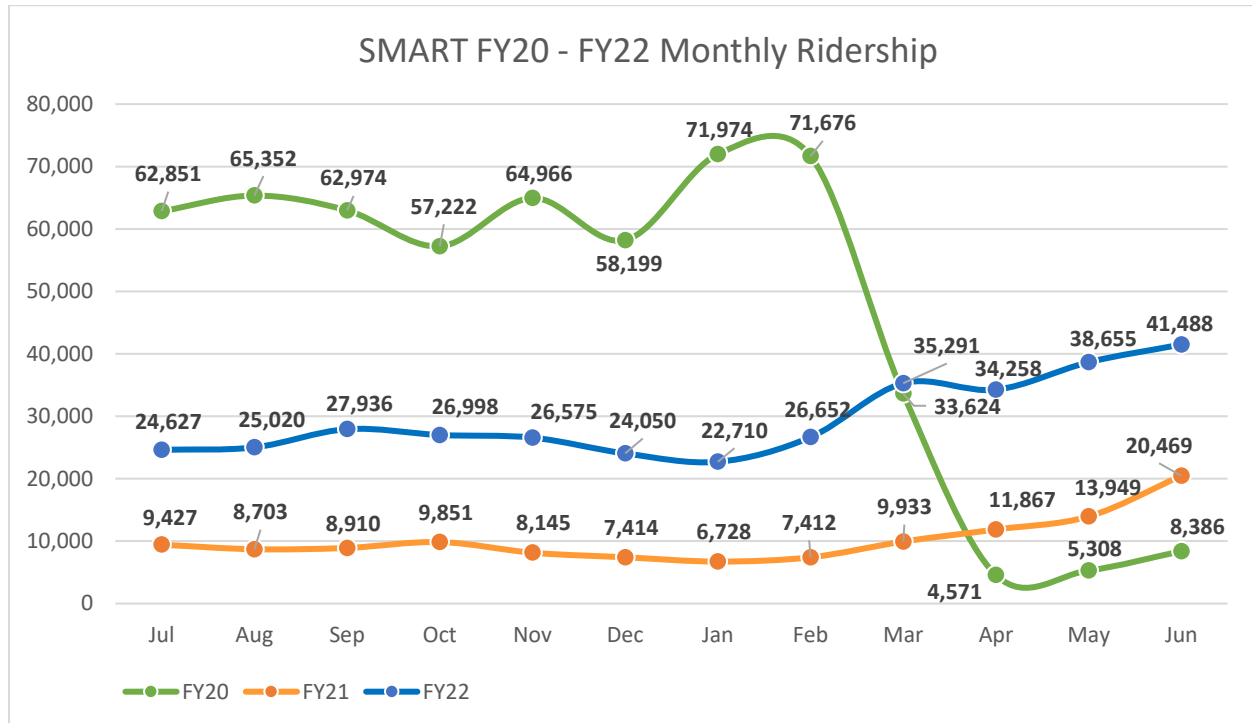
SMART Ridership Report  
Board of Directors  
July 20, 2022

The following charts compare the average weekday ridership, average weekend ridership, and monthly totals and for FY20-FY22.



## JUNE 2022 SMART RIDERSHIP REPORT

SMART Ridership Report  
Board of Directors  
July 20, 2022





July 20, 2022

**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

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General Manager

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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:** Cal OES Form 130 – Designation of Applicant's Agent Resolution for Non-State Agencies

Dear Board Members:

**RECOMMENDATIONS:**

Approve Cal OES Form 130 – designating the Chief Financial Officer, Heather McKillop, and the Budget and Finance Director, Claire Springer, as Authorized Agents to submit applications for disaster assistance with the California Governor's Office of Emergency Services.

**SUMMARY:**

SMART applied for and was award \$133,393.52 for costs associated with the Kincade Fire. All paperwork has been completed however a new Form 130 needs to be submitted. The Form 130 designates SMART's agents which can apply for funds and access the grants portal. The previous form the Board approved was when Erin McGrath was the Chief Financial Officer and Farhad Mansourian was the General Manager. This action updates the agents to Heather McKillop, the Chief Financial Officer and Claire Springer, Budget and Finance Manager.

**FISCAL IMPACT:** This funding offsets the cost of personnel and the purchase of equipment during the Kincade Fire.

Sincerely,

/s/

Heather McKillop  
Chief Financial Officer

Attachment(s): Cal OES Form 130 – Designation of Applicant's Agent Resolution for Non-State Agencies

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR  
NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
(Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_,  
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the \_\_\_\_\_, a public entity established under the  
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- ☐ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):\_\_\_\_\_

Passed and approved this\_\_\_day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I,\_\_\_\_\_, duly appointed and\_\_\_\_\_of  
(Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and  
(Name of Applicant)

correct copy of a resolution passed and approved by the\_\_\_\_\_  
(Governing Body)

of the \_\_\_\_\_ on the\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Name of Applicant)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



**David Rabbitt, Chair**  
Sonoma County Board of Supervisors

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

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July 20, 2022

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

**SUBJECT:** Authorize the General Manager to Award Contract Amendment No. 2 to Contract No. OP-SV-19-001 with Richard A. Sanchez dba A.J. Janitorial Service to continue providing Janitorial Services at SMART's Stations and Facilities

Dear Board Members:

**RECOMMENDATION:**

Authorize the General Manager to Award Contract Amendment No. 2 to Contract No. OP-SV-19-001 with Richard A. Sanchez dba A.J. Janitorial Service in an amount of \$108,207 for a total not-to-exceed amount of \$415,007 to continue providing Janitorial Services at SMART's Stations and Facilities.

**SUMMARY:**

SMART contracts with a third-party service provider to perform regular janitorial services at SMART's twelve (12) commuter rail stations, four (4) park-and-ride lots, and four (4) office facilities. Services include daily trash and debris collection, sweeping and leaf blowing, power washing of the concrete platforms and parking lots, cleaning all fixtures, benches, signage, card vending machines, and general office janitorial services.

SMART conducted a Request for Proposal for these janitorial services back in May of 2019. The contract was awarded to Richard A. Sanchez dba A.J. Janitorial Service with an initial three-year term and two one-year options to extend thereafter at SMART's discretion.

This Contract Amendment No. 2 extends the term of the Agreement for one year utilizing the first optional year available in the contract and increases the not-to-exceed amount to cover the fees for the additional year.

**FISCAL IMPACT:** Funding is included in the Fiscal Year 2022-23 budget and assumed in subsequent years.

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

Very truly yours,

  /s/  

Ken Hendricks

Procurement Manager

Attachment: Richard A. Sanchez dba A.J. Janitorial Service Contract Amendment No. 2

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
AND RICHARD A. SANCHEZ dba A.J. JANITORIAL SERVICE**

This Second Amendment dated as of July 20, 2022 (the “Second Amendment”), to the Agreement for Consultant Services by and between Richard A. Sanchez, dba A.J. Janitorial Service (hereinafter referred to as “Service Provider”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of August 1, 2019 (the “Original Agreement,” as amended and supplemented by the First Amendment and now this Second Amendment, the “Agreement”).

**RECITALS**

WHEREAS, Service Provider and SMART previously entered the Original Agreement on August 1, 2019, to provide janitorial and property maintenance and related services for SMART’s Stations, Offices, and Park & Ride Lots; and

WHEREAS, SMART and Service Provider previously entered into an Amendment to the Agreement on February 20, 2020, to increase the not-to-exceed amount, amend the scope of services and the fee schedule, and

WHEREAS, SMART desires to amend the Agreement to update the Fee Schedule, extend the term through July 31, 2023, and increase the not-to-exceed amount by \$108,207 for a total not-to-exceed amount of \$415,007.

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

**AGREEMENT**

1. **“ARTICLE 2. LIST OF EXHIBITS.** The following exhibit is attached hereto and incorporated herein:

b) EXHIBIT B – FEE SCHEDULE

Exhibit B included in the Original Agreement and Exhibit B-1 included in the First Amendment are hereby removed and replaced with the Exhibit B of this Second Amendment.

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

“Section 5.02 Service Provider shall be paid on a fee basis for the satisfactory completion of the work described in the Scope of Work (**Exhibit A-1**) in accordance with the fees established in **Exhibit B**. The not-to-exceed (NTE) amount of \$415,007 for this Agreement includes travel time and cost, 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 Service Provider be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement. Service Provider shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed at what station locations; and (ii) copies of receipts for reimbursable materials/expenses, if any. Service Provider’s reimbursement for materials/expenses shall not include items already included in Service Provider’s overhead as may be billed as a part of its labor rates set forth in Exhibit B, and must be documented in accordance with, and fully comply with, all SMART’s applicable policies for reimbursement, including, but not limited to, SMART’s Travel Guidelines.”

3. **“ARTICLE 6. TERM OF AGREEMENT.”** Article 6 is hereby removed and replaced with the following:

“The term of this Agreement shall remain in effect through July 31, 2023, with one (1) one-year option to renew thereafter at SMART’s discretion, unless terminated earlier in accordance with Article 7.”

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

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

**SONOMA-MARIN AREA RAIL TRANSIT  
DISTRICT**

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

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

**RICAHRD A. SANCHEZ, DBA  
A.J. JANITORIAL SERVICE**

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

By \_\_\_\_\_  
Richard A. Sanchez

**APPROVED AS TO FORM:**

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

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

## EXHIBIT B FEE SCHEDULE

### CORE SERVICE PRICING

ITEM NO	DESCRIPTION	MONTHLY COST
1	Commuter Rail Station Cleaning Services	\$560 Per Station
2	Park & Ride Cleaning Services	\$100 Per Park & Ride
3	Rail Operation Center Cleaning Services, including Warehouse Bathroom	\$890
4	Fulton Maintenance of Way Cleaning Services	\$380
5	Roblar Maintenance of Way Cleaning Services	\$350
6	Larkspur Office Trailer Cleaning Service	\$200

### EXPANSION PRICING

Over the term of this contract, SMART may add additional commuter rail stations and park & ride lots. The below pricing is to provide the cleaning services described in the Scope of Work for each additional commuter rail station and park & ride lot. SMART stations are generally similar in style and size.

ITEM NO	DESCRIPTION	FREQUENCY	MONTHLY PRICE (\$)	YEARLY TOTAL (\$)
7	Additional Rail Station Cleaning Services	MONTH	\$1,120	\$13,440
8	Additional Park & Ride Cleaning Services	MONTH	\$100	\$1,200

In the event that the start date of the cleaning services for a new station or park & ride lot occur mid billing cycle, the new services shall be charged on a prorated basis.

**ADDITIONAL FACILITY SERVICE PRICING**

Over the term of this contract, SMART may request additional services to be performed at SMART office facilities.

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>FACILITY</b>	<b>COST PER SERVICE</b>
<b>9</b>	<b>Buffing of Floors</b>	<b>Rail Operation Center Roblar Structures</b>	<b>\$97.50 \$65.00</b>
<b>10</b>	<b>Dusting and Cleaning of Blinds</b>	<b>Rail Operation Center Roblar Structures Signals and Way</b>	<b>\$75.00 \$30.00 \$30.00</b>
<b>11</b>	<b>Strip and Wax Floors</b>	<b>Rail Operation Center Roblar Structures</b>	<b>\$597.50 \$275.00</b>
<b>12</b>	<b>Window Cleaning Inside and Out</b>	<b>Rail Operation Center Roblar Structures</b>	<b>\$125.00 \$95.00</b>

All rates listed in the Exhibit B Fee Schedule shall remain fixed for the base contract term of three years. For subsequent years, if requested in writing by the Contractor prior to the commencement of the optional term, the rates may be adjusted in accordance with the percentage change of the Consumer Price Index (CPI-U) for the San Francisco Area, subject to a maximum annual increase of 3.5%.





July 20, 2022

**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

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[www.sonomamarintrain.org](http://www.sonomamarintrain.org)

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

**SUBJECT:** Approve a Resolution Authorizing the creation of two (2) Vehicle Maintenance Technician Trainee positions.

Dear Board Members:

**RECOMMENDATION:**

Approve Resolution No. 2022-24 to add two (2) Vehicle Maintenance Technician Trainee positions to the Approved Positions for Fiscal Year 2022-23.

**SUMMARY:**

Qualified local candidates with railroad vehicle maintenance experience have not been available because no railroad existed in the local area for almost 60 years prior to the arrival of SMART. Creating local training programs for hard-to-fill positions has been a long-term goal for the District. Staff began meeting with local colleges in 2016, including College of Marin and Santa Rosa Junior College, to create career technical education programs that would teach skills relevant to SMART's hard to fill positions, such as Signal Technician and Vehicle Maintenance Technician. SMART staff also participated on employer advisory panels hosted by the colleges. Santa Rosa Junior College now offers skills certificate programs in Diesel Equipment Technology and Mechatronics as a result of the school's collaboration with SMART and other local employers to meet workforce demands. We have also met with our union partners to discuss the creation of training programs and have found them to be supportive.

In addition to working with our local education and Union partners, SMART Operations and Human Resources staff have collaborated to create in-house training programs for local candidates for Signal Technician and Vehicle Maintenance Technician. On December 16, 2020, your Board approved Resolution 2020-28 which amended the FY 20/21 budget and revised the authorized positions and salary ranges to include the position of Signal Technician Trainee. The first two trainees graduated from that program in March of 2022.

SMART Operations currently has three Vehicle Maintenance Technician vacancies. Due to the specialized nature of the job, it is difficult to find local candidates who meet minimum qualifications. The high cost of living in the Bay Area and the ongoing pandemic have combined to create an extremely difficult recruiting environment for Vehicle Maintenance Technician positions. We are recommending the creation of a Vehicle Maintenance Technician Trainee position. The Vehicle Maintenance Technician Trainee would provide job opportunities and career advancement for local candidates.

Today we are recommending the approval of the first Vehicle Maintenance trainee positions. The creation of the positions would not increase budgeted position allocations as the District would hold a Vehicle Maintenance Technician position vacant for each Trainee hired. Total positions filled between fully qualified Vehicle Maintenance Technicians and Trainees would not exceed the budgeted allocation for the Vehicle Maintenance Technician job class, which is currently twelve.

This position would not require any previous vehicle maintenance experience. Vehicle Maintenance Trainees would undergo a training and familiarization program directed specifically to SMART's Diesel Multiple Units (DMUs) and components. The Vehicle Maintenance Trainee job class would be compensated at 75% of the Vehicle Maintenance Technician rate, resulting in savings associated with hiring a fully qualified Vehicle Maintenance Technician.

**FISCAL IMPACT:** There would be no increased cost in salaries and benefits to SMART as total Full Time Equivalent headcount will not be increased, only a personnel authorization change in the budget as follows:

Position	FTE	Annual	Hourly
Vehicle Maintenance Technician Trainee	2	\$77,438	\$37.23

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

Very truly yours,

/s/

Lisa Hansley

Human Resources Manager

Attachment(s): Resolution No. 2022-24

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2022-22 TO REVISE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 TO PROVIDE FOR INCREASED POSITION AUTHORITY**

**WHEREAS**, as part of its approval of the Annual Budget for Fiscal Year 2022-2023, the Board duly considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

**WHEREAS**, on June 15, 2022 the Board adopted Resolution number 2022-22 approving the Annual Budget for Fiscal Year 2022-2023; and

**WHEREAS**, Resolution No. 2022-22 considered the creation of employee positions and fixed the compensation and salary for those positions; and

**WHEREAS**, the Board desires to amend the Annual Budget to provide revised position authority.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sonoma-Marín Area Rail Transit District that the Fiscal Year 2022-2023 Budget for the Sonoma-Marín Area Rail Transit District is hereby amended to revise Appendix C, SMART Position Authorizations to revise the authorized positions and salary ranges to include the position of Vehicle Maintenance Technician Trainee as shown below, and;

Position	FTE	Annual	Hourly
Vehicle Maintenance Technician Trainee	2	\$77,438	\$37.23

**BE IT FURTHER RESOLVED** except as specifically amended or supplemented by this Resolution, Resolution No. 2022-22, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and nothing contained herein shall, or shall be construed to, modify, invalidate or otherwise affect any provision of Resolution No. 2022-22.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 20th day of July, 2022, 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



**David Rabbitt, Chair**  
Sonoma County Board of Supervisors

July 20, 2022

**Barbara Pahre, Vice Chair**  
Golden Gate Bridge,  
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Sonoma-Marin Area Rail Transit Board of Directors  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954

**SUBJECT:** Authorize the Board Chair to Execute a Collective Bargaining Agreement with the International Brotherhood of Teamsters, Local Union Number 665; and approve a Resolution to Amend Fiscal Year 2022-23 Budget

Dear Board Members:

**RECOMMENDATION:**

Authorize the Board Chair to Execute a Collective Bargaining Agreement with the International Brotherhood of Teamsters, Local Union Number 665, and Approve Resolution No. 2022-26 updating Fiscal Year 2022-23, Appendix C - Position Authorization.

**SUMMARY:**

This agreement would be the third collective bargaining agreement between SMART and the Teamsters Union which represents the District's Track Maintenance Supervisors (2 Full Time Employees or FTE) and Facilities Maintenance Supervisor (1 Full Time Employee). The Board previously approved Resolution No. 2021-18 on July 21, 2021, authorizing a one-year collective bargaining agreement and Resolution No. 2019-01 on February 6, 2019, authorizing a three-year agreement with this unit. The Teamsters Union also represents District employees in the Track Maintainer, Signal Technician and Bridge Tender job classes under a separate collective bargaining agreement.

The agreement retains the District's current policies with modifications as indicated below. The agreed upon terms include:

Term: July 11, 2022 – June 30, 2025

**Salaries:**

- Wage increases will be effective retroactive to July 11, 2022, as shown in the table below. This wage represents a four percent (4%) increase above the current top hourly rate for the Track Maintenance Supervisor and Facilities Maintenance Supervisor job classes.

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5
Facilities Maintenance Supervisor	\$50.25	\$52.77	\$55.41	\$58.18	\$61.09
Track Maintenance Supervisor	\$50.14	\$52.64	\$55.28	\$58.04	\$60.94

- A three percent (3%) wage increase on July 1, 2023.
- A two percent (2%) wage increase on July 1, 2024.
- Consistent with current District policy, wage increases will be effective at the beginning of the next pay period following the eligibility date.

**Safety Equipment:**

- The annual reimbursement amount for a pair of safety boots will be increased from \$200 to \$250 per fiscal year.
- The annual reimbursement amount for a pair of prescription safety glasses will be increased from \$175 to \$250 per fiscal year.

**FISCAL IMPACT:** The Agreement will require an amendment to the Fiscal Year 2022-23 budget, Appendix C, Position Authorization. Funds are included in the current appropriation for Fiscal Year 2022-23 and will be included in future annual budgets.

The incremental cost for each classification is detailed below. The incremental cost for the Facilities Maintenance Supervisor is between \$5,387 and \$6,549 for both salaries and benefits for Fiscal Year 2022-23

Facilities Maintenance Supervisor	Annual Low	Annual High	+ Benefits (Low)	+ Benefits (High)
Additional Cost FY 23 (4%)	\$ 4,020	\$ 4,887	\$ 5,387	\$ 6,549
Additional Cost FY 24 (3%)	\$ 3,136	\$ 3,812	\$ 4,202	\$ 5,108
Additional Cost FY 25 (2%)	\$ 2,153	\$ 2,618	\$ 2,885	\$ 3,508

The incremental cost for the two (2) Track Maintenance Supervisor positions is between \$10,749 and \$12,955 for both salaries and benefits for Fiscal Year 2022-23.

Track Maintenance Supervisor (2)	Annual Low	Annual High	+ Benefits (Low)	+ Benefits (High)
Additional Cost FY 23 (4%)	\$ 8,022	\$ 9,668	\$ 10,749	\$ 12,955
Additional Cost FY 24 (3%)	\$ 6,258	\$ 7,606	\$ 8,386	\$ 10,192
Additional Cost FY 25 (2%)	\$ 4,296	\$ 5,222	\$ 5,757	\$ 6,997

Total cost for salaries and benefits for all three (3) positions is between \$16,136 and \$19,504 for Fiscal Year 2022-23.

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

Very truly yours,

/s/

Lisa Hansley

Human Resources Manager

Attachment(s):

- 1) Resolution No. 2022-26
- 2) International Brotherhood of Teamsters, Local Union Number 665 Collective Bargaining Agreement

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2022-22 TO REVISE THE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 TO PROVIDE FOR REVISED POSITION AUTHORITY**

**WHEREAS**, as part of its approval of the Annual Budget for Fiscal Year 2022-2023, the Board duly considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

**WHEREAS**, on June 15, 2022, the Board adopted Resolution No. 2022-22 approving the Annual Budget for Fiscal Year 2022-2023; and

**WHEREAS**, Resolution No. 2022-22 considered the creation of employee positions and fixed the compensation and salary for those positions; and

**WHEREAS**, the Board desires to Amend the Annual Budget to provide the revised position authority for increased salary and benefit expenditures.

**NOW THEREFORE, BE IT RESOLVED THAT THE** Fiscal Year 2022-2023 Budget for the Sonoma-Marín Area Rail Transit District, Appendix C, SMART Position Authorization is hereby amended to reflect position revisions as shown below.

Position	FTE	Salary Range Annual		Salary Range Hourly	
		Low	High	Low	High
Facilities Maintenance Supervisor	1	<del>\$100,505</del> \$104,526	<del>\$122,179</del> \$127,066	<del>\$48.32</del> \$50.25	<del>\$58.74</del> \$61.09
Track Maintenance Supervisor	2	<del>\$100,277</del> \$104,288	<del>\$121,930</del> \$126,764	<del>\$48.21</del> \$50.14	<del>\$58.60</del> \$60.94

**BE IT FURTHER RESOLVED** except as specifically amended or supplemented by this Resolution, Resolution No. 2022-22, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and nothing contained herein shall, or shall be construed to, modify, invalidate or otherwise affect any provision of Resolution No. 2022-22.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 20th day of July, 2022, 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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 665**  
**AND**  
**SONOMA MARIN AREA RAIL TRANSIT**  
**SUPERVISORS UNIT**

July 11, 2022 – JUNE 30, 2025



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## **ARTICLE 1 - RECOGNITION**

1.1 The SONOMA MARIN AREA RAIL TRANSIT herein after referred to as (SMART) recognizes the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 665 herein after referred to as (UNION) as the formally recognized employee organization for the following job classes:

1.1.1 Track Maintenance Supervisors, Facilities Maintenance Supervisor

### **1.2 SCOPE AND DEFINITIONS**

1.2.1 This Memorandum of Understanding (MOU) will apply to the work performed by the employees specified herein and governs the rates of pay, hours of service, and working conditions of all such employees engaged in the duties of the job classes specified above in section 1.1.1.

1.2.2 SMART may not contract out work normally performed by an employee in a bargaining unit covered by this MOU without the agreement of the Union.

1.2.3 It is understood that the duties and responsibilities of employees in a bargaining unit covered by this MOU between the UNION and SMART will not be assigned to others except in emergencies and when required by temporary operational needs.

## **ARTICLE 2 - UNION MEMBERSHIP**

2.1 All employees covered by this Memorandum of Understanding who have been so employed for at least thirty (30) days prior to the ratification of this Memorandum of Understanding shall have the right to become members of the Union and shall remain members in good standing until such time as they notify the Union that they no longer wish to be dues paying members. Employees hired after the effective dates of this Memorandum of Understanding or who were hired prior to the effective date of this Memorandum of Understanding but had less than thirty (30) days of service with SMART on the effective date shall within thirty (30) days after employment have the right to become members of the Union and shall remain members in good standing, until such time as they notify the Union that they no longer wish to be dues paying members. Pursuant to SB 866, it is the Union's responsibility to provide timely notice of dues deduction authorizations to the District. The District requires ten (10) working days' notice of dues deduction authorization for an employee prior to the date the first deduction is to take effect.

2.2 Employees wishing to discontinue membership for reasons other than separation from employment shall give notice to the Union that they wish to discontinue dues deductions. Pursuant to SB 866, it is the Union's responsibility to provide timely notice of dues deduction revocations to the District. Once notification has been received by the District to stop dues deductions for an employee, the change will be implemented at the beginning of the first pay period following the date that the District received notice.

2.2.1 If the employee authorizes dues payment by payroll deduction, the appropriate sum shall be deducted by SMART and paid to the Union on a monthly basis after collection of dues. The amount of dues deductions are determined by the Union and shall be provided in writing to the District on a quarterly basis at minimum or more frequently if changes in membership occur. The District will continue to honor deduction authorizations as specified by the Union until new authorization lists or revocations are provided by the Union.

2.2.2 If the employee joins the Union but chooses not to authorize payroll deductions, payments of dues shall be received by the Union not later than the following:

- (a) For employees who have been employed by SMART for more than thirty (30) days upon the effective date of this Memorandum of Understanding, an appropriate initiation fee shall be paid to the Union no later than ten (10) days after notification of this provision by the Union. For employees with less than thirty (30) days of employment with SMART upon the effective date of this Memorandum of Understanding, an appropriate initiation fee shall be paid to the Union by the thirtieth (30th) day following the commencement of employment;
- (b) Thereafter, dues shall be paid to the Union in full on or before the first day of each calendar month; and  
General assessments (relating to costs associated with negotiating collective bargaining agreements, administering same and adjusting grievances. Pursuant to said collective bargaining agreement(s) with SMART shall be paid to the Union in full on or before the date set by the Union at the time of Assessment, or if no date is set, within ten (10) days of the call of the assessment by the Union. The Union shall be responsible for promptly notifying Union members of such assessments.

2.2.3 The Union and SMART acknowledge the provisions of §3502.5 of the California Government Code and agree that nothing contained in this section shall act to supersede or waive any of the employee's rights contained herein.

2.2.4 The Union agrees to indemnify and hold harmless SMART for any loss or damage sustained which arises from the operation of this section.

2.2.5 In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Agreement is rendered unlawful by decision of a court of competent jurisdiction, this Agreement shall be either forthwith deemed amended to comply with the change or decision in question and those provisions not affected by the change in law shall remain in full force and effect. If this occurs, at the election of either party this provision may be reopened for further negotiations.

### **ARTICLE 3 - DUES CHECKOFF**

- 3.1 The Union will be granted permission by SMART to have regular dues of its member employees deducted from their paychecks, in accordance with the procedures prescribed by SMART.
- 3.2 Dues deductions shall be for a specified amount and shall be made only upon the voluntary written authorization of the Union member, which authorization meets all of the requirements for the assignment of wages as set forth in §300 of the California Labor Code. Dues deduction authorization may be revoked and the dues check-off payroll discontinued at any time by the Union member upon voluntary written notice to the Union. The Union will inform the District within seven (7) calendar days of the revocation.
- 3.3 The member employee's earnings must be regularly sufficient after legal and required deductions are made, to cover the amounts of the dues check off authorized. In the case of a member employee who is in a non-pay status during any part of the pay period and the salary is not sufficient to cover the whole withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.
- 3.4 Neither the Union nor the member employees shall be charged a service fee for the deduction of regular Union dues as hereinabove provided for.
- 3.5 Dues withheld by SMART shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified. Funds may also be transmitted by Automatic Clearing House (ACH) or other accepted electronic banking process.
- 3.6 The Union shall indemnify, defend and hold SMART harmless against any claim made and against any suit instituted against SMART on account of check-off of Union dues. In addition, the Union shall refund to SMART any amount paid to it in error upon presentation of supporting evidence.

## **ARTICLE 4 - NON-DISCRIMINATION**

- 4.1 SMART is an equal opportunity employer and makes employment decisions on the basis of merit. In accordance with applicable law, the District prohibits discrimination based on race, color, religion, creed, sex, marital status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, military or veteran status, sexual orientation, gender, gender identity, gender expression, or any other consideration protected by federal, state or local laws. All such discrimination is unlawful. The District's commitment to equal opportunity employment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any employee of the District, including Supervisors and co-workers.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.1 The exclusive rights of the District shall include, but not be limited to, the right to determine the organization of District, as well as its purpose and mission; to set standards of service to be offered to the public; and, through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of any collective bargaining agreements that may exist; to direct its employees; to take disciplinary action; to lay off its employees; to determine whether District goods and services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the District's services are to be provided, purchased, or contracted; to determine qualifications for employment; to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the public.
- 5.2 All matters pertaining to the management of operations, such as the type and kind of service rendered to the public, the equipment used, workload, the administration of discipline and efficiency, the standards of hire, promotion and transfer of employees, and their discipline and discharge for cause are within the discretion of SMART. SMART's rules, policies and procedures, as may be amended from time to time, are necessary for efficient operations and infraction of these rules shall constitute cause for disciplinary action, up to and including discharge. Depending on the facts and circumstances involved in each situation, SMART may choose to begin disciplinary action at any step up to and including termination.

## **ARTICLE 6 - UNION STEWARDS**

- 6.1 SMART agrees to recognize one (1) steward to represent employees in the bargaining unit covered by this MOU. The Union must inform SMART, in writing, of an employee's designation as a shop steward.

- 6.2 The shop steward, as much as possible, shall perform their duties as a shop steward when not scheduled to work. If the shop steward must perform any duties during regularly scheduled work hours, it shall be kept to a minimum and shall not interfere with normal operations. The shop steward must request time off in advance to perform his/her duties during regularly scheduled work hours. Absent an emergency, the request must be in writing and submitted at least forty-eight (48) hours in advance. The release of shop stewards from work to perform their duties will depend on SMART'S operational needs as determined by SMART.
- 6.3 SMART will not compensate the shop steward for performing any duties as a shop steward, except as otherwise provided for in this Memorandum of Understanding. The shop steward shall be allowed time off during their normal working hours to handle grievances or meet with SMART representatives concerning matters affecting employees' working conditions without loss of pay, provided that such meetings shall not exceed one (1) hour unless mutually agreed upon by the parties.
- 6.4 A maximum of two (2) employees shall serve on the Union bargaining team. A maximum of one (1) employee shall be released from work by SMART to attend negotiations between the Union and SMART. However, the employee released by SMART will be paid their regular rate of pay for negotiations held during their regularly scheduled work hours.

## **ARTICLE 7 - BULLETIN BOARDS**

- 7.1 SMART agrees to supply and provide suitable space for the Union bulletin board at each work location where bargaining unit members are employed. Postings by the Union on such boards are to be confined to official business of the Union and on the Union's official letterhead. In each location, there shall be a covered bulletin board. Union stewards shall have a key for the Union bulletin boards. SMART shall not remove, tamper with, or alter any notice posted by the Union unless such notice is harmful to SMART. Any such notice removed by SMART shall be re-posted if the Union's position is sustained through the grievance procedure.

## **ARTICLE 8 - UNION ACCESS TO WORK LOCATIONS**

- 8.1 Within reasonable circumstances, a Union business representative shall have access to SMART premises at a mutually agreeable time to investigate or adjust grievances or conduct other necessary Union business. Except for emergency circumstances, requests for access to the Rail Operations Center (ROC) and other SMART Operations facilities will be made 48 hours in advance.

## **ARTICLE 9 - SENIORITY**

9.1 SMART shall maintain a departmental seniority list for the employees in each bargaining unit covered by this agreement. Departmental seniority means the length of time an employee has been employed by SMART in their respective job class within a bargaining unit covered by this agreement. When more than one (1) employee has the same employment date, the employees' relative positions on the seniority list shall be determined by the last four digits of the social security number, with the larger number having seniority.

9.2 An employee's seniority shall be terminated for the following reasons:

9.2.1 Resignation or termination of employment;

9.2.2 Layoff for a period of more than twelve (12) months;

9.2.3 Failure to respond within ten (10) days to a notice of recall during layoff or failure to return to work within fourteen (14) days after a recall notice;

9.2.4 Failure to return to work following an approved leave of absence.

## **ARTICLE 10 - PERFORMANCE EVALUATIONS**

10.1 An annual employee evaluation system shall be used for all probationary and regular employees.

10.2 SMART shall determine the use and significance, if any, of job performance evaluations in determinations regarding, but not limited, examinations, promotions, demotions, transfers, dismissals and suspensions.

10.3 Employees shall have access to their evaluations on file in Human Resources.

10.4 All employees will sign the evaluation indicating their receipt of the evaluation within ten (10) calendar days of receipt. An employee who is dissatisfied with his/her review may prepare and submit a written response within thirty (30) calendar days following receipt of the evaluation. The response will be submitted to the General Manager with a copy to the Human Resources Manager. The response will be placed with the evaluation in the employee's personnel file. The employee has no further means of challenging or appealing a performance evaluation. Performance evaluations are not grievable.



## **ARTICLE 11 - PROBATIONARY PERIOD**

- 11.1 The probationary period shall be a trial period during which SMART evaluates the employee's ability, competency, fitness and other qualifications to do the work for which they are employed.
- 11.2 All new employees shall be on probation for twelve (12) months immediately following their date of hire. If an employee is absent from work for good cause during the probationary period, probation may, be extended day for day by SMART to allow the employee to complete the full twelve (12) months. New probationary employees may be disciplined or discharged at the total discretion of SMART and such actions shall not be subject to review under any provision of this Memorandum of Understanding.

## **ARTICLE 12 – PROMOTIONS, VACANCIES AND TRANSFERS**

- 12.1 Employees who are transferred or promoted out of the bargaining unit, and who fail to successfully complete the probationary period of the new position (for a reason that does not disqualify them from employment in any classification), may elect to return to their original position, if available, in their previous classification within the bargaining unit. Employees shall have a maximum of six (6) months during which they can return to their previous position. Employees shall have no right to return to the bargaining unit after six (6) months. An employee who returns to an available position within the six- (6) month period shall retain his/her departmental seniority.
- 12.2 SMART shall notify the Union of all job openings within the bargaining units covered by this Memorandum of Understanding. The Union may refer qualified applicants for such openings. In interviewing and hiring of such job openings, SMART will not discriminate against any applicant referred by the Union. Applicants referred by the Union will participate in the competitive process as would any other applicant.
- 12.3 Applicants who meet the qualifications of the position descriptions will undergo a selection process as determined by SMART. This process may include, but is not limited to, screening of the most qualified applicant for job suitability and skills assessment, such as written, hands on, video or interview.

## **ARTICLE 13 - TRAINING**

- 13.1 SMART encourages employees to keep their job-related skills current and to look for opportunities to enhance those skills. The Division Superintendent or designee will meet with each employee in a bargaining unit covered by this agreement once a year through the performance evaluation process to assess individual training and career development needs.

- 13.2 When appropriate, SMART will provide employees the opportunity to attend job-related training, including, but not limited to, conferences and seminars. Voluntary training sessions attended after an employee's work hours are unpaid.
- 13.3 Upon approval by SMART, the employee will be reimbursed for expenses related to attending job-related, pre-approved training as allowed per SMART's travel policy, vehicle use guidelines and applicable state and federal law.
- 13.4 Employees in a bargaining unit covered by this agreement will be required to attend training classes and take examinations connected with their duties as required by Federal, State, Local and Agency regulations. Examinations may be written or oral and include physical examinations, geographical qualification examinations and service examinations as required by state and Federal Railroad Administration regulations.

#### **ARTICLE 14-SAFETY**

- 14.1 When an employee is injured at work so as to require that he/she be excused from work by an authorized representative of Management, he/she shall be paid for the balance of the shift (regular pay) on which the injury occurred. Subsequent physician's visits, if necessary, will be charged to sick leave if not scheduled outside of the employee's regular working hours. A copy of the accident report shall be given to the employee. Sick leave pay will not commence until the following day after the injury/illness.
- 14.2 In those cases where an employee receives worker's compensation benefits under the District's plan and is granted sick leave during a disability resulting from an on-the-job injury, DISTRICT shall receive credit against any Workers' Compensation Insurance granted to him, until such leave is exhausted. Payments to the employee will not exceed 100% of regular base pay.
- 14.3 When, after the employee returns to work, there is a bona fide re-injury of the original injury on the job and an authorized representative of Management acting on the recommendation of a doctor excuses the employee from work, he/she shall be paid for the balance of the shift.
- 14.4 The employer and employee are required to comply with Cal-OSHA standards and Federal Railroad Administration Regulations.
- 14.5 SMART will hold regular division specific meetings in which Supervisors will have the opportunity to discuss safety matters as well as other operational issues. Safety matters that are of an urgent nature should be directed in writing to the division Superintendent.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

15.1 A grievance must be in writing and is defined as a complaint that there has been noncompliance with or a misinterpretation or misapplication of this Memorandum of Understanding or a work rule or resolution of SMART. Grievances will be processed in accordance with SMART policy HRM-0011 Grievance Procedure as modified herein.

15.1.2. Selection appeals, disciplinary action, examination appeals, release from Probationary period, complaints of discrimination, the content of performance evaluations and reviews are not grievable hereunder.

15.1. 3. A grievance may be filed by an employee on his/her own behalf or by the Union.

15.1. 4. If it is asserted that the grievance is outside of the scope of procedures or definitions contained herein, such assertion will be evaluated and ruled upon at each step. Such claim will not halt the further processing of the grievance until Step 4 of the resolution process is reached, as defined below. At Step 4, the General Manager will evaluate the assertion, and make a ruling prior to hearing the grievance on its merits. If the General Manager rules that the matter is not grievable hereunder, the grievance will be dismissed and cannot be processed further.

15.1.5 Disputes concerning the applicability of the Grievance Procedure that persist beyond step 4 may be submitted to step 5, Arbitration, for determination. The Arbitrator will decide the grievability of the issue before taking evidence concerning the merits of the dismissed grievance. If the Arbitrator decides that the dispute is Grievable, the matter will be referred back to Step 4 for consideration of the merits.

15.1.6. For the purposes of this grievance procedure, “Working Days” shall be defined as those in a normal, five-day work week, Monday through Friday.

### **15.2 GRIEVANCE TIME LIMITS**

15.2. 1. Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

15.2. 2. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the Union the right to move the grievance to the next level.

### **15.3 PROCEDURE**

15.3. 1. The District recognizes that disputes should be resolved at the lowest possible administrative level. The grievance procedure shall be followed in its entirety before further actions are taken to seek resolution to the dispute. When the grievance is filed by a bargaining unit employee, the grievant may be represented by the Union or a Union Steward throughout the grievance process.

#### 15.4 INFORMAL GRIEVANCE - STEP 1

15.4. 1. The employee will discuss the grievance with his/her immediate supervisor within ten (10) working days of the event giving rise to the grievance, or within ten (10) working days of when the employee knew of or could have reasonably discovered such action or occurrence. The supervisor shall give his/her decision to the employee within ten (10) working days following the discussion.

15.4. 2. Presentation of an informal grievance will be a prerequisite to the institution of a formal grievance.

#### 15.5 FORMAL GRIEVANCE

15.5. 1. STEP 2 - GRIEVANCE FORM: Within fifteen (15) working days, if the grievant is not satisfied with the informal response, or he/she has not received a response from the supervisor within the ten (10) working day limit specified above, the employee or the Union may initiate a formal grievance. A formal grievance shall be initiated by completing and filing a Grievance Form with the Human Resources Department with a copy to the supervisor and the Union. The form must contain:

- i. Name(s) of grievant;
- ii. Position title(s);
- iii. Department(s);
- iv. Mailing Address(es);
- v. A clear statement of the nature of the grievance, citing applicable rule, regulation, policy or contract language;
- vi. The date upon which the event giving rise to the alleged grievance occurred;
- vii. The date upon which the informal discussion with the supervisor took place;
- viii. A proposed solution to the grievance;
- ix. The date of execution of the Grievance Form

15.5. 2. RESOLUTION PROCESS: After filing the Grievance Form with Human Resources, the process for resolving the grievance is as follows:

- i. STEP 3: Within twenty (20) working days after a formal grievance is filed, the Department Manager will investigate the grievance, confer with the Union in an attempt to resolve the grievance and make a decision in writing.

- ii. STEP 4: If the grievance is not resolved in Step 3 to the satisfaction of the Union, within ten (10) working days of receipt of the Department Manager's decision, the Union may request consideration of the grievance by the General Manager, by notifying the Human Resources Department in writing.
  - 1) Within twenty (20) working days after such notification, the General Manager will investigate the grievance, conferring with person(s) affected to the extent he or she deems necessary, and will render a decision in writing.
  - 2) If the written decision of the General Manager resolves the grievance to the satisfaction of the Union, it will bind the Parties.
  - 3) If the Union is not satisfied with the decision of the General Manager or has not received a response within the time limits specified in Step 4, the Union may proceed to Step 5.
- iii. STEP 5 ARBITRATION: Should the matter remain unresolved in Step 4 above, a final consideration of the grievance to Step 5, arbitration, may be filed in writing with the Human Resources Department not more than fifteen (15) working days from receipt of the General Manager's decision.
  - 1) The grievance will be determined by an arbitrator, provided that the District and the grievant agree on the issues to be arbitrated.
  - 2) As soon as possible, but no later than twenty (20) working days, after receipt of the Step 4 request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.
  - 3) Both parties will endeavor to submit the grievance to the arbitrator within twenty (20) working days after selection.
  - 4) The Arbitrator(s) will neither add to, detract from, nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the grievance, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.
  - 5) The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the grievance and submitted to them and will have no authority to consider any other issue not so submitted.

- 6) Any monetary award in favor of the grievant is limited to lost wages or benefits suffered measured from the date of the grievance forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- 7) The decision will be final and binding on all parties.

#### 15.5.3. GENERAL CONSIDERATIONS

- i. The Human Resources Department will act as the central repository for all grievance records.
- ii. All expenses of arbitration will be shared equally by the District and the Union.
- iii. Failure on the part of the District or the grievant to appear in any case before an arbitrator, without good cause, will result in forfeiture of the case and responsibility for payment of all costs of arbitration.
- iv. The grievant's or Union designee's signature is required at each step of the grievance procedure.
- v. A copy of the grievance will be provided to the General Manager at each step of the grievance process.
- vi. There will be no amendments of a grievance without the approval of both parties in writing.
- vii. Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal under Step 5 of the grievance procedure.

### ARTICLE 16 – DISCIPLINE

- 16.1 SMART has the right to discipline or discharge regular employees for just cause. SMART employs a progressive disciplinary program, which program may include, but is not limited to, written warning, suspension, and discharge. Disciplinary action may begin at any step in the program depending upon the seriousness of the infraction. The District will notify the employee and the Union in writing of the commencement of a disciplinary investigation within ten (10) working days of the District's knowledge that the employee may have engaged in misconduct. The District will notify the employee and the union by email or in-person delivery to arrange an investigatory interview with the employee and his/her Union Representative/Shop Steward, if requested.
- 16.2 The causes for which an employee may be disciplined or discharged shall include, but not be limited to, the following:
  - 16.2.1 Dishonesty

- 16.2.2 Insubordination
- 16.2.3 Intoxication or use of alcoholic beverages or illegal drugs while on duty or on SMART property.
- 16.2.4 Sexual harassment or other harassment of fellow employees.
- 16.2.5 Violation of SMART rules or policies.
- 16.2.6 Violation or non-compliance with federal and state operating rules and regulations, including Federal Railroad Administration rules and regulations.
- 16.2.7 Violence and/or threats of violence in the workplace.
- 16.3 SMART will inform regular employees in writing as to the reasons for a discharge or suspension.
- 16.4 Regular employees (those who have completed the Probation Period) claiming that they were unjustly disciplined or discharged may challenge the discipline or discharge through the Discipline policy and procedures set forth in SMART's Discipline Policy, HRM-0018. HRM-0018 and any modifications thereto are incorporated into this Agreement and are binding on all parties. The Regular employee may be represented by the Union throughout the disciplinary process. Except as provided in paragraph 16.5, no employee in a bargaining unit covered by this agreement will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Department Manager.
- 16.5 Except when a serious act or occurrence is involved, or as required by Federal Railroad Administration regulations, an employee in a bargaining unit covered by this agreement will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined in section 16.2 above.
  - 16.5.1 If an employee in a bargaining unit covered by this agreement is held out of service before a formal investigation, the District may elect to put the employee on Administrative Leave of Absence with pay during the disciplinary process. Holding an employee out of service before a formal investigation or paying the employee for being out of service for less than a serious act or occurrence is not prejudging the employee.
- 16.6 The General Manager's or designee's decision shall only be appealed by the employee or by the Union on the employee's behalf to an Arbitrator selected by the Parties.
  - 16.6.1 The request for arbitration may be filed in writing with the Human Resources Department not more than fifteen (15) working days from receipt of the General Manager's decision, or the right to appeal the decision is forfeited.

- 16.6.2 The decision will be resolved by an arbitrator, provided that the District and the Union agree on the issues to be arbitrated.
- 16.6.3 As soon as possible, but no later than twenty (20) working days, after receipt of the request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.
- 16.6.4 Both parties will endeavor to submit the appeal to the arbitrator within twenty (20) working days after selection.
- 16.6.5 The decision of the arbitrator will be final and binding on all parties.
- 16.6.6 The Arbitrator(s) will neither add to, detract from nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the decision, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.
- 16.6.7 The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the appeal and submitted to them and will have no authority to consider any other issue not so submitted.
- 16.6.8 Any monetary award in favor of the employee is limited to lost wages and benefits suffered measured from the date of the imposed discipline forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- 16.6.9 All expenses of arbitration will be shared equally by the District and the employee.
- 16.6.10 Failure on the part of the District or the employee to appear in any matter before an arbitrator, without good cause, will result in forfeiture of the matter and responsibility for payment of all costs of arbitration.
- 16.6.11 Mediation may be used by both parties to assist them in resolving the disciplinary matter. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal to arbitration.

## **ARTICLE 17 - LEAVES OF ABSENCE**

- 17.1. All leave time, including Holiday, Sick and Vacation leave will be processed in accordance with District policy HRM-0022. Leaves, except as modified herein. From time to time, it may be necessary to modify District leave policy as required by Local, State or Federal law. Should the District be required by law to modify a



leave policy, the District will notify the UNION in writing of the required change. Any other proposed changes not required by law will be subject to the provisions of the Meyers-Milias Brown Act.

## 17.2. HOLIDAYS

17.2.1. The DISTRICT observes various District designated holidays each year. Regular full-time and part-time employees are eligible for paid District designated holidays. To be eligible for Holiday pay, employees must work or be on a pre-approved paid absence on the employee's regularly scheduled workdays the day before and the day after the holiday.

17.2.2. Paid holidays are as follows:

1. New Year's Day - January 1st
2. Martin Luther King, Jr.'s Birthday, third Monday in January.
3. President's Day, the third Monday in February
4. Memorial Day, the last Monday in May.
5. Independence Day, July 4<sup>th</sup>.
6. Labor Day, the first Monday in September.
7. Veteran's Day, November 11<sup>th</sup>.
8. Thanksgiving Day
9. The day following Thanksgiving Day
10. Christmas Day, December 25<sup>th</sup>.
11. Two (2) Floating Holidays
12. Each day appointed by the Governor of the State of California and formally recognized by the Board of Directors as a day of mourning or other special observance.

17.2.3. Floating Holidays. Effective January 1, 2018, two eight (8) hour days per year will be deemed as floating holidays, which may be taken at any time during the calendar year in which it is accrued provided a written request is made in advance and the supervisor approves such request in writing. Floating holiday pay will be pro-rated for part-time employees. Employees eligible for floating holidays are regular, Probationary, and at-will. Temporary and contracted employees are not eligible for floating holiday pay. Floating holiday pay must be taken in increments of eight (8) hours. Floating holiday hours must be used in the year that they are accrued and will not carry over from one calendar year to the next. If an eligible employee does not use their floating holiday hours during the calendar year, one eight (8) hour day may be paid out as cash. Floating holiday hours are not eligible to be paid out upon separation of employment from the District. New hires hired prior to June 1st of each year will receive two floating holidays. New hires hired between June 1st and August 31st of each year will receive one (1) floating holiday. New hires on or after September 1st will not receive the floating holidays for that year. Supervisor approval is needed prior to scheduling a floating holiday.

### 17.3. VACATION ACCRUAL AND PAY

- 17.3.1 All regular full-time employees are eligible to accrue vacation leave based on hours worked on a maximum forty (40) hour workweek. Part-time employees who work a minimum of 20 hours per week shall accrue vacation on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full time employees. Vacation accrual schedules can be found in District policy HRM-0022 – Leaves.
- 17.3.2 Vacation Buyback. Each represented employee may request once a calendar year to receive payment for up to eighty (80) hours of accrued vacation hours, provided that there is a minimum remaining balance of eighty (80) hours following payment. Such requests may be made bi-weekly during any pay period.
- 17.3.3 Vacation Bid - Employees shall bid for vacation leave once every 12 months according to seniority order in each respective job class. Employees will be given confirmation for bids submitted.
- 17.3.4 Additional Vacation Time – To allow for flexibility throughout the year, after the annual bid process been has completed, employees may request additional vacation or compensatory time off as needed. All such requests must be scheduled in advance and receive Supervisor approval. The District reserves the right to deny additional time off requests due to Operational needs.

### 17.4. SICK LEAVE ACCRUAL AND PAY

- 17.4.1 Regular full-time and part-time employees are eligible to receive sick pay. Each DISTRICT full-time employee will accrue up to 12 sick days (96 hours) per year, with no limit on accumulation. Regular part-time employees who work at least 20 hours per week are eligible to accrue paid sick leave on a pro-rata basis. In accordance with AB 1522, Article 1.5. Section 246 (b)(1), the minimum sick leave accrual rate for regular part-time employees who work at least 20 hours per week will be one hour per every 30 hours worked. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees. Use of sick leave will be consistent with District policy HRM-0022 Leaves, Section 3, Sick Time Accrual and Pay.

### 17.5. MEDICAL AND OTHER LEGALLY REQUIRED LEAVES OF ABSENCE

- 17.5.1 Leaves of Absence are periods of time in which an employee is permitted to be away from work without being terminated or considered to have voluntarily resigned. Completion of the Probationary Period is required, except where state or federal laws require otherwise. Examples of circumstances where a leave of absence is appropriate are work-related disabilities, military duty and medical

disabilities, (including pregnancy). In instances where the leave occurs during the Probationary Period, the Probationary period is extended by the time an employee is out on a leave. Leaves are generally unpaid time off, unless the employee is eligible for and has accrued time under the sick or vacation plans.

17.5.2 The General Manager or designee, on a case-by-case basis, may grant a leave of absence (LOA), depending on the nature of the leave and the business needs at that time. It is the employee's responsibility to maintain contact by phone or in writing, with their supervisor and/or the Human Resources Department while he/she is on a LOA. The employee must provide documentation supporting the need for the leave (e.g., physician's visit certification) and keep it up-to-date. Any holidays that occur while an employee is on a LOA are not paid unless the use of accrued sick, compensatory and/or vacation time on the day prior to and after the District holiday is used. Vacation and sick time do not accrue during a leave if an employee is in unpaid leave status.

17.5.3 All legally required leaves will be administered according to SMART policy HRM-0022 – Leaves. SMART reserves the right to update this policy as required to comply with changes in State, Federal or local laws.

## **ARTICLE 18 - HEALTH AND LIFE INSURANCE**

18.1 SMART provides each employee with a comprehensive group insurance plan as outlined in District Policy HRM-0019 Employee Benefits.

18.2 New employees who work a minimum of 20 hours per week are eligible to participate in District health and welfare benefits on the first day of the month following their date of hire. Employer contributions toward benefit premiums for part-time employees will be pro-rated.

18.3 At appropriate normal open enrollment periods or other enrollment periods as arranged by the District for initial enrollment, the District's group insurance plans shall be made available to employees covered by this Agreement.

18.4 Coordination of Benefits. If an employee and their spouse or other qualified dependent both work for the District, benefits received under group policies will be coordinated with any other Employer-provided benefits an employee or dependent may have. This means an employee and their dependent(s) may not receive double coverage under any plan offered by the District.

## **ARTICLE 19 - PENSION PLAN**

### **19.1 CalPERS Retirement Plan**

19.1.1 SMART and each employee, who is scheduled to work twenty (20) hours per week or who actually works one thousand (1,000) hours or more in a fiscal year, shall continue to contribute to the Public Employees' Retirement System in accordance with the applicable rules and regulations.

19.1.2 Employees hired after January 1, 2013, shall be covered by the terms of 2% @ Age 62 retirement plan.

### **19.2 457 B Deferred Compensation**

19.2.1 The DISTRICT has available to all employees a 457 b Deferred Compensation Plan. This plan allows employees to make voluntary contributions, on a pre-tax basis, for their own retirement savings. For employees hired after June 1, 2012, the DISTRICT will match employee voluntary contributions up to a maximum of 2% of annual base salary.

## **ARTICLE 20 - WAGES**

Wages for this Unit of employees as shown below reflect percentage increases in paragraph 20.1:

<b>Job Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Facilities Maintenance Supervisor</b>	<b>\$50.25</b>	<b>\$52.77</b>	<b>\$55.41</b>	<b>\$58.18</b>	<b>\$61.09</b>
<b>Track Maintenance Supervisor</b>	<b>\$50.14</b>	<b>\$52.64</b>	<b>\$55.28</b>	<b>\$58.04</b>	<b>\$60.94</b>

20.1 A four percent (4%) wage increase, (as shown in the chart above) upon ratification of the agreement. <sup>1</sup>

20.2 A three percent (3%) wage increase on July 1, 2023.

20.3 A two percent (2%) wage increase on July 1, 2024.

20.4 Wage increases will be effective at the beginning of the next pay period following the eligibility date.

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<sup>1</sup> Wage increase date will be effective July 11, 2022, based upon Union ratification date of July 11, 2021.

## **ARTICLE 21 – TEMPORARY PROMOTION**

- 21.1 When an incumbent in a position is on an extended leave or a position becomes vacant, the General Manager may choose to fill a position by temporarily promoting an existing SMART employee. In order to be considered for temporary promotion, the candidate must meet the minimum qualifications of the higher job class. Only such vacancies expected to last for thirty (30) days or longer may be filled by temporary promotion.
- 21.2 When a regular employee is temporarily assigned to substantially fulfill the duties of a higher position for thirty (30) or more working days, the employee will be temporarily promoted, in writing, and given a temporary merit increase of *up to* 5% above the employee's current pay level in his/her regular position.
- 21.3 A single assignment performed in a higher classification does not qualify an employee for temporary promotion pay consideration. Further, when the work associated with a vacant position is redistributed to several employees, rather than given to one individual on an interim basis, no single individual will be deemed to be working in a higher class and eligible for temporary promotion.
- 21.4 When an employee is promoted to a position in which he or she has, immediately preceding the appointment, served in a temporary promotion capacity, the employee will be given time credit for the acting service. Credit shall begin on the effective date of the temporary appointment and will count toward the completion of the Probationary period in the new position.
- 21.5 When the incumbent of the higher-level class returns to work or is replaced on a permanent basis by another individual from an employment list, the individual promoted on a temporary basis will be returned to his/her former job class and rate of pay.

## **ARTICLE 22 - UNIFORMS**

- 22.1 SMART will provide uniforms and laundering service for employees covered by this agreement. Uniforms are only to be worn at work or while going to and from the work site.
- 22.2 Uniforms should be clean, pressed, and in good repair and with attention to appropriate personal grooming and hygiene. Visible tattoos will be covered on employees whose jobs require them to interact directly with the public.
- 22.3 All employees will wear a SMART provided identification card on the outer most clothing item at all times during working hours.
- 22.4 Employees may be required to wear safety equipment or clothing at certain times while performing specific job functions.
- 22.5 . Safety Shoes/Boots: In its sole discretion, the District shall determine which job positions shall wear safety boots or safety shoes as a condition of employment. The District shall

determine the protective safety boots or shoes required by District, State, Federal or Cal OSHA regulations for the assigned tasks. Specific positions whose job duties require the use of safety shoes/boots shall have the option once each fiscal year to submit a request for reimbursement for up to two hundred fifty dollars (\$250) toward the purchase of safety shoes or boots.

- 22.6 Prescription Safety Glasses: In its sole discretion, the District shall determine which job positions shall wear safety glasses as a condition of employment. The District shall determine the safety glasses required by District, State, Federal or Cal OSHA regulations for the assigned tasks. Specific positions whose job duties require the use of safety glasses shall be provided with the required protective equipment. Employees who wear prescription lenses have the option once each fiscal year to submit a request for reimbursement for up to two hundred fifty dollars (\$250) toward the purchase of prescription safety glasses.

## **ARTICLE 23 - TRANSIT VEHICLES**

- 23.1 SMART will provide pool vehicles that will be available for use by employees as needed for the performance of their job functions.
- 23.2 Employees will be responsible for keeping the vehicles reasonably clean and inspected, per the District's Vehicle Use Guidelines but in no case are they responsible for normal wear and tear.
- 23.3 All vehicles will be equipped with an emergency kit.
- 23.4 It is each employee's responsibility to inform SMART if any emergency items are missing.

## **ARTICLE 24 - CIVIC DUTY TIME OFF**

- 24.1 SMART encourages employees to serve as jurors or witnesses when called. Full-time and part-time regular employees will receive full pay while serving on jury or witness duty. An employee must notify his/her Supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Proof of attendance shall be required when the employee returns to work.
- 24.2 An employee may retain such payment as may be allowed for travel but shall make payable to SMART any and all fees which the employee may receive in payment for service as a juror. Employees are required to provide written verification of having served from the court clerk. If work time remains after any day of jury or witness duty, the employee will be expected to return to work for the remainder of their work schedule.

- 24.3 For positions covered under the FRA Hours of Service law, the employee will not be required to perform any work during the 24-hour period in which the jury duty is served.

## **ARTICLE 25 - OVERTIME AND WORK SCHEDULES**

### **25.1 Overtime**

25.1.1 Overtime compensation for non-exempt employees will be paid at the rate of one and one-half (1 ½) times the regular rate for all hours worked in excess of eight hours worked in a day or forty (40) hours worked in a workweek.

25.1.2 Hours spent attending Jury Duty, compensatory time off, sick leave, holiday pay and vacation leave do not count toward the number of hours needed before an employee is eligible for overtime compensation.

25.1.3 Any non-exempt employee in a bargaining unit covered by this agreement who works six (6) consecutive days in a workweek will be paid for work on the seventh (7th) consecutive day at the overtime rate of one and one-half times the regular rate of pay for the first eight hours worked and double the employee's regular rate for all hours worked in excess of eight (8) hours. Work week is defined as Monday through Sunday.

### **25.2 Compensatory Time**

25.2.1 Non-exempt employees may elect compensatory time off for any overtime work performed. Compensatory time off is earned at time and one half. Employees may accumulate a maximum of eighty (80) hours of compensatory time off. Once the maximum number of hours has been accrued, the employee shall receive overtime pay as described in Paragraph 25.1. Employees may not elect additional compensatory time off in lieu of overtime until they fall below the maximum eighty (80) hour accumulation.

25.2.2 No employee shall take compensatory time off without the prior approval of the employee's supervisor.

25.2.3 Each employee who is separated from District service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate of pay at the time of the employee's separation or as otherwise required by law.

25.3 All employees must submit a timesheet indicating hours worked.

### **25.4 Standby Pay**

25.4.1 An employee on standby status will be paid the equivalent of four (4) hours pay at the employee's straight time rate for each twenty-four (24) hour period the employee is on

standby status, or for a period from the end of the employee's work shift and the beginning of the employee's next shift, if the standby assignment is less than 24 hours. Standby pay does not count toward the calculation of overtime. Standby pay will be offset by any actual hours worked if called out to work. While on standby, the employee must be fit for duty.

25.4.2 Any employee who is on standby until the next shift or for a twenty-four (24) hour period and is called out for work shall be paid at the applicable rate of pay for all actual hours worked. Overtime rates will apply to all hours actually worked in excess of eight (8) hours per day or forty (40) hours per week.

## 25.5 Rest and Meal Periods

25.5.1 Two (2) paid breaks are to be allowed during the regular shift, each of which shall be no more than ten (10) minutes. One off duty thirty (30) minutes meal period shall be allowed and shall be unpaid time.

25.5.2 Rest and Meal periods may not be combined.

## **ARTICLE 26- SHIFT BIDDING AND EXTRA WORK**

- 26.1 Employees shall bid shifts according to the seniority order in each respective job class. Assignments will be made to employees in seniority order from bids submitted prior to the close of the bid period every twelve (12) months. Employees will be given confirmation for bids submitted. SMART reserves the right to deny a bid if an employee does not have the required skills or training for the position. SMART will distribute shift schedules to be bid upon at least seven (7) days prior to the day on which the bid process will be held. Actual bidding will take place at least fourteen (14) calendar days prior to the day on which the bid will take effect.
- 26.2 Each employee will submit their bid on the date designated. If an employee is absent for their assigned bid day, the employee may bid by phone or give a proxy bid in writing to a shop steward to bid for the employee. If an employee does not bid on the assigned bid day or fails to submit a proxy bid, the employee will fall to the bottom of the list and bid in the last position. Final results will be posted within 24 hours of the close of the bid in each District facility where bargaining unit members are employed.
- 26.3 Employees on a leave of absence who will not be able to work at least two (2) months of the bid period will not be permitted to bid, unless SMART and the Union mutually agree to permit the employee to bid. If the employee returns to work during the bid period, SMART will assign the employee to an open shift.
- 26.4 SMART reserves the right to determine staffing levels of daily assignments. If a shift becomes open between bidding cycles and SMART determines to cover all or part of that shift, the coverage of that shift will be filled based on:



- (a) Availability within the Hours of Service regulations. Extra work will be offered to available staff in seniority order; and
  - (b) By reverse seniority order if there are no available staff who volunteer for the extra work.
- 26.5 An employee returning to duty after being absent less than 60 days by reason of sickness, temporary disability, suspension, leave of absence or vacation, will be returned to their current assignment.
- 26.6 The Union shop steward will work with a SMART representative in processing the shift bids. All bids will be submitted in writing to the Division Superintendent or designee. The Superintendent will post copies of all bids submitted.

## **ARTICLE 27 – FURLOUGH**

- 27.1 For the purposes of this section, furlough or layoff, is defined as a reduction in force whereby the total number of budgeted position allocations in a job classification is reduced. A furlough may also include establishing unpaid days off to avoid the reduction of budgeted positions. When SMART determines it necessary to reduce the workforce, employees shall be furloughed in inverse seniority order within classification. A furlough is an involuntary separation and is not subject to the grievance and arbitration procedure.
- 27.2 SMART shall give fourteen (14) days' notice to employees that they will be furloughed. If SMART elects not to give fourteen (14) days' notice, SMART shall pay the employee their regular rate of pay for each day that notice was not given, up to a maximum of two (2) weeks' pay. The provisions for notice shall not apply if notice of furlough is prevented due to fire, storm, major breakdown, labor dispute or other cause beyond the control of SMART.
- 27.3 The DISTRICT will pay for two months of the employee's COBRA medical coverage provided the employee has completed one or more years of service. Note: Under CALPERS medical, the employee is eligible to receive an additional month of medical insurance coverage after separation from employment if the employee is able to pay their portion of the premium (15%) prior to the start of COBRA eligibility.
- 27.4 Employees on furlough will be recalled to work in seniority order within classification. Employees on furlough shall remain on the seniority list for purpose of recall for a period not to exceed twelve (12) months following furlough. Employees who are recalled within twelve (12) months will retain all seniority accrued in prior service. Benefits do not accrue during a furlough period. Employees will have vacation, compensatory and sick leave cashed out per District policies.
- 27.5 Any employee who rejects a recall offer, fails to respond to the notice of recall within ten (10) days of receipt of certified mail, or fails to return to work within fourteen (14) days

after a recall notice shall be removed from the seniority list.

- 27.6 In a case of a reduction in force, SMART will meet and confer with the Union over the effects of the furlough.
- 27.7 As required per AB 2224, Section 150143, the District agrees that it will not contract out the performance of services performed by or fairly claimable by the employees of the bargaining unit without the agreement of the accredited representative of that bargaining unit's employees.

## **ARTICLE 28 - EMPLOYEE ASSISTANCE PROGRAMS**

- 28.1 The DISTRICT and UNION are committed to protecting the safety, health and well-being of all employees, the public and other individuals in the workplace. The District provides an Employee Assistance Program (EAP) to all Employees as part of its benefits program.
- 28.2 Substance Abuse: As required by District policy and Federal Railroad Administration Regulations, the District has developed a Drug and Alcohol Free Workplace Policy and 49 CFR Part 219 Compliance Plan (APPENDIX A). All Employees in the bargaining unit are covered under the provisions of this plan.
- 28.3 Employees in the bargaining unit are also eligible to seek help for substance abuse or mental health issues with the Teamsters Assistance Program (TAP). Employees are encouraged to seek assistance through the District's EAP or the TAP when needed.

## **ARTICLE 29 - NO STRIKES, WORK STOPPAGES OR LOCKOUTS**

- 29.1 The Union agrees that during the life of this Memorandum of Understanding there shall be no strikes, slowdowns, or any other form of work stoppage, including sympathy strikes and SMART agrees that there shall be no lockouts.

## **ARTICLE 30 – ACCESS TO NEW HIRE INFORMATION**

- 30.1 The DISTRICT will notify the UNION of all new hires at least one week prior to the new employee's start date. All new hires will receive a new employee orientation on their first day of employment. The DISTRICT agrees to allocate a thirty (30) minute timeframe during the new hire orientation schedule for UNION representatives to meet with the new employee(s). A UNION representative will contact a representative of the District's human resources department at least twenty-four hours in advance of the new hire orientation date to arrange a time to meet with the new employee during the orientation process. If UNION does not wish to send a representative to the new hire orientation, they may provide written materials to the DISTRICT Human Resources Department which will be provided to the new employee.

30.2 The DISTRICT will provide the UNION with EMPLOYEE contact information within 30 days of the date of hire pursuant to AB 119, Section 3558 of the government code.

## **ARTICLE 31 - TERM OF AGREEMENT**

31.1 This Memorandum of Understanding shall become effective July 8, 2021 and remain in effect to and including June 30, 2022, and thereafter shall automatically be renewed from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify, or terminate this Memorandum of Understanding. If such notice or notices are not given, the Memorandum of Understanding shall be deemed to be renewed for the succeeding year.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto, having met and conferred in good faith, have caused their names to be subscribed this \_\_\_\_\_ day of July 2022.

FOR SMART

APPROVED

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David Rabbitt  
Chairman, Board of Directors

FORTHE UNION

RATIFIED

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Tom Woods  
Business Representative

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Attest: Leticia Rosas-Mendoza  
Clerk of the Board

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## SMART NEGOTIATORS

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Diane O'Malley  
Chief Negotiator

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Lisa Hansley  
SMART Human Resources

## TEAMSTERS NEGOTIATORS

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John Sousa  
Employee Representative



July 20, 2022

**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

**Chris Coursey**  
Sonoma County Board of Supervisors

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

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

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

**Eric Lucan**  
Transportation Authority of Marin

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

**Eddy Cumins**  
General Manager

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5401 Old Redwood Highway, Suite 200  
Santa Rosa, CA 94954

**SUBJECT:** Authorize General Manager to Award Contract No. FR-BB-22-002 with Manson Construction Co. for the Black Point Fender Repair Project

Dear Board Members:

**RECOMMENDATION:**

Approve Resolution No. 2022-25 authorizing the General Manager to Award Contract No. FR-BB-22-002 with Manson Construction Co. for the Black Point Fender Repair Project in an amount of \$552,000 with a term through December 31, 2022.

**SUMMARY:**

The Black Point Moveable Bridge is a moveable swing span bridge that allows train traffic to cross the Petaluma River in Black Point. This bridge over the Petaluma River is on the Brazos Branch – the freight portion of the SMART-owned rail system. The bridge was struck by a barge on March 26, 2018. The strike damaged a portion of the fender system that is in place to protect the bridge when it is in the open position. The fender system consists of wooden piles and timber lagging.

SMART developed repair plans and secured the necessary environmental regulatory permits for the repair work. The Contract was advertised on June 9, 2022. Three bids were received on July 5, 2022:

- The Dutra Group: \$837,000
- Power Engineering Construction Co.: \$701,000
- Manson Construction Co.: \$552,000

The Engineer's Estimate was \$750,000. Manson Construction Co. was determined to be the lowest responsible and responsive bidder. Staff is recommending adopting Resolution No. 2022-25 authorizing the General Manager to award Contract No. FR-BB-22-002 for the Black Point Fender Repair Project with Manson Construction Co. for an amount of \$552,000.

**FISCAL IMPACT:** This work is included in the FY23 budget.

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

Very truly yours,

/s/  
Bill Gamlen, P.E.  
Chief Engineer

Attachment(s):

- 1) Resolution No. 2022-25
- 2) Manson Construction Co. Contract Agreement No. FR-BB-22-002

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
APPROVING CONTRACT NO. FB-BB-22-002 WITH MMANSON CONSTRUCTION CO. TO REPAIR THE  
BLACKPOINT BRIDGE FENDER SYSTEM**

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**WHEREAS**, the Sonoma-Marín Area Rail Transit District (SMART) owns the Black Point Moveable Bridge on the Petaluma River in Black Point, CA; and

**WHEREAS**, the Black Point Bridge was struck by a barge which damaged a portion of the fender protection system; and

**WHEREAS**, SMART issued an Invitation for Bid on June 9, 2022 to repair the damaged fender system; and

**WHEREAS**, SMART received three (3) bids for the work on July 5, 2022; and

**WHEREAS**, SMART determined that Manson Construction Co. was the lowest responsive and responsible bidder; and

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract No. FB-BB-22-002 with Manson Construction Co., for a total contract amount of \$552,000.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 20<sup>th</sup> day of July, 2022, 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 Board of Directors  
Sonoma-Marín Area Rail Transit District

## **AGREEMENT FOR CONTRACTOR SERVICES**

This agreement (“Agreement”), dated as of July 20, 2022 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District, a Special District of the State of California (hereinafter “SMART”), and Manson Construction Co., whose place of business is located at 5209 E. Marginal Way S., Seattle, WA 98134 (hereinafter “Contractor”).

Black Point Bridge Repair (Re-Bid)  
Contract # FR-BB-22-002

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

### **AGREEMENT**

#### **ARTICLE 1. LIST OF EXHIBITS**

Section 1.01 The following exhibits are attached hereto and incorporated herein:

(a) Exhibit A: Schedule of Rates

#### **ARTICLE 2. WORK.**

Section 2.01 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 3. NOTICES TO SMART.**

Section 3.01 SMART has designated John Riley, SMART 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: John Riley  
Phone: 707-794-3070  
Email: [jriley@sonomamarintrain.org](mailto:jriley@sonomamarintrain.org)



Section 3.02 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 4. CONTRACT TIME.**

Section 4.01 Contract Time and Notice to Proceed.

Contract Time commences on the date established in the Notice to Proceed that is issued by SMART. SMART reserves the right to modify or alter the Commencement Date of the Work. SMART may give a Notice to Proceed at any time within 60 calendar days after the Notice of Award. Contractor shall not perform any Work prior to the receipt of a Notice to Proceed.

The allowable work window due to the permit restrictions is September 1, 2022 through November 30, 2022. The term of this Agreement shall remain in effect through December 31, 2022.

Contractor shall complete the Work so that a Final Inspection Report can be issued in accordance with Section 01770 (Contract Closeout).

#### **ARTICLE 5. CONTRACT SUM.**

Section 5.01 SMART shall pay Contractor the Contract Sum, as full compensation for the satisfactory completion of the work described in the Contract Documents, in accordance with the budget established in the Exhibit A Schedule of Rates.

Total Contract Sum: \$552,000.00

The Contract Sum includes all allowances (if any).

SMART's Project Manager may authorize progress payments as work is completed. 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 6. CONTRACTOR REPRESENTATIONS.**

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

Section 6.01 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, all local conditions, and all 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..

Section 6.02 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.

Section 6.03 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 6.02 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.

Section 6.04 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.

Section 6.05 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.

Section 6.06 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.

Section 6.07 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.

Section 6.08 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	Contractor's License No.
Pacific Western Lumber, Inc. 3201 NW Lower River Rd. Vancouver, WA 98660	2 – Supply Timber	N/A – Material Supplier

Section 6.09 Contractor has designated Nicole Egli, Project Manager and Superintendent, 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.

Project Manager/Superintendent: Nicole Egli  
Address: 1401 Marina Way S., Unit 330  
Richmond, CA 94804  
Phone: (o) 510-232-6319  
(c) 562-400-3309  
Email: [negli@mansonconstruction.com](mailto:negli@mansonconstruction.com)

## **ARTICLE 7. CONTRACTOR DOCUMENTS.**

Section 7.01 Contract Documents consist of the following documents incorporated by reference, including all changes, Addenda, and Modifications thereto:

Agreement:	This Contract
IFB:	Invitation for Bid for Black Point Bridge Repair (Re-Bid)
Document 00700:	General Conditions
General Requirements:	Division 1 Specifications
Technical Specifications:	Technical Specifications and Exhibits

Section 7.02 There are no Contract Documents other than those listed in Section 7.01. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

## **ARTICLE 8. 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:

Section 8.01 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.

Coverage shall include United States Longshore and Harbor Workers Compensation Liability Insurance (USL&H) where applicable.

Section 8.02      Maritime Employer's Liability Insurance. Maritime Employer's Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or disease where applicable.

Section 8.03      Protection & Indemnity Insurance (Including Crew). Liability for any third-party bodily injury or property damage caused by the vessel with limits no less than \$5,000,000 where applicable.

Section 8.04      Hull & Machinery Insurance. Hull & Machinery Insurance insuring the vessel's market value where applicable.

Section 8.05      Marine General Liability Insurance. Marine 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 \$5,000,000 per occurrence. Said 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, 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 8.06      Automobile Insurance. Comprehensive 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 8.07      Contractor's Pollution Liability Insurance. Contractor's Pollution Liability Insurance in an amount no less than \$2,000,000 per occurrence or claim. 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.

Section 8.08      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 \$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-Marín Area Rail Transit District, and shall cover all other railroads operating on the right-of-way.

Section 8.09      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 (as 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. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A.M. Best Company rating of A VII or better.

Such insurance company shall be authorized to transact business in the state of California. 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.

Section 8.10      Deductibles and Retentions. Contractor shall be responsible for payment of any insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. Contractor shall also be responsible for the payment of all deductibles or retention on Contractor's policies without right of contribution from SMART.

Section 8.11      Injuries. 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.

Section 8.12      Subcontractor Responsibility. 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.

Section 8.13      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 8.14      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](mailto:InsuranceRenewals@sonomamarintrain.org).

Section 8.15 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 8.16 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 9. 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.

Section 9.01 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).

Section 9.02      Performance Bond. Contractor shall 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 10. MISCELLANEOUS.**

Section 10.01      Terms and Abbreviations. 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.

Section 10.02      Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. If paper meets the 30 percent requirement, the recycling logo should be printed on the project.

Section 10.03      Signers of this Agreement. 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.

Section 10.04      No Assignment of Contract. 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.*

Section 10.05      Assignment of Rights to Awarding Body. 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.

Section 10.06      Prevailing Wages. Contractor and all Subcontractors shall pay to all workers employed not less than the prevailing rate of wages as determined in



accordance with the Labor Code as indicated herein.

All Contractors, contractors, and subcontractors doing business with public agencies through the State of California (including SMART) shall comply with applicable labor compliance requirements including, but not limited to prevailing wages, SB 854, Labor Code Sections 1725.5, 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815. Public Works Contractor Registration Programs, Electronic Certified Payroll Records submission to the State Labor Commissioner and other requirements, described at <http://www.dir.ca.gov/Public-Works/Contractors.html>.

Applicable projects are subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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.

Section 10.07     Licensing Laws. The Contractor and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current Contractor Licenses in the State of California. The Contractor shall provide such subcontractor information, including the class type, license, number, and expiration date to SMART.

Section 10.08     Drug-Free Workplace. Contractor certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 10.09     Continuation of Work. 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).

Section 10.10     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 10.11     Claims Procedures. 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.

Section 10.12     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 10.13     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 10.14     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 10.15     Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

**CONTRACTOR: MANSON CONSTRUCTION CO.**

By: \_\_\_\_\_  
Ryan King, Senior Vice President

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

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

By: \_\_\_\_\_  
Eddy Cumins, 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  
SCHEDULE OF RATES**

ITEM	ITEM DESCRIPTION	QTY	UNIT	TOTAL COST
1	Mobilization / Demobilization	1	LS	\$70,000.00
2	Procure Material, Wrap Piles	1	LS	\$115,000.00
3	Install Piles & Reconstruct Fendering System	1	LS	\$367,000.00
<b>TOTAL:</b>				\$552,000.00

**GENERAL INFORMATION**

LS = Lump Sum

Costs are in United States Dollars

The above costs include all labor, supervision, equipment, materials, supplies, insurance, bonding, travel, freight, overhead, profit, and all other direct and indirect costs associated with performing the work included in this Agreement.

**ITEM DESCRIPTIONS:**

**1. Item 1: Mobilization and Demobilization**

Item 1 includes mobilization and demobilization as required to perform the work.

**2. Item 2: Procure Material & Wrap Piles**

Item 2 includes:

- a. Procure, Transport, and Wrap new piles necessary for project
- b. Procure and Transport all fender repair material necessary for project.

**3. Item 3: Install Piles & Reconstruct Fendering System**

Item 3 includes:

- a. Re-Construct fendering system, including drive new piles and pull / re-drive existing piles, per plan.
- b. Provide all barges, incidental watercraft, and equipment required to perform the work, including pilots and other operating personnel as appropriate



July 20, 2022

**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

**Chris Coursey**  
Sonoma County Board of Supervisors

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

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

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

**Eric Lucan**  
Transportation Authority of Marin

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

**Eddy Cumins**  
General Manager

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

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

**SUBJECT:** Planning for the Future (Ridership)

Dear Board Members:

**RECOMMENDATION:**  
Discuss ridership listening session and survey information.

**SUMMARY:**  
In April 2022 SMART Staff conducted a survey and a series of listening sessions on SMART's strategic objectives: ridership, pathways, extensions, and freight. In total, 193 people attended the listening sessions, 1,004 surveys were collected, and SMART received 60 email responses.

This presentation will provide information from the ridership surveys, emails, and listening sessions. Regarding ridership, 45 people participated in the listening sessions, 553 surveys were collected, and SMART received 35 email responses. This presentation will provide a synopsis of information collected, identify recent improvements, and suggest goals for the future.

Very truly yours,

/s/  
Eddy Cumins  
General Manager

**Attachment(s):**

- 1) Planning for the Future – Ridership (Top Five Themes)
- 2) Planning for the Future – Ridership (Listening Session Summary Comments, April 6, 2022)
- 3) Planning for the Future – Ridership (Email Submissions on Ridership -raw data)
- 4) Planning for the Future – Ridership (Email Submissions on Ridership - Summary of the email responses)
- 5) Planning for the Future – Ridership (Survey)

## Planning for the Future - Ridership

### Top Five Themes (No Particular Order)

- 1) Challenges riders face in reaching their destination (solving the first and last mile problem)
  - Use shuttles to reach final destinations (employers, wineries)
- 2) Increase schedule – more service
  - More frequent service
  - Later night service
  - Mid-day service
  - SF Giants Oracle Park service
- 3) Improve connectivity with other transit systems
  - Create better alignment and coordination with bus and ferry service; get bus-train pulses aligned
  - Create connectivity with Sonoma County Airport
- 4) Resume snack bar onboard the train
- 5) Allow overnight parking at SMART parking lots to meet the demand for riders who want to travel to San Francisco for overnight visits

## ATTACHMENT 2

Planning for the Future  
Listening Session on Ridership  
April 6, 2022  
Listening Session Summary of Comments

### What are the biggest barriers to riding the train?

Comments
The first and last mile problem (3)
Must be able to compete with the automobile on convenience, cost, connectivity, and flexibility (3)
Service does not run late enough (to support transit trips for dinner and drinks) (2)
Lack of connectivity is a barrier (airport, employers, ferry) (1)
Lack of what it costs for families and tourists
Place of business too far from train station
Getting clipper cards into the hands of seniors
SMART's original vision is a barrier – need to think broader than the commuter market
Price is still a barrier
Lack of mid-day service is a barrier
Lack of variety in fare products (group/family passes)
Lack of ridership due to COVID-19
Having to ride the bus to connect to SMART is a barrier (lack of reliability, e.g., late buses = missed trains)
SMART cannot compete against the automobile; cars will always beat the train in flexibility and convenience
People are angry about SMART. You must speak the truth about SMART and not stick your head in the sand

### If you could change anything about SMART's schedule, what would you change?

Comments
Need more collaboration with other transit agencies to create better connectivity between SMART and bus service; SMART's schedule needs to align better with other transit systems.
More functional alignment with bus service out of the San Rafael Transit Center; the train arrives at San Rafael at 10:30 AM, and the bus leaves for San Francisco at 10:30, so I must wait 90 minutes for the next bus to downtown San Francisco.
SMART should schedule service to align with ferry service to San Francisco Giants games.

## ATTACHMENT 2

SMART needs to set its pulses to on the hour or 15 minutes past the hour to align with bus service.
SMART needs to add midday service back to the schedule.
Support the creation of transit-oriented development in Petaluma parcels
Lobby for residential and office space develops near all SMART stations

**If you could change anything about SMART's connectivity to help you solve your first/last mile problem, what would you change?**

Comments
Create shuttle service to hotels, wineries/breweries originating from the Sonoma County Airport Station. Also provide shuttle service to the Sonoma coast and town of Sonoma
Provide shuttle service from the Hamilton station to Bel Marin Keys industrial area in Novato; there is no way to get to Bel Marin Keys using SMART, and there are large numbers of employers in the area – like BioMarin.
There are few true destination stations (walkable to popular destinations) and SMART needs to offer solutions that solve first and last mile problems for people who want to get to popular destinations
Provide an electric shuttle from the Larkspur station to the ferry terminal
Support ride-share programs
Offer pedicab shuttle service to the Larkspur Ferry terminal to the Larkspur station and the Sonoma County Airport station to the Sonoma County Airport
I had to stop riding train because lack of solution for the first and last mile problems; fix the first, last mile and mid-mile problems at all six transit agencies
I have a dream that I can walk around all the stations – easily and safely
You need to add more space on trains for bicyclists, e.g., add a third car dedicated to bikes

**What other ideas do you have to grow SMART's ridership?**

Comments
Produce marketing that highlights the cost of using a car to get to San Francisco versus the train and ferry to (\$100 vs \$12) – advertise this (2)
SMART should support docent led transit tours to educate people about using transit (2)
Until SMART gets to Cloverdale, offer shuttle service from Cloverdale to the Sonoma County Airport station
Complete the bicycle/pedestrian path all the way to Cloverdale



## ATTACHMENT 2

Long term success for SMART depends on commercial and residential development around its stations
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Implement electronic communication that tells buses and trains to wait for each other.
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## Planning for the Future

### Email submissions on Ridership (raw data)

#### Email 1

Hi SMART team,

Here are some suggestions from a few people I have spoken to:

1. A resident of Petaluma who lives near Corona road would like a van pool to Petaluma Station but works on College Ave near Dutton and would have a 20 min walk from SR Downtown station to work.

She suggested “Advertise on radio routes, prices to Petaluma etc. people spend a lot of time in their cars during the commute hours. “

My related idea: Consider a SMART trivia game where radio callers can win a free ticket or other perk. Or a skit PSA w rider stories.

2. I recently met a friend arriving at SR SMART downtown station and there is no waiting area for drivers who are picking up passengers arriving. Also no handicap parking. I left my car for 5 minutes and a cheerful meter man said he didn’t give me a ticket this time and to keep nickels available.

3. In a local grocery store: A woman who saw my SMART t shirt asked if I worked for SMART. I said I was a fan not an employee. She said she had not rode the train yet but wanted to go to Petaluma in the evening. She thought it cost \$9 and I said it was like \$2. Maybe have more advertising about fares or a little card or magnet people can keep. Or post fares in shops (this was Trader Joe’s on Cleveland)

4. A manager who saw my shirt said how much he loved the bar car and looks forward to that. His adult brother who has a disability loves the train and lives near SR North station.

This made me wonder about organized outings for adults w disabilities who love the train. I would be happy to volunteer for those.

Well, that’s my set of ideas

#### Email 2

Just recently I discovered that the SMART TRAIN on Lakeville Street is located within walking distance of AMTRAK's “pick-up/drop-off” location at 19 Copeland Street. If connections work

(and currently they DO on "paper"), I am looking forward to using "SMART" for many trips visiting family and friends in Sacramento and beyond. Sacramento is my "Go-To" AMTRAK station for visiting Tahoe as well as the east coast and throughout California. Reluctantly, I end up driving to Sacramento to get to the AMTRAK station and have been searching for a way to use public transportation for years! You might want to consider listing this station in the maps provided on your site.

Also, in researching the possibility of connecting SMART with AMTRAK, I wondered what other activities and locations I could reach using SMART to visit new restaurants, art galleries, theaters, etc. that are within walking distance (or a local bus ride) near a SMART Station. **Your website makes no mention of this** but a google search turned up some information (see below links for examples).

Perhaps developing and including a page on your website about nearby attractions (links could even be provided!) that are within a short walk from the SMART station - including the ability to connect with an AMTRAK train or a local bus - would **increase ridership by** encouraging more people to venture out and try new experiences while using SMART! It could open opportunities for "locals" to use SMART - as well as visitors from the bay area who can connect with SMART by Ferry!

Below are a few examples of what a google search revealed. It's a great starting point for SMART to develop their own web page showing people how to get from point A to point B for a great day - or several days. If SMART allows over-nights in some park and ride lots, that might increase ridership as well as it would afford an opportunity to visit someone nearby and stay overnight.

### Email 3

Many of us would happily use the Smart Train for the recreation part of our lives! If only we had a way to get back home! We need late hour return trips so we can enjoy the restaurants and theatres of our neighbors.....i.e. dinner in Petaluma, return home to San Rafael!  
Thank you for listening!

### Email 4

Hello,

I come from a train fart family. No, that is an official term when your childhood dinner conversation is all about wig wags and crossing gates. I was pleased when SMART was put in the North Bay. It was a long time coming.

Here are some additional ideas since my Dad, who worked for the SP, helped my grandfather, Bob Pelusi, the mayor of Napa, get the Wine Train up and running.

First, I was recently in Scotland and nothing says excitement, will pay 79 pounds and wear all my Harry Potter stuff, than the Jacobite Train from Malliag to Fort William. I took the regular train, but since SMART has the additional freight line which probably has a speed limit of 35 miles an hour and no ribbon rail, you might think of a Skunk Train commuter train and or a Jacobite type train going to those areas (with a bus bridge return). I remember as a child, the commuter skunk train was great for people getting off and hiking or camping (dogs and bikes on train a must for weekends). A Redwood steam train for the Northbay might be a good idea since fulton may be losing theirs.

Also, I would say that when I took my family for their initial ride on a weekend. I found that there were families traveling down from the Santa Rosa, wine country area and bringing the kids to see Hamilton Field where their family member had been stationed. They were disappointed that there were no real places to eat, easy access to tours or museum. It might be something you could get the veterans involved in maybe giving you a display at the station, a self-guided walking tour brochure and maybe a link on your website to tours offered and local eateries. Maybe even a veteran with a office at the station during certain special days who could help make the experience more personal.

I would also like you to consider using Social Media like the Patch, Next door, IJ, Press Democrat online. It is hard to feel any connection to the railroad.

I would also say the expansion along the Highway 12 corridor might be a good idea.

Thank you,

#### **Email 5**

SMART:

Your resources (the tracks, the stations, the road crossings, and the trains) would be MUCH more useful if they were well-connected to other transportation facilities. In a sprawling, multi-focussed area like Sonoma-Marín, which has developed for the last 100 years based on access via paved roads, an isolated transport mechanism, like SMART, goes “from where I’m not to where I don’t want to be.”

While connection to BART and SFO (even by a SMART/bus hybrid) seems like a distant objective, an integration of community-focussed bus schedules and routes with the SMART stations and schedules would be a major step in the right direction. Not only do schedules and

routes need to be organized, but communication to the public needs to emphasize how the combination can take you “from where you are to where you’re going.”

Thinking of SMART as "running a railroad" is a 19th century perspective.

Yours truly,

**Email 6**

Hello.

I'm writing to urge you to consider SMART as not only a commute train, but a community train. I grew up in New York, where the Long Island Railroad operates all day long and on weekends. Similarly in Boston, the trains run extended hours. In these places, you can ride public transit back and forth to visit friends and museums, go to concerts and restaurants, etc.

I would love to be able to do that here as well. I live in Southern Marin, in Corte Madera, and one of my best friends lives in Santa Rosa. We also have a friend in Petaluma. I would like to be able to hop on the train, go visit for the day, have dinner or see a show together, and come back. But that's impossible, because SMART doesn't run after about 6:00 and has even less service on the weekends. The schedule is tailored only for commuters.

I suspect that this has an overall negative effect on ridership. For example, when I was commuting to SF for work, I took the bus (every day, for decades). But at some point, they limited the bus hours and removed the two late buses, one at about 6:30 and one at about 7:30. This meant that if I wanted to catch the bus home, I needed to be out the door by 5:15 to catch the last bus at 5:30. I couldn't rely on the bus if I had a late meeting. I couldn't take the bus if I wanted to have a drink with a friend. As a result, I had to start driving more.

If we want to build a more robust public transit system, and one that people will come to incorporate into their daily lives, we need to provide access in the evening and on weekends.

Thanks for considering.

**Email 7**

Just recently I discovered that the SMART TRAIN on Lakeville Street is located within walking distance of AMTRAK's "pick-up/drop-off" location at 19 Copeland Street. If connections work (and currently they DO on "paper"), I am looking forward to using "SMART" for many trips visiting family and friends in Sacramento and beyond. Sacramento is my "Go-To" AMTRAK station for visiting Tahoe as well as the east coast and throughout California. Reluctantly, I end up driving to Sacramento to get to the AMTRAK station and have been searching for a way to

use public transportation for years! You might want to consider listing this station in the maps provided on your site.

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<https://twocaliforniasisters.com/fun-day-trip-to-santa-rosa-on-the-smart-train/>

<https://www.sonomacounty.com/articles/guide-exploring-sonoma-county-smart-train>

<https://www.sonomamag.com/things-to-do-close-to-smart-stations/> (while I like the description of this, I was unable to open it on my computer for some reason)

Thank you,

#### **Email 8**

Hello :)

I am writing to let you know I wish the train ran later on the weekends. Particularly for the summer. It would be nice to enjoy a night out in Petaluma or Santa Rosa and return home to Novato on the train.

You don't know unless someone tells you so I just wanted to make it known.

Thanks

**Email 9**

Please bring back the

6:48 AM Northbound train departing Petaluma and the

4:20PM Southbound train departing the Sonoma county Airport.

thank you

**Email 10**

Improving SMART Train

My name is Collin Thoma and I am the Systems Change Advocate with Disability Services and Legal Center (DSLCL). The comments I will be providing are in regards to both Ridership and Pathways to address the needs and issues of people with Disabilities have in these two areas.

Ridership

SMART train should improve its schedule to have more frequent train times and with less wait time between each train, especially during the weekends. This is important because for some people with Disabilities rely on public transportation to get around as they can't or don't drive due to their disability. By creating more frequent run times it will give people with Disabilities who rely on public transit another way to get around within Sonoma County. Having an improved schedule will also make it easier to get into Marin County by giving an alternative to taking Golden Gate Transit. This is because a trip Golden Gate Transit can take longer due to multiple stops and traffic then compared to a trip on a SMART Train. Reducing travel time for people with Disabilities is important as they may not have the stamina or energy for a long trip. This can lead to the person making mistake they may have not made or becoming more easily confused takes/steps such as remembering what stop to get on/off at. Furthermore, improving access from Sonoma to Marin counties is especially important for those who use para transit. This is because there is no one para transit service that goes between these two counties, riders will need to transfer busses, something that can be challenging for riders. The challenges here are they may forget they transfer and scheduling both busses to arrive at or near the same time can be tricky. SMART should also improve their coordination with city and county bus services including paratransit so that buses arrives shortly before and after the train arrives at the station.

SMART should also work with city/county bus services to clearly indicate on bus schedules, route maps which routes will go to a station. This is important for those who may need to transfer busses as they may live/work in an area that doesn't have routes that go directly to a

station. SMART should also increase the times trains wait at a station a little bit longer because people with disabilities may take longer to get from the bus or their car to the train platform. Wayfinding such as times for the next train and other related information will need be accessible.

To do so information such as time to the next station and other related information will need to be communicated audibly in addition to written information. For visuals such as schedules, maps, notices will need to be in clear easy to read large font. Signage for the station name and Northbound & Southbound platforms should be easy to see from a distance to prevent confusion.

### Pathways

Pathways should be connected throughout Sonoma County giving everyone a trail without vehicle traffic a trail through the heart of the county. A good priority will be completing trails in and to Santa Rosa. This will be especially beneficial for people with disabilities as they will have a path free of car traffic. Having a trail like this is important because there isn't a lot of them and, some people may be more nervous of being hit by a car while walking or biking on a busy street.

This is especially true for people who use a wheelchair, another mobility device or a specially adapted bike which may be lower to ground and harder to see by vehicles. It is very important for sidewalks to be well maintained as small cracks, bumps or debris can pose a higher trip/fall hazard for those with mobility disabilities. For those who use a wheel chair or another mobility device could become stuck which could cause the device to fall over. If someone has limited mobility they may lack coordination to handle a crack or bump. For those who have limited or no vision they may not even see the obstacle. It is also important for sections of the trail that crosses a street or train tracks that the crosswalk is highly visible. In addition, to audio cues visual and touch cues are needed to indicate when it's safe to cross. Crosswalks will need to have adequate times as it may take longer for someone with a disability to cross. For example, someone may need 15 seconds to cross instead of 10 seconds. Having amenities such as benches, and water fountain will be important features. Wayfinding features should include distance to next station or town, and provide direction to other connecting trails, downtown area or other major parts of the city/town. Thank You for your time and consideration of these comments on how to improve SMART for everyone and especially for those who have a disability(s).

### Email 11

Greetings,

I would just like to say that having ridden the train daily for almost a year, I greatly appreciate the professionalism and kindness your staff express with consistency.



Marcus is consistently professional, respectful, and takes his work seriously. Marcus is a future leader.

Carlos is similar, truly cares about what he does, is kind and professional.

Dave is an excellent engineer and friendly to all who board.

Jason is skilled and friendly and does his job with ease. I was particularly impressed with how he recovered the schedule when the train was late one day.

Mark is professional and nice.

Steve (not S. Lewis, the other Steve), is probably one of the nicest people I have met, even at 5AM, when I often see him.

The twins (Amanda and Ashley) are fun and kind, and do their job with professionalism.

Your Engineers and Conductors are the face of SMART, and overwhelmingly they truly represent the company well. They are one of the bright spots of my day and I look forward to seeing them on my commute.

I also love the holiday decorations you put up. A small thing that helps spread a little happiness.

Your service is also affordable (even without the discounted rides) and your company is clearly sensitive to that regard. Thank you.

Two recommendations:

- WiFi (if possible and reliable) would be an excellent option for commuters so that we can use laptops while on the train. Not sure how it affects operating cost, so I respect if it is economically infeasible.

Many of us are early commuters (contractors, inspectors, etc) with early schedules (often 6/6:30 - 3/3:30) it appears your poll also indicates as such. Missing the train in the PM is pretty impactful when they come every hour (until 5ish). Adding a NB 3:30pm and 4:30pm train would be a GAME CHANGER! I wouldn't feel so rushed to leave work in order to make the train as I could catch a sooner one that an hour later. This is my best recommendation! 1/2 hour NB trains between 3pm and 6pm. I'd pay another bond tax to make that happen!

Again, SMART is a fantastic service and without SMART I would not commute to Marin. I will never drive 101 for a commute. If SMART goes away (which I hope never happens) I will have to find a new job, which is scary.

Thank you SMART and well done.

**Email 12**

I tried to ride the train exactly one time. I found another way to get to my destination when I found out that I could not pay cash money to get a ticket. I wish you guys would make payment easier.

**Email 13**

I appreciate having had the chance to participate in last night forum on ridership. I was not able to stay till the end but was on for the majority of time. More comment on that later.

As I said during the webinar, I love SMART and have introduced many family and friends to smart train rides. I have specifically arranged meet ups with friends based on us both taking smart from our home station. I'm not sure other listeners "got it" about being ambassadors versus expecting smart arranging docent tours. In fact, anyone could use the app Meet-up to organize something like that.

Docent tours sound "cute" but may just not be my cup of tea. Speaking of tea, that's another benefit of riding smart that I miss. The drinks and snack vendor you had in the beginning. I understand the pandemic is a factor in that restriction but it sure was a perk and an appeal.

Another factor impacting Smart fiscal challenge was the failed tax extension. Not sure what Gallaher's real issue with smart was/is but we've certainly learned what a bad voice he is in our community. Wasn't sure it was forum to bring this up but it is relevant to how do you sustain the best face to the public. It's more about persona than function. As one guy said, smart is the prettiest, cleanest and most comfortable public transportation around.

A word also needs to be said about your conductors. They are friendly and personable as well as professional. I feel safe with them on board!

My observation about last night's process: Although it's admirable you gave all a chance to have their say, dare I say...after awhile I found it difficult to listen to lack of more substantive comment (a lot got repetition including my own comments) and I did not want to listen to someone's negativity and criticism.

I understand it's the nature of inviting public comment and it's common in the process of group dynamics. My suggestion is to limit the open-ended comments. Use the zoom tool of polling participants. Works great and you have a built-in data gathering tool vs dominant voices prevailing.

Anyway, for what it's worth that's my added "two cents"  
Thanks to all of you!

#### **Email 14**

Speaking as a former Ambassador employee, regular rider of SMART, and supporter of rail transit, I must rise to this opportunity to offer my thoughts to the long range planning process. Weekdays, I commute from Cotati or Petaluma into San Rafael via Train 5, and reverse via Train 24. Occasionally, I'll use the train for a weekend outing or day trip into Marin or SF. The 31 day pass has been an economical and convenient means of paying fare, however it seems that prospective riders are under the impression that the train is too expensive. They don't seem to have the facts that train fares are lower than GGT 101 bus fare, nor do they understand the system of inter-agency transfer credits that lower end-to-end transit cost. Better advertising and publicity is warranted, to entice prospective riders and show them the low cost and lifestyle advantages of riding the train.

Someone recently mentioned that SMART could wrap its train cars with large lettering that extols the lower cost of riding trains versus paying over \$6 per gallon for gasoline. Heck, why not put such signage onto the chain link separating train tracks from Highway 101 at the Novato Narrows?

**1 - Frequency:** I'd like to see the trains running during congested commuter hours on half-hour headways, to relieve some of the crowding onboard and to allow some extra time in case I miss my usual scheduled departure.

**2 - Bicycles:** I think a better solution is needed for onboard accommodation of bicycles. I ride an electric bicycle, which is too heavy to lift onto the end-of-cabin hangers. I've seen increasing numbers of bicyclist passengers coming aboard the train with new electric bikes, and we all must compete for limited space alongside aisle at center-of-car. Two or three layers of bicycles laying against one another with bungee cord tie-downs leads to bent, broken and damaged accessories. Let's do better and provide a dedicated area inside the train cars for all bikes to be parked on their wheels.

Minor point, but it would be helpful if SMART patrons could affix a tag on each bicycle, indicating which station the bicycle is destined for, allowing passenger/riders to place their bicycle in an area that doesn't obstruct others needing to unload during the short 30 second station dwell times.

Long range, a "C" coach car positioned in the middle of a three-car consist may be the ideal place to construct an area expressly for bicycle parking, similar to end of train area for bicycles provided by the Caltrain commute service.

**3 - Provide fare information in kiosks** - The Clipper and e-ticket systems are strange and confusing for first time riders and out-of-area visitors. Along with posted schedules in each station, it would be helpful for each station to have plain, printed posted instructions available, to augment the online information on the SMART website. (Or, redeploy the ambassador team!)

**4 - Parking** - In Sonoma County, most passengers drive autos to those stations with free parking, even going extra miles out of their way to avoid using the ParkMobile app in SMART station parking lots. While it's desirable to make the parking at stations easy and convenient, how will these commuters be enticed to ditch the car and rely on public transit options? Tough question I don't have answers for, but I think long range planning needs to consider the eventual decline of petroleum based personal transit.

**5 - NIXLE alerts are tardy** - Whenever trains are running later than five minutes, riders waiting at stations need to be informed in real time. We should not have to wait for upwards of half an hour on the platform to learn via NIXLE that the trains have been delayed. Duh! There are loudspeakers mounted at all stations; why aren't those being used as a public address system to advise riders of current conditions? Amtrak uses lighted signboards and audio announcements along the Capitol Corridor and San Joaquin routes, so why can't SMART do something similar?

Overall, I think that SMART has done an outstanding job of restoring passenger rail service to the North Bay, and provides the critical path forward for generations to come. Despite a critical tone here of pointing out problems, please view the foregoing as my constructive criticisms and suggestions of incremental improvements to an outstanding service that SMART currently provides.

I look forward to contributing to upcoming planning for Pathways and Extensions, See you all again.

#### **Email 15**

For the price of a 500-foot pathway and a pedestrian crossing at or near SMART Mainline mile 37.53, we could facilitate more pedestrian and bicycle access to our Petaluma Downtown station while eliminating a dangerous chronic trespassing situation.

The current problem: the sidewalk on the south side of Lakeville Highway ends at a spot ([Google map](#)) in the shadow of the Highway 101 overpass, so there's an almost constant stream of transients and other trespassers using the vicinity of our Haystack-2 crossing to make their

way west to Hopper Street, walking within a few feet of the Hopper Siding track, and sometimes on it. A pathway from the above spot to a spot about 500 feet due west would attract pedestrian and bicycle commuters from the five-story Marina Crossing luxury apartment building at Petaluma Marina, the extensive multi-story apartment developments just across Lakeville Highway, and the larger single-family residential neighborhood centered around Baywood Street.

**Email 16**

What we need above all for transit right now is patience. Patience. Patience.

We are just beginning to have in person destinations for work. Yesterday (Monday) the ferries between Larkspur and SF and return were CROWDED, half with people commuting and half with families with lots of children. A friend took the buses from Larkspur to Santa Rosa because it was Sunday and much appreciated the return trip from Rohnert Park on Monday when service was on. We are just collectively beginning to crawl out from under our rocks.

I attended my first in person work meeting in the City in two years yesterday. Half the City looked empty, offices and hotels. We don't yet know how people will start to travel, to return to taking the trains, buses, ferries, BART. It is premature to make conclusions.

Let's hold our hopes for transit recovery and watch! And stay well.

**Email 17**

Hello - if the new GM wants an idea of one reason why SMART ridership isn't where it could be I suggest he ride the train to Larkspur and take the GGT ferry and then return the same way. Or better yet, do it starting from San Francisco (you know that big ignored city to the south) as a day tripper might.

He would see that the schedules are completely incompatible and the simple act of getting to and from the train to the ferry is an obstacle course without any signage whatsoever that only the most determined of travelers would go through.

**Email 18**

TO WHOM IT MAY CONCERN:

The parking at Airport smart could be vastly increased. THERE IS PLENTY OF SPACE FOR MANY MORE CARS. IF SOMEONE COMES FOR THE TRAIN AND THERE IS NO PARKING, THEY HAVE TO DRIVE WHEREVER THEY ARE GOING. ' There needs to be some buses that connect. I tried to get to Healdsburg from airport and my Lyft rides were over 29 dollars each way . That makeS the trip 75 dollars! Not everybody has a car to pick them up when they arrive at the station.

There is no bench inside the parking lot to wait to be picked up by a cart. The bench outside is for bus passengers and is not convenient to someone pulling into the station..

\There is no SIGN on the road to show where someone pulls into the station, so if you miss it you have to find a place to turn around and cross over the street .

THESE ARE THING THAT SHOULD HAVE BEEN SOLVED EASILY AND IT SHOWS HOW CARELESS AND UNCARING AND CLUELESS THE ADMINISTRATION WAS TO CUSTOMER NEEDS.

IF THE COFFE AND OR WINE ETC WAS GOOD AND A REASONABLE PRICE, IT WOULD BE CONVENIENT AND A BENEFIT. THE COFFEE CUP WAS TOO SMALL, TOO EXPENSIVE AND THE COFFE WAS NOT EVEN GOOD!

**Email 19**

Hello,

I live in SF and took the train to Santa Rosa to visit friends. I loved the experience! I had planned to do this several times per month. But then I noticed the posted signs saying 'No parking 12-4am'!! Unfortunately, I need to stay overnight when I go and since the City of Larkspur will not allow this I will not be able to take the train any longer. I'm very unhappy about this. I would really like to pursue getting this changed, but don't know who to talk to about it. Please help and advise me who to speak with.

Thank you,

**Email 20**

Greetings:'

I'm very interested in being able to ride the SMART train to special events in Marin and Sonoma on WEENDNDS.

For example, rather than drive to San Francisco or Oakland for the Womens' March a few years ago (pre-pandemic) a friend and I took the SMART train to Santa Rosa and participated in that one. My cousin met us at the train station to drive us to the main Square, since it is a long walk.

It would be great to know of special events in different towns that coordinated with SMART along the train lines, perhaps offering a fee-based shuttle (or other forms of trans.) from the train station coordinated with the event at some times of day.

Thank you,

**Email 21**

I'm hoping this is the correct email for input on Smart issues. My issue is this:

I fly from SC airport several times yearly and I'm hoping to increase that amount now that travel is becoming more available. I would love to access the airport via the Smart train however, the train stops more than a mile from the airport. Expecting a traveler to traverse that distance toting baggage via walking or biking is idiotic. Why hasn't Smart explored offering Smart cars for rental to/from the station to airport? Or perhaps a regular shuttle service connecting the two? I eagerly waited for Smart to start until I realized it would be no assistance in accessing the airport. What a waste of opportunity!

Thanks for the opportunity to vent my issue.

**Email 22**

Hello,

I love trains and look forward to using the SMART train on a regular basis. I often travel between Petaluma and Novato—I live in Novato, my son lives in Petaluma. I always drive and want to start taking the train but there is a big gap in the schedule—the train leaving Petaluma in the morning at 10:55 am is the last train until the next one at 1:22 p.m. It would be great if you could add one more late morning or early afternoon train between those two times.

Thanks for reaching out to your riders!

**Email 23**

Hello,

Thank you for the opportunity to provide input on the future of SMART.

My suggestion is to please please please connect us to the Golden Gate Bridge. I understand that by train extension, it is prohibitively expensive, but SMART bypasses the worst of Marin traffic, so we just need a shuttle or bus from Larkspur to transit on the SF side of the Golden Gate Bridge. The San Rafael transit center drops you in the worst of Marin traffic, but Larkspur is close to the start and end of traffic on both the evening and morning commutes. So, by way

of a shuttle or bus from Larkspur to the GG, we could get to jobs in Daly City, South San Fran, and even SFO.

With buses stuck in the same traffic as the rest of us, the train is the best option for getting through Marin during commute hours. Please consider making transit a viable alternative to driving for those of us working on the other side of SF from the ferry building.

Thanks for listening!

**Email 24**

The biggest obstacle to riding Smart is the one that is not a topic of any of the forums. That obstacle is the High fares. We already pay taxes to support Smart and yet Smart has some of the highest fares of any public transit in the Bay Area.

**Email 25**

My husband and I are retired and like to take Smart to larkspur, then the ferry to San Francisco. We would like to be able to take smart to Healdsburg and Windsor.

**Email 26**

My wife and I love SMART train and we often encourage friends and family to use the service. I'd like to point out low-hanging opportunities for making ridership experience even better. Signage. My brother and sister-in law visited from Chicago. The SMART Train-Golden Gate Ferry packaged service along with BART allowed them to easily and enjoyably move from SFO to Railroad Sqr, Santa Rosa (where we live) without having to rent a car. They did mention one vexing problem: there was no apparent signage (and no staff) to point the way from the ferry terminal to the Larkspur train platform. My wife and I knew the route already so we were not aware of the problem. We have since made this trip twice and we confirm that there is only one small sign at the base of the pedestrian bridge long after one leaves the ferry terminal. The walk from ferry to train is inherently awkward. Better signage would help a lot.

More signage. When approaching the northernmost station at Sonoma Co Airport by car from the east it is very difficult to see exactly where to turn to enter the parking lot (especially in winter/low light conditions). I've missed the turn twice. Signage, lighting and white paint would easily solve this problem.

Toilets. The toilet rooms on the train are clean and make riders feel comfortable. The toilets themselves are another matter. They don't flush properly. I'll leave it to your imagination. At a minimum the water flow is inadequate. I suspect the bowl design is incorrect. This has been a problem from the first time I rode the train. Thank you.



**Email 27**

At Black Pt (Novato) your freight line tracks cross the heavily-used entry to the neighborhood. North Coast Rail was very good about initially rehabbing & then maintaining the crossing when vehicle traffic erodes the pavement into huge holes within the crossing. They repaved twice in the years that the freight traffic has been coming thru BlackPt. Its been a few yrs since the last repaving was done & is once again badly potholed—will SMART be fixing this soon?? & will SMART maintain this crossing (& all others) as well as the NCRA did? We hope so...

**Email 28**

SMART has historically funded 90% of its cash flow with taxes; i.e., fare revenues only cover 10% of its costs. It should be shut down so that the taxpayer money of \$40 million or so can be diverted to more important items rather than being wasted. When I say more important items, I have in mind uses such as housing/services for the homeless and the indigent.

**Email 29**

Expand faster. Get the full job (Cloverdale - Larkspur Ferry) done as promised many years and \$BNs ago. Just do it. Thanks.

**Email 30**

Hi there 🤝

I did fill out your Ridership survey. Thanks for the opportunity to give input. I thought about something I'd like to add. Regarding shuttles: Petaluma would be a very welcome stop for on-demand shuttle service. I definitely could and would use that!

Initially I marked Larkspur but actually it's just the walk to the ferry which is quite manageable

**Email 31**

I lived for a decade in the Portland area where the transit system is extremely popular. I took it often, but I have never taken SMART. Why?

In Portland, there was lots of free parking at most stations. Here, there is little parking near my closest station in downtown Santa Rosa and many spots require feeding a parking meter. At the airport, there is a small parking lot, but it requires check-in via a phone app and may be full. Even bus service is inconvenient. One block from my home is a CITY bus stop to Santa Rosa, but it goes to the transit center, not the downtown SMART station.

Trains were frequent enough in Portland that you could just show up at the station and take the next train. Here, you must know the schedule to avoid an hour or more of waiting.

### ATTACHMENT 3

A logical use of SMART is from here to San Francisco, but the potential traveler must consider (1) the SMART schedule, (2) finding parking at the SMART station, or using the bus and walking at either end, (3) the fares, (4) the long walk from the final SMART station to the ferry terminal, and (5) waiting for the ferry. Whew! I'm 80 years old and that's too many problems, so I drive or stay home.

#### **Email 32**

SMART has the highest subsidy of any passenger rail service in the country, maybe in the world. How can you reduce the taxpayer subsidy?

## ATTACHMENT 4

Planning for the Future  
Email submissions on Ridership  
Summary of the email responses

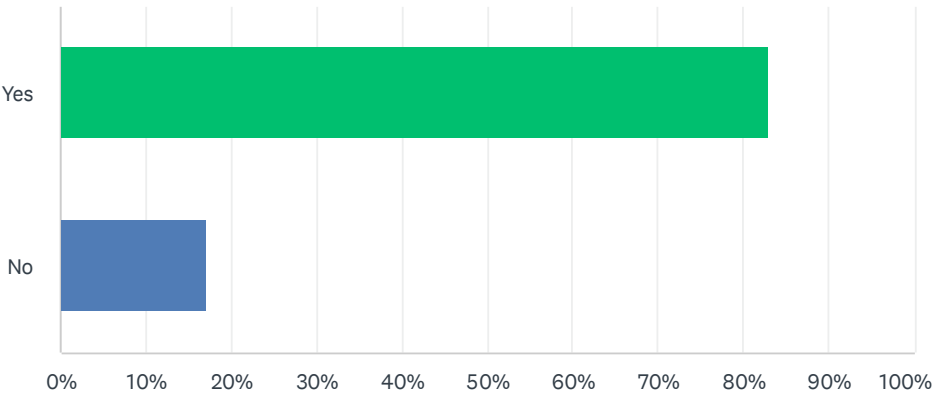
Email Comments
Please restore the snack/bar car (I miss having drinks and snacks onboard the train) <b>(3)</b>
Offer more late-night trains on weekdays and weekends for recreational purposes (theatres, restaurants, museums, pubs, etc.). SMART should be a community train, not just a commuter train <b>(3)</b>
Offer van-based transit to the Petaluma station from the east side of Petaluma. <b>(2)</b>
Do on-radio trivia games where callers win free tickets
Promote the Amtrak pick-up/drop-off location at 19 Copeland Street in Petaluma
Improve connectivity to other transit systems and facilities
Bring back the 6:48 NB departing Petaluma station and the 4:20 SB departing Sonoma County Airport station
Improve your schedule to have more frequent train times and with less wait time between each train, especially during the weekends
SMART should also improve their coordination with city and county bus services including paratransit so that buses arrive shortly before and after the train arrives at the station
SMART should also work with city/county bus services to clearly indicate on bus schedules, route maps which routes will go to a station
SMART should also increase the times trains wait at a station a little bit longer because people with disabilities may take longer to get from the bus or their car to the train platform. Wayfinding such as times for the next train and other related information will need to be accessible
Reinstate WiFi onboard the train
Adding a NB 3:30 PM and 4:30 PM trains out of Larkspur; this would be a game changer
Make your payment system easier; when I found out that you did not take cash, I found another way to travel
SMART could wrap its train cars with large lettering that extols the lower cost of riding trains versus paying over \$6 per gallon for gasoline; put signage onto the chain link separating train tracks from Highway 101 at the Novato Narrows
A better solution is needed for onboard accommodation of bicycles. I ride an electric bicycle, which is too heavy to lift onto the end-of-cabin hangers. I've seen increasing numbers of bicyclist passengers coming aboard the train with new electric bikes, and we all must compete for limited space alongside aisle at center-of-car
There are loudspeakers mounted at all stations; why aren't they being used as a public address system to advise riders of current conditions?
The train/ferry schedule is incompatible, and the simple act of getting from the train to the ferry is an obstacle course without adequate wayfinding signage
The parking at the Sonoma County Airport Station could be vastly increased; there is plenty of space for more cars

## ATTACHMENT 4

I would like better bus connections between the Sonoma County Airport Station and Healdsburg
Please place a bench at the Sonoma County Airport Station parking lot for people waiting to be picked up by car
Please allow overnight parking at your parking lots. I travel to San Francisco often and want to spend the night in SF
Please offer special event trains to concerts, protest marches, sports events
I fly out of Sonoma County Airport several times annually and want to increase the amount of travel I do out of Sonoma County Airport. I would love to use the train to get to the airport but walking or cycling with luggage is not an option. Please offer Smart cars for rent at the station or provide a shuttle service to the airport
I want to travel from Novato to Petaluma, but the big mid-day gap prevents me from taking the train. Please add one more late morning and early afternoon train to the schedule
Please develop a connection to the Golden Gate Bridge
The biggest obstacle to taking the train are the high fares – SMART has some of the highest public transit fare in the Bay Area
We want to take the train to Larkspur and then to Windsor and Healdsburg
Please improve your signage between the ferry terminal and the Larkspur train station, and the signage along Hwy 101 where you get off for the Sonoma County Airport Station
The toilet on the train is comfortable, but they don't flush properly. The minimum water flow is inadequate. I suspect the bowl design is incorrect
Expand to the north county faster
Explore on-demand shuttle service – Petaluma would be a great place to start

Q1 Are you a current SMART rider?

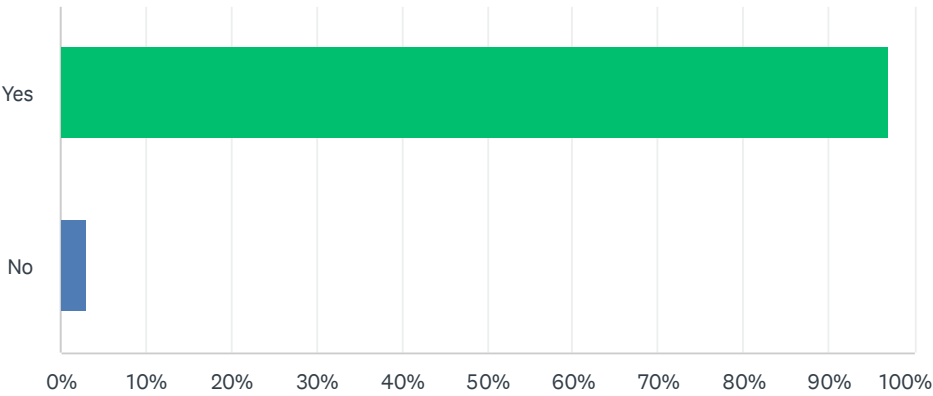
Answered: 357    Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	82.91%	296
No	17.09%	61
TOTAL		357

Q2 Are you interested in riding the train in the future?

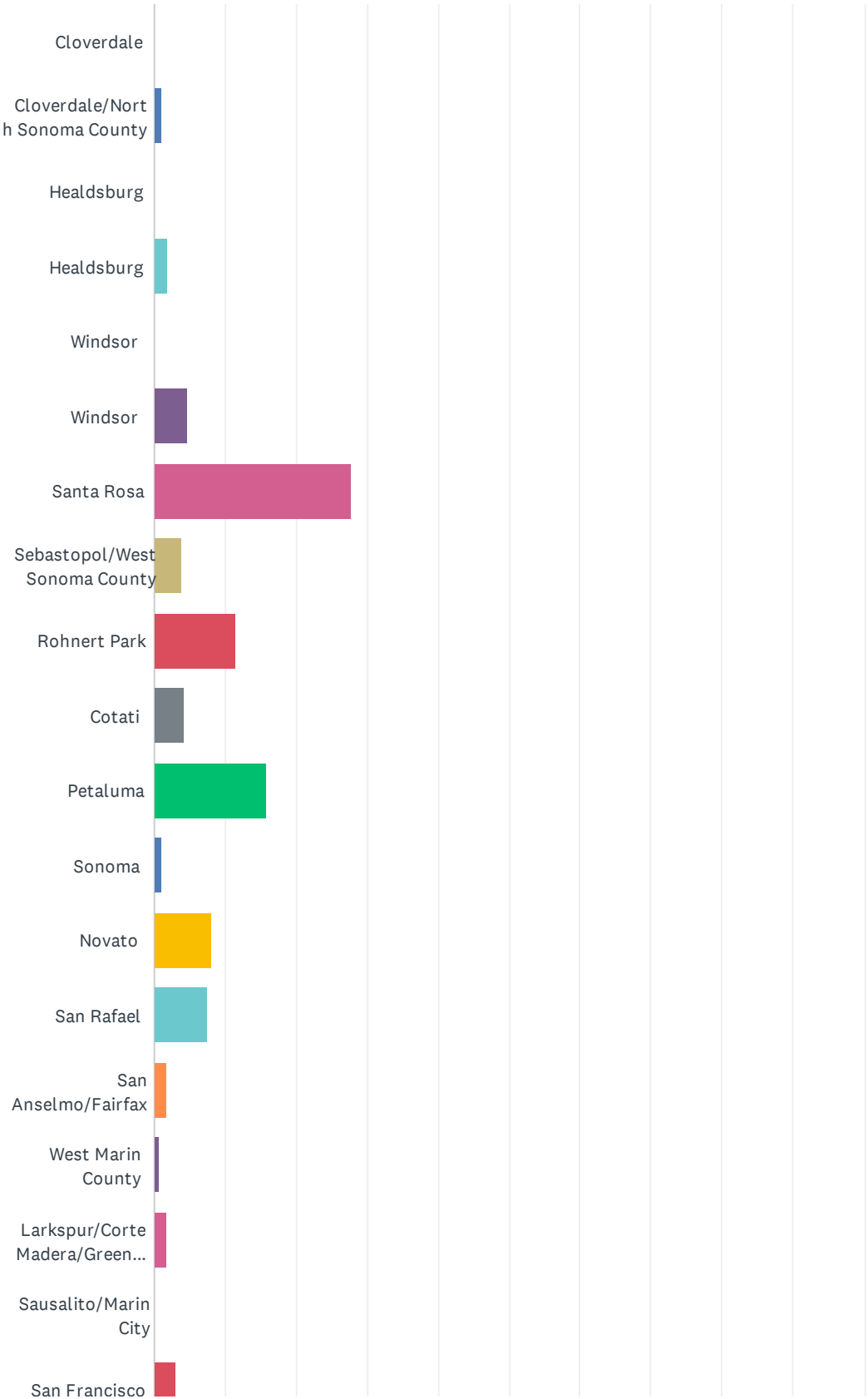
Answered: 357    Skipped: 0

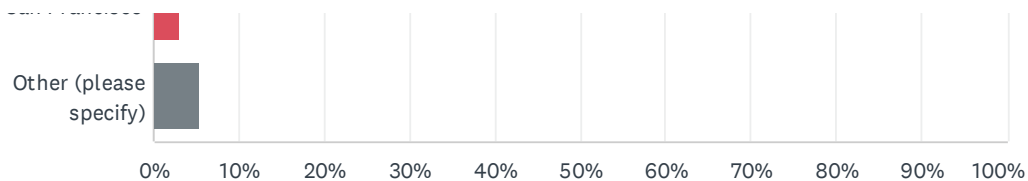


ANSWER CHOICES	RESPONSES	
Yes	96.92%	346
No	3.08%	11
TOTAL		357

### Q3 Where do you live?

Answered: 357    Skipped: 0



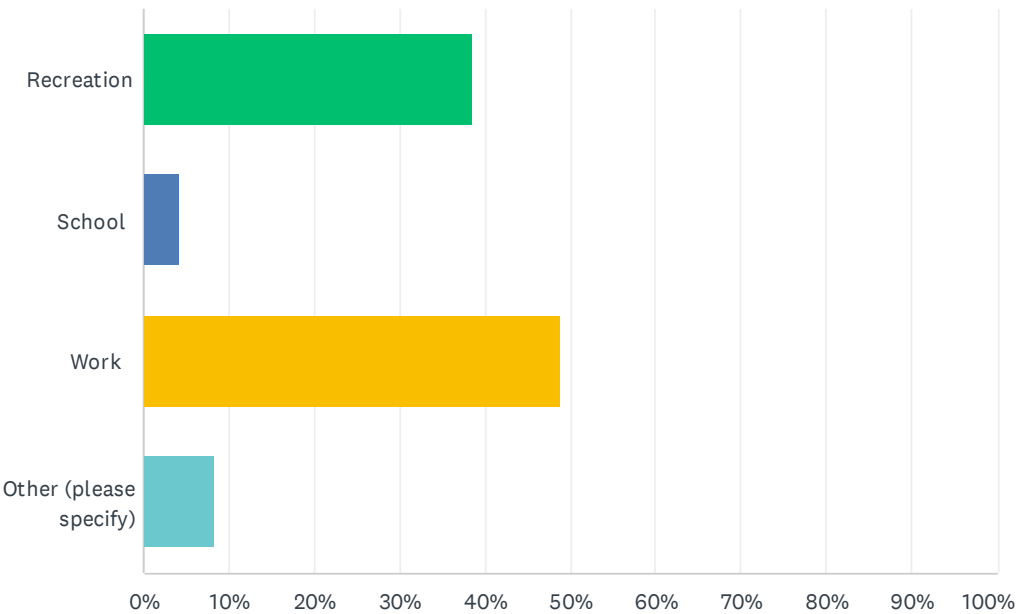


ANSWER CHOICES	RESPONSES	
Cloverdale	0.00%	0
Cloverdale/North Sonoma County	1.12%	4
Healdsburg	0.00%	0
Healdsburg	1.96%	7
Windsor	0.00%	0
Windsor	4.76%	17
Santa Rosa	27.73%	99
Sebastopol/West Sonoma County	3.92%	14
Rohnert Park	11.48%	41
Cotati	4.20%	15
Petaluma	15.69%	56
Sonoma	1.12%	4
Novato	8.12%	29
San Rafael	7.56%	27
San Anselmo/Fairfax	1.68%	6
West Marin County	0.56%	2
Larkspur/Corte Madera/Greenbrae	1.68%	6
Sausalito/Marin City	0.00%	0
San Francisco	3.08%	11
Other (please specify)	5.32%	19
TOTAL		357



Q4 What is the purpose of your travel?

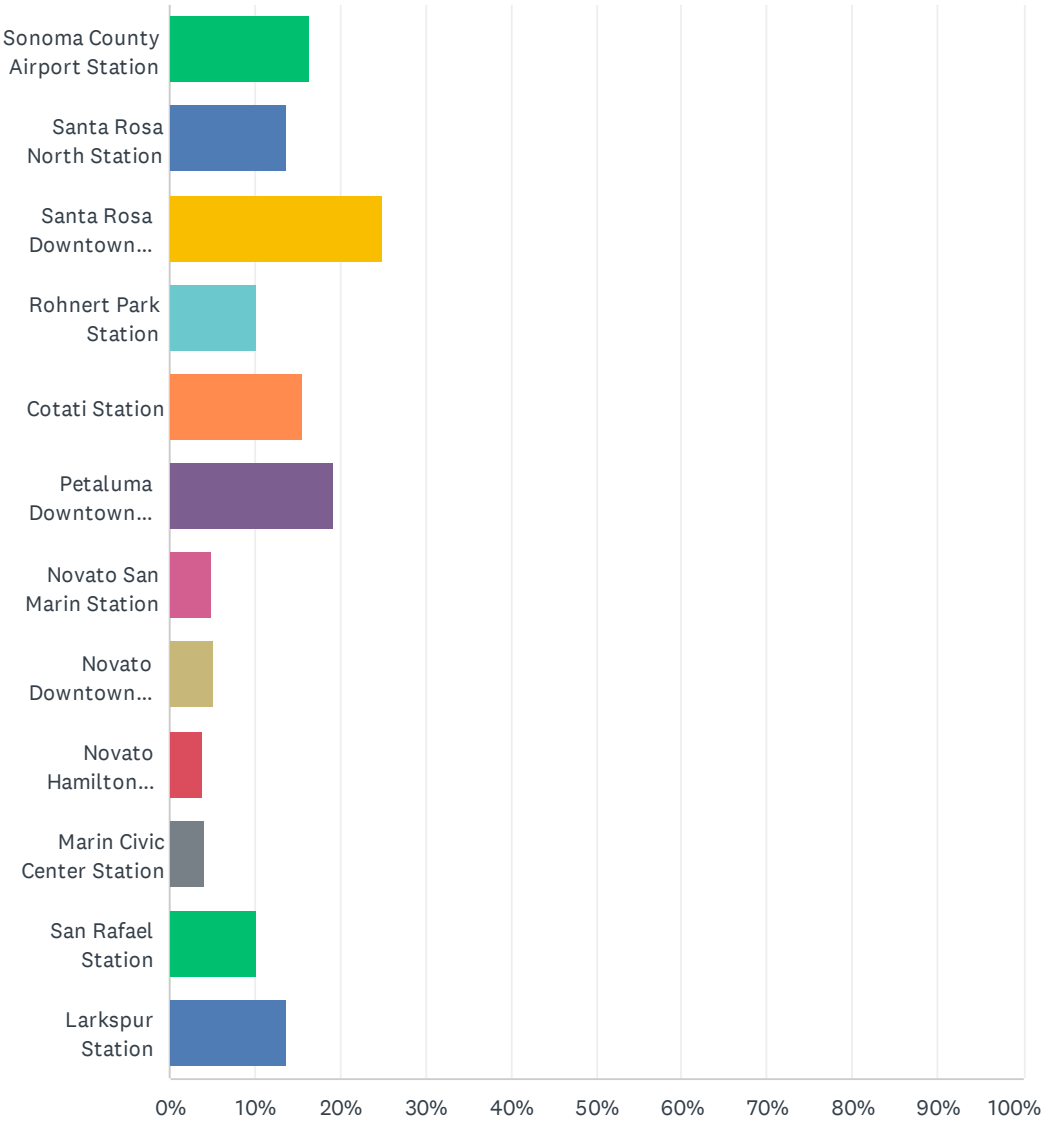
Answered: 352    Skipped: 5



ANSWER CHOICES	RESPONSES	
Recreation	38.64%	136
School	4.26%	15
Work	48.86%	172
Other (please specify)	8.24%	29
TOTAL		352

Q5 What is your origin station? (select up to 3)

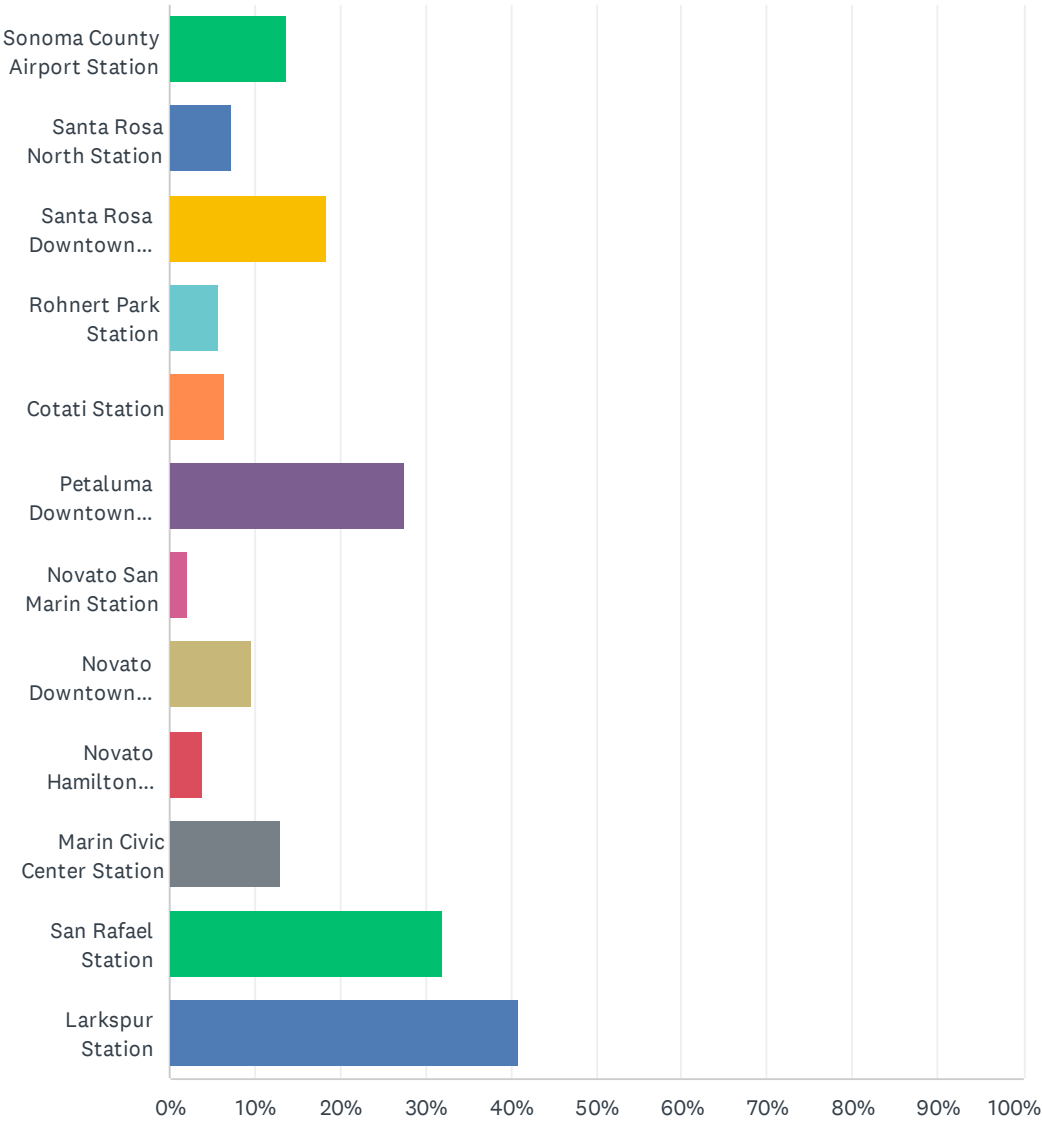
Answered: 345    Skipped: 12



ANSWER CHOICES	RESPONSES	
Sonoma County Airport Station	16.52%	57
Santa Rosa North Station	13.62%	47
Santa Rosa Downtown Station	24.93%	86
Rohnert Park Station	10.14%	35
Cotati Station	15.65%	54
Petaluma Downtown Station	19.13%	66
Novato San Marin Station	4.93%	17
Novato Downtown Station	5.22%	18
Novato Hamilton Station	3.77%	13
Marin Civic Center Station	4.06%	14
San Rafael Station	10.14%	35
Larkspur Station	13.62%	47
Total Respondents: 345		

Q6 What is your destination station? (select up to 3)

Answered: 345    Skipped: 12



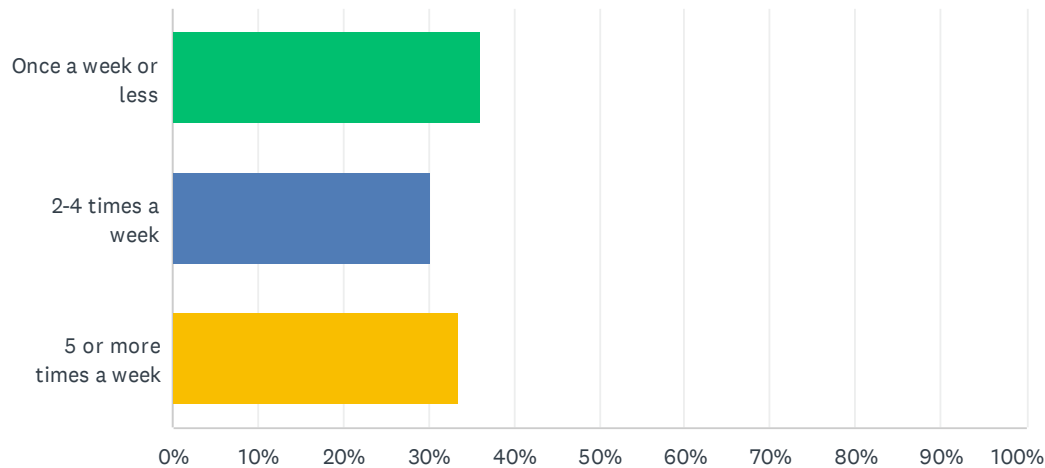
ANSWER CHOICES	RESPONSES	
Sonoma County Airport Station	13.62%	47
Santa Rosa North Station	7.25%	25
Santa Rosa Downtown Station	18.26%	63
Rohnert Park Station	5.80%	20
Cotati Station	6.38%	22
Petaluma Downtown Station	27.54%	95
Novato San Marin Station	2.03%	7
Novato Downtown Station	9.57%	33
Novato Hamilton Station	3.77%	13
Marin Civic Center Station	13.04%	45
San Rafael Station	31.88%	110
Larkspur Station	40.87%	141
Total Respondents: 345		

Q7 What is your final destination? (be specific, place of work, school, or recreation)

Answered: 333   Skipped: 24

Q8 How often would you like to ride SMART?

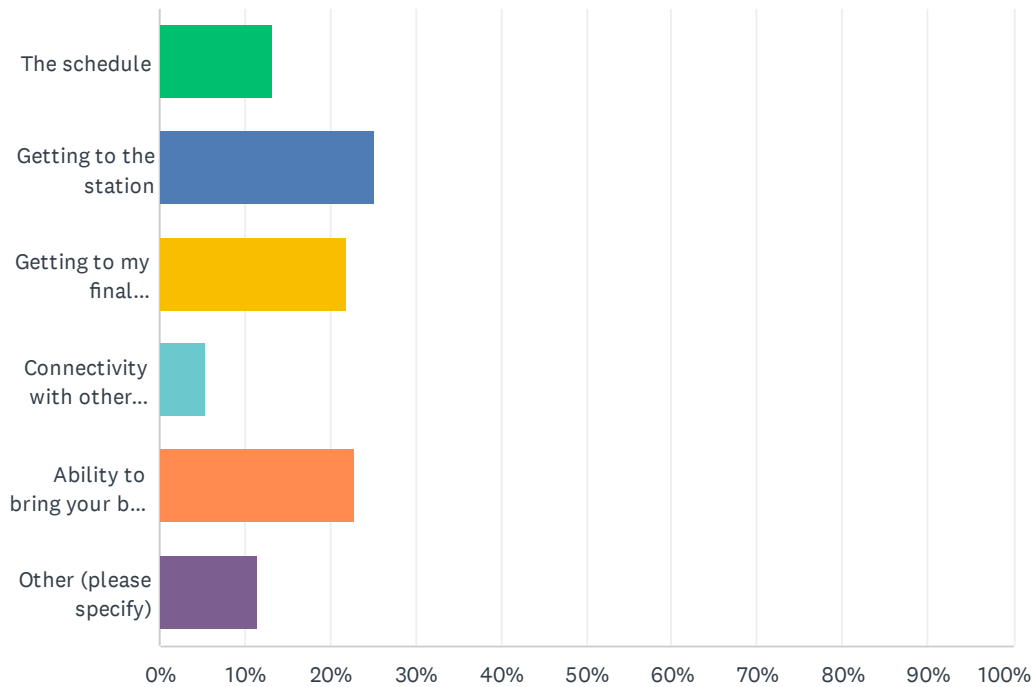
Answered: 349    Skipped: 8



ANSWER CHOICES	RESPONSES	
Once a week or less	36.10%	126
2-4 times a week	30.37%	106
5 or more times a week	33.52%	117
TOTAL		349

## Q9 What is working well?

Answered: 338 Skipped: 19



ANSWER CHOICES	RESPONSES	
The schedule	13.31%	45
Getting to the station	25.15%	85
Getting to my final destination	21.89%	74
Connectivity with other transit	5.33%	18
Ability to bring your bike on board	22.78%	77
Other (please specify)	11.54%	39
TOTAL		338

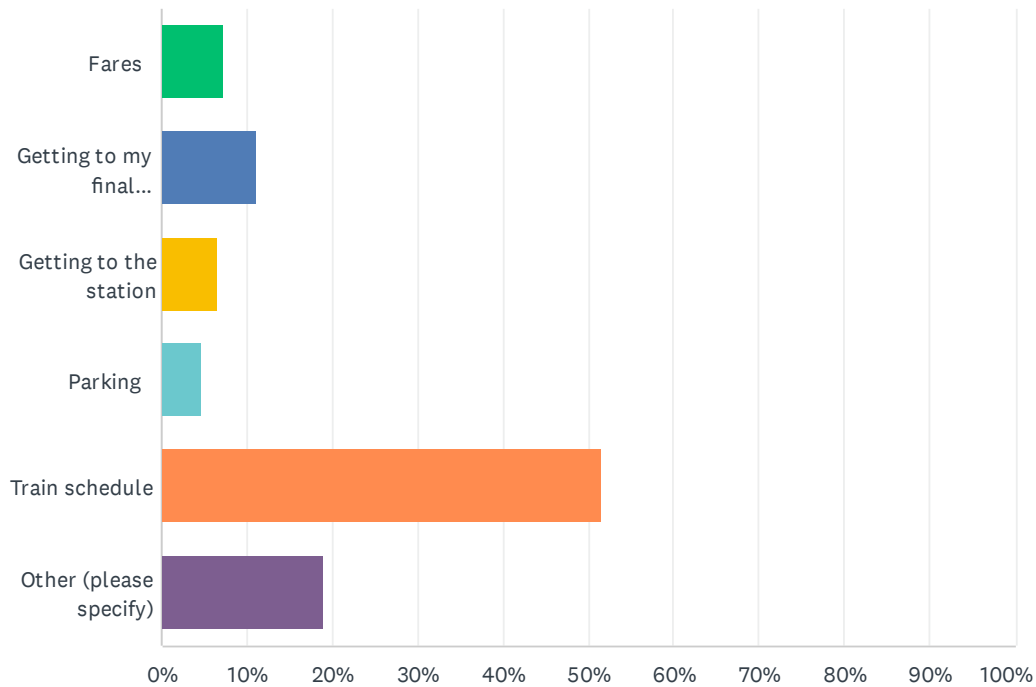


## Q10 What do you find valuable about SMART?

Answered: 314 Skipped: 43

## Q11 What is the single biggest obstacle to you riding the train?

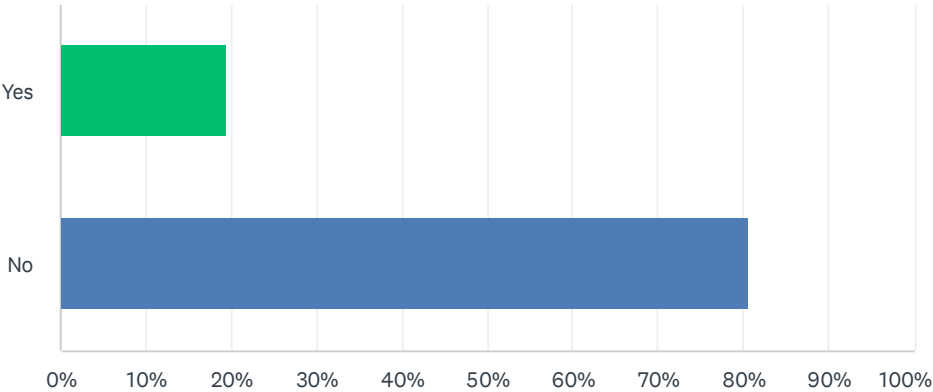
Answered: 349 Skipped: 8



ANSWER CHOICES	RESPONSES	
Fares	7.16%	25
Getting to my final destination	11.17%	39
Getting to the station	6.59%	23
Parking	4.58%	16
Train schedule	51.58%	180
Other (please specify)	18.91%	66
TOTAL		349

Q12 Is the \$2.00 per day/\$20 per month parking fee an obstacle to you riding the train?

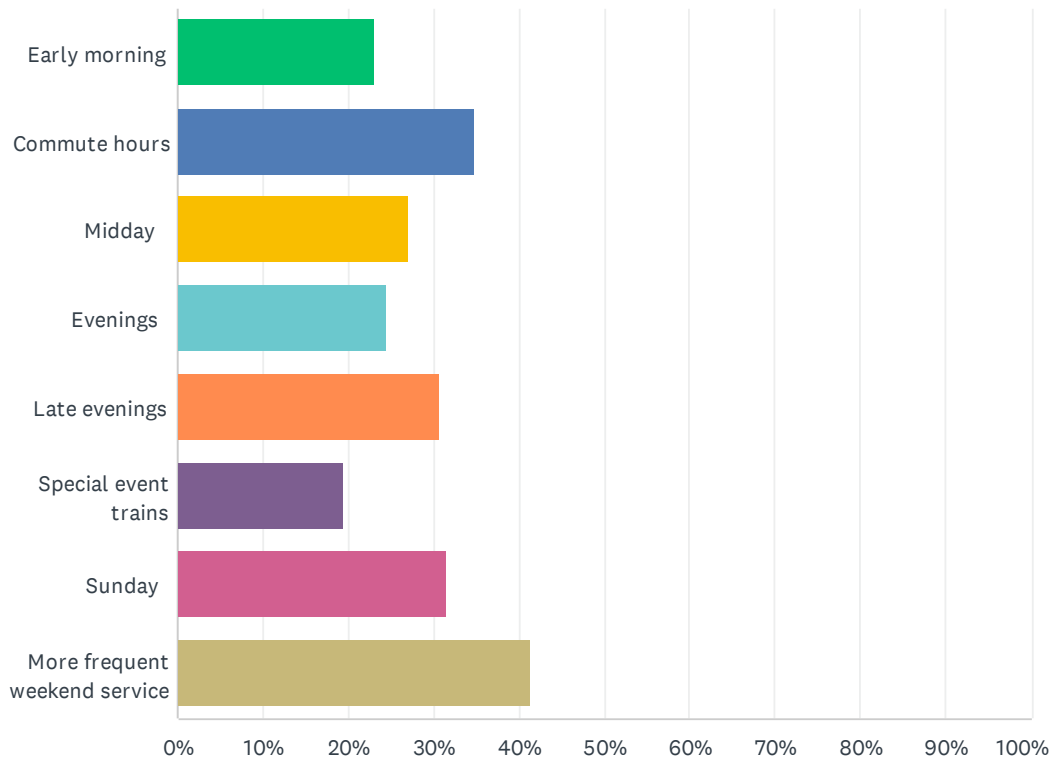
Answered: 340    Skipped: 17



ANSWER CHOICES		RESPONSES	
Yes		19.41%	66
No		80.59%	274
TOTAL			340

### Q13 What additional service times should SMART prioritize? (select up to 3)

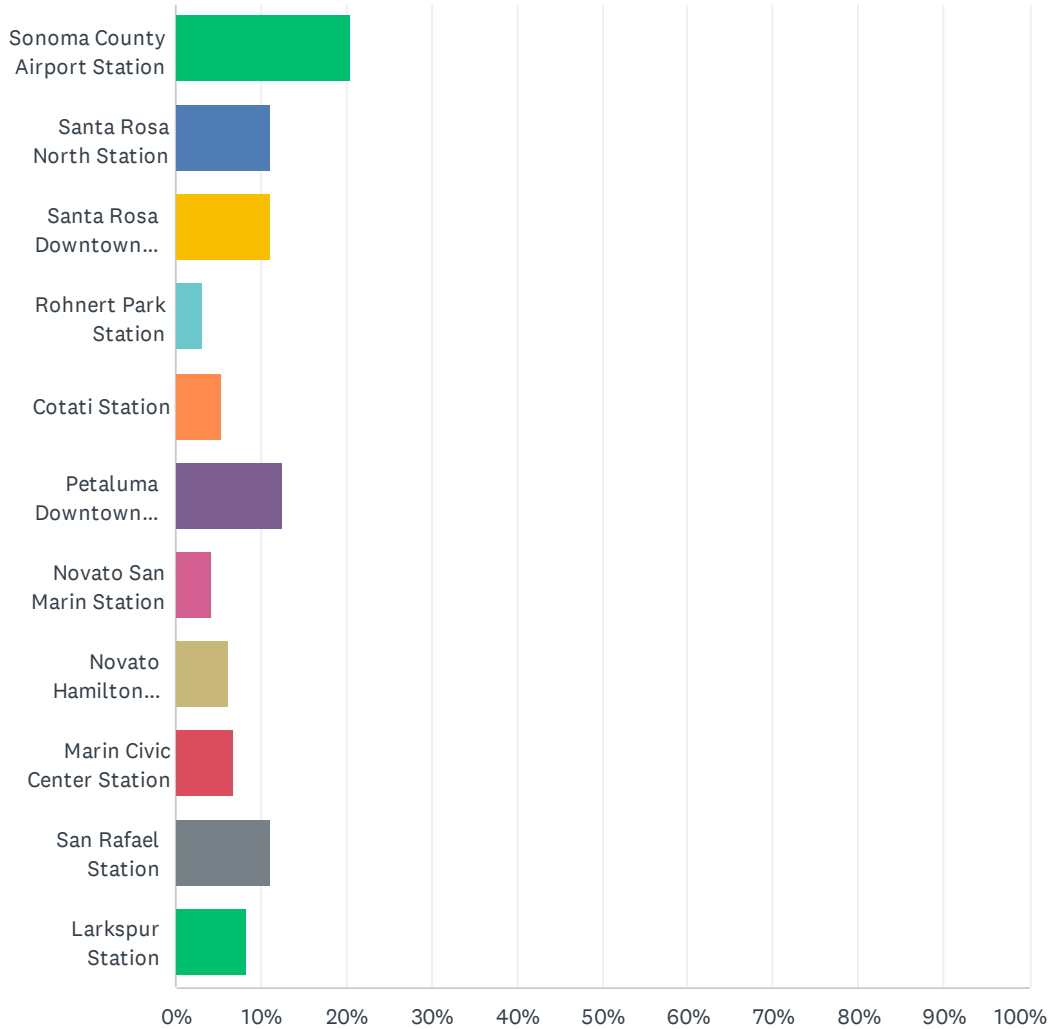
Answered: 346 Skipped: 11



ANSWER CHOICES	RESPONSES	
Early morning	23.12%	80
Commute hours	34.68%	120
Midday	27.17%	94
Evenings	24.57%	85
Late evenings	30.64%	106
Special event trains	19.36%	67
Sunday	31.50%	109
More frequent weekend service	41.33%	143
Total Respondents: 346		

## Q14 When it comes to bicycle access which station needs improvements the most?

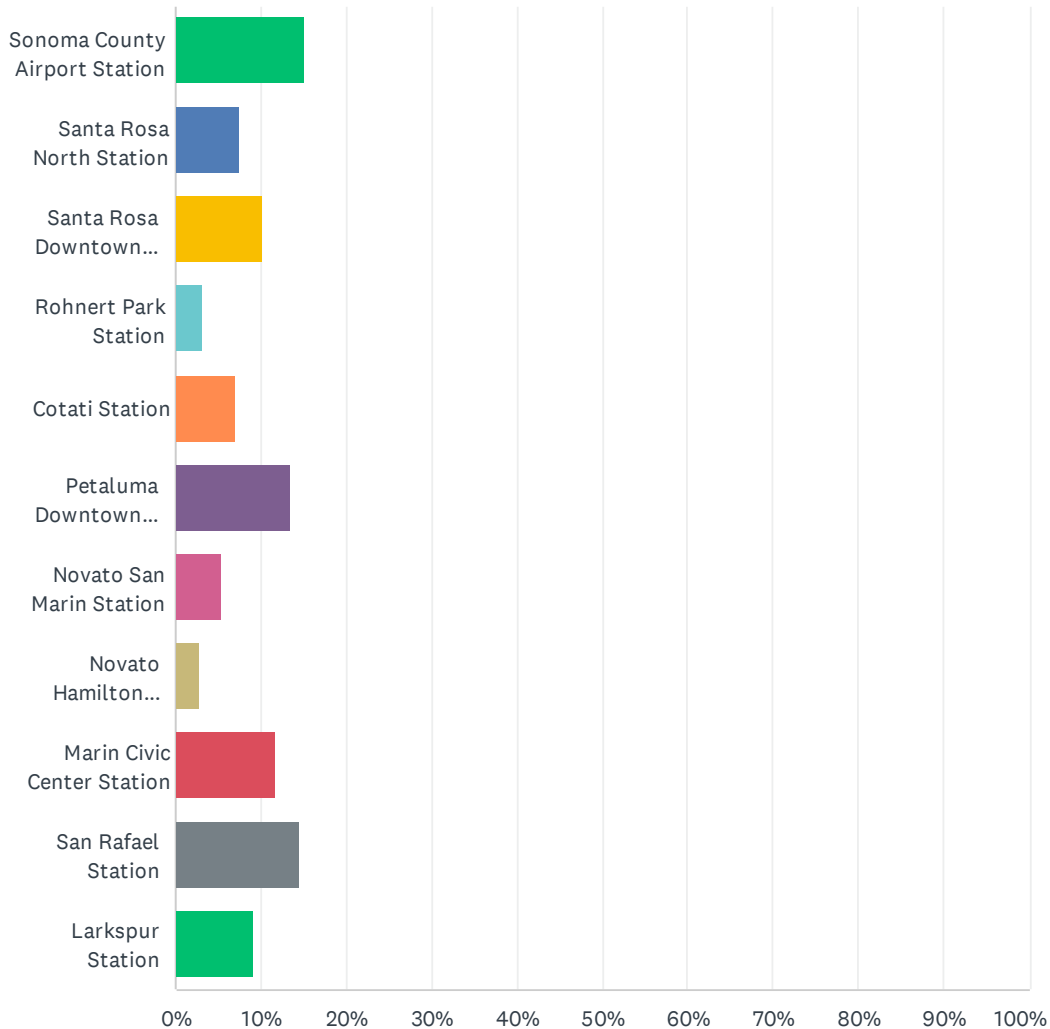
Answered: 191 Skipped: 166



ANSWER CHOICES	RESPONSES	
Sonoma County Airport Station	20.42%	39
Santa Rosa North Station	10.99%	21
Santa Rosa Downtown Station	10.99%	21
Rohnert Park Station	3.14%	6
Cotati Station	5.24%	10
Petaluma Downtown Station	12.57%	24
Novato San Marin Station	4.19%	8
Novato Hamilton Station	6.28%	12
Marin Civic Center Station	6.81%	13
San Rafael Station	10.99%	21
Larkspur Station	8.38%	16
TOTAL		191

## Q15 When it comes to bicycle parking which station needs improvements the most?

Answered: 186 Skipped: 171

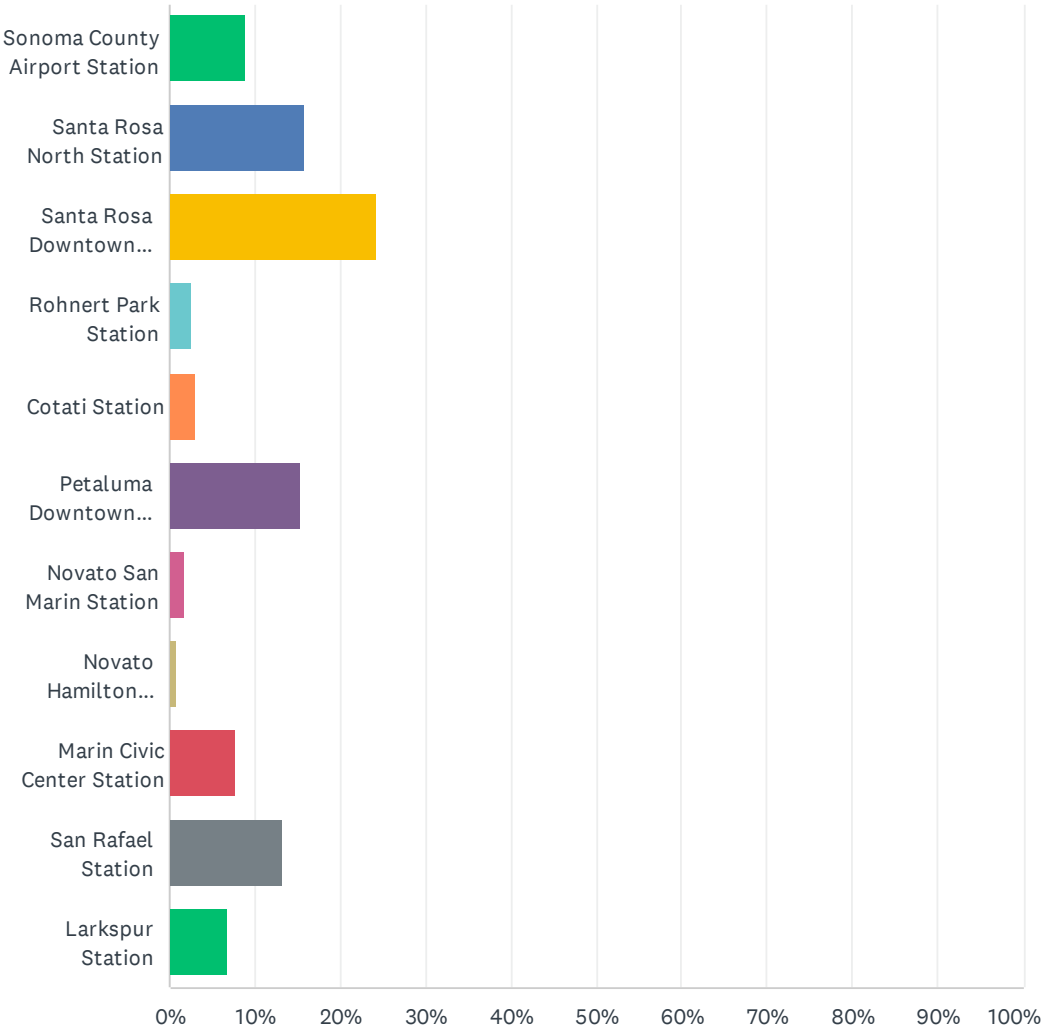


ANSWER CHOICES	RESPONSES	
Sonoma County Airport Station	15.05%	28
Santa Rosa North Station	7.53%	14
Santa Rosa Downtown Station	10.22%	19
Rohnert Park Station	3.23%	6
Cotati Station	6.99%	13
Petaluma Downtown Station	13.44%	25
Novato San Marin Station	5.38%	10
Novato Hamilton Station	2.69%	5
Marin Civic Center Station	11.83%	22
San Rafael Station	14.52%	27
Larkspur Station	9.14%	17
TOTAL		186



Q16 When it comes to auto parking which station needs improvements the most?

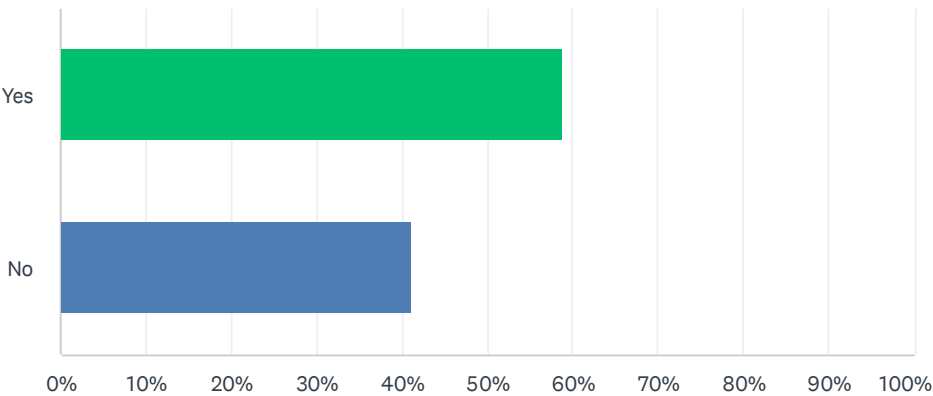
Answered: 235 Skipped: 122



ANSWER CHOICES	RESPONSES	
Sonoma County Airport Station	8.94%	21
Santa Rosa North Station	15.74%	37
Santa Rosa Downtown Station	24.26%	57
Rohnert Park Station	2.55%	6
Cotati Station	2.98%	7
Petaluma Downtown Station	15.32%	36
Novato San Marin Station	1.70%	4
Novato Hamilton Station	0.85%	2
Marin Civic Center Station	7.66%	18
San Rafael Station	13.19%	31
Larkspur Station	6.81%	16
TOTAL		235

Q17 If an on-demand shuttle were available would you use it?

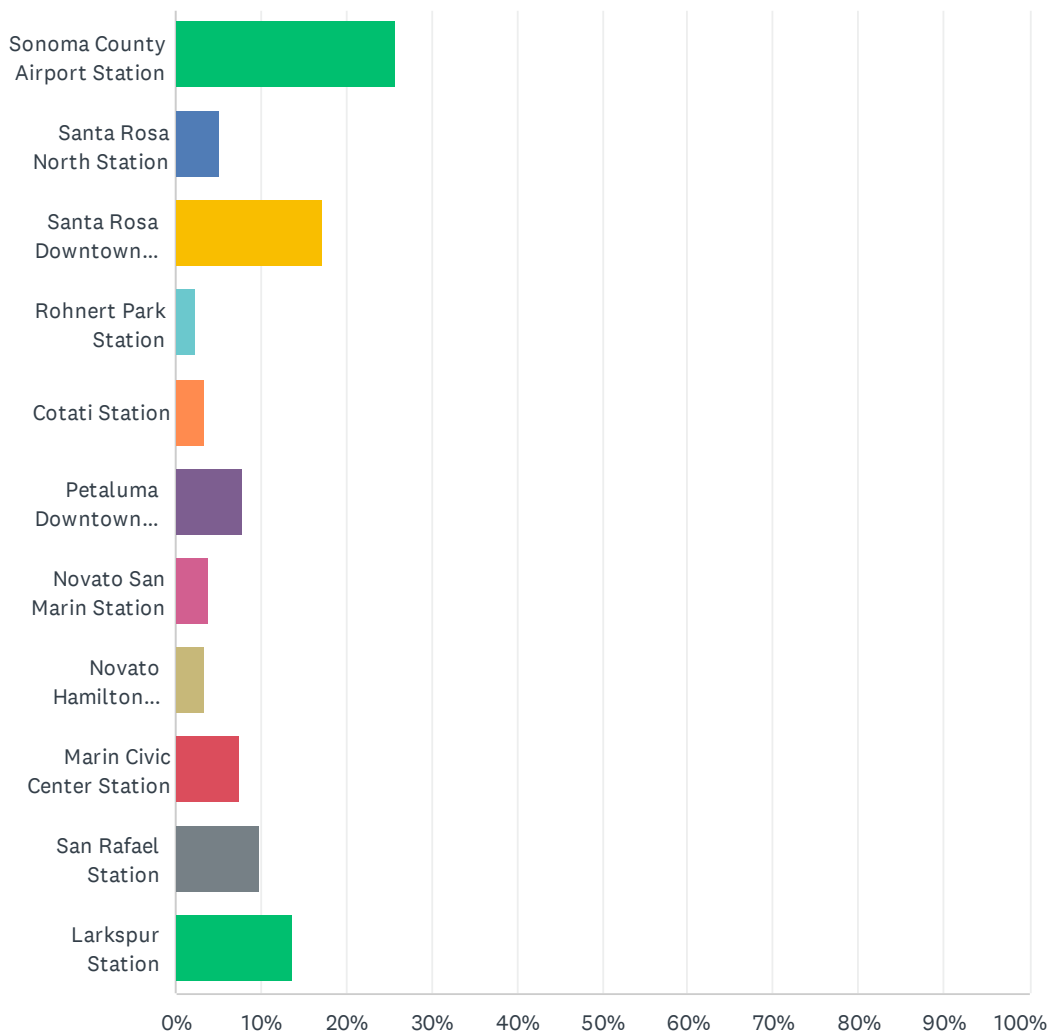
Answered: 326    Skipped: 31



ANSWER CHOICES	RESPONSES	
Yes	58.90%	192
No	41.10%	134
TOTAL		326

## Q18 If you would use an on-demand shuttle service which station needs it most?

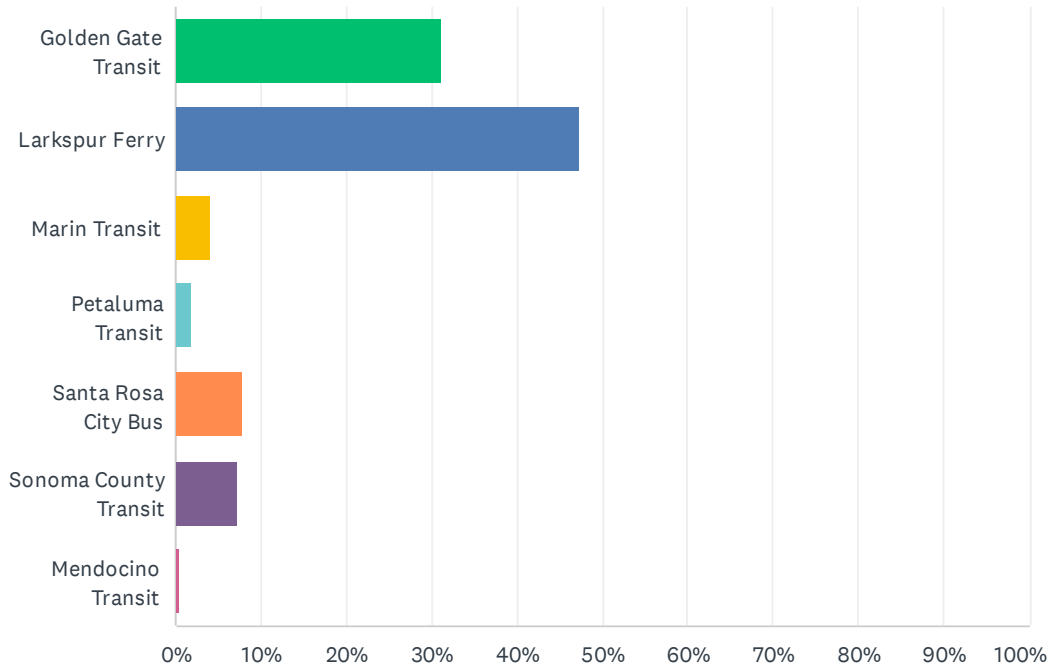
Answered: 256 Skipped: 101



ANSWER CHOICES	RESPONSES	
Sonoma County Airport Station	25.78%	66
Santa Rosa North Station	5.08%	13
Santa Rosa Downtown Station	17.19%	44
Rohnert Park Station	2.34%	6
Cotati Station	3.52%	9
Petaluma Downtown Station	7.81%	20
Novato San Marin Station	3.91%	10
Novato Hamilton Station	3.52%	9
Marin Civic Center Station	7.42%	19
San Rafael Station	9.77%	25
Larkspur Station	13.67%	35
TOTAL		256

## Q19 In addition to SMART which transit services do you use?

Answered: 251 Skipped: 106



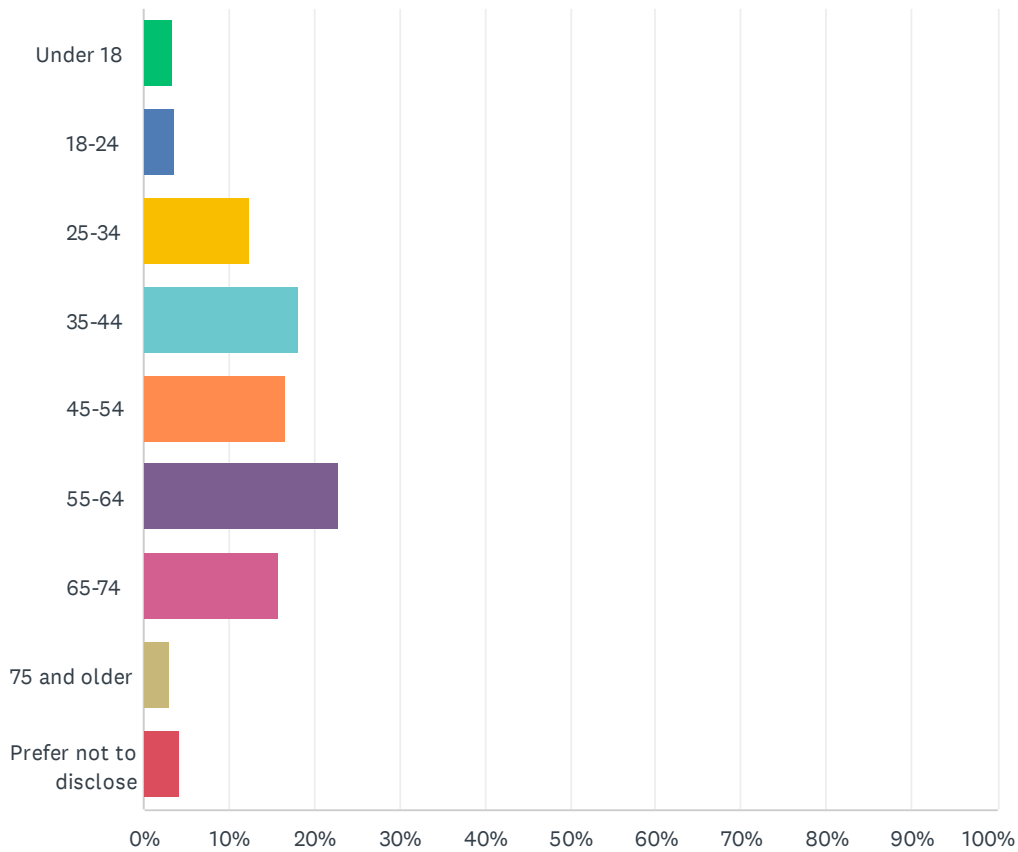
ANSWER CHOICES	RESPONSES	
Golden Gate Transit	31.08%	78
Larkspur Ferry	47.41%	119
Marin Transit	3.98%	10
Petaluma Transit	1.99%	5
Santa Rosa City Bus	7.97%	20
Sonoma County Transit	7.17%	18
Mendocino Transit	0.40%	1
TOTAL		251

## Q20 Is there anything else you would like to share with us about riding SMART?

Answered: 260 Skipped: 97

## Q21 Age - Optional

Answered: 330 Skipped: 27

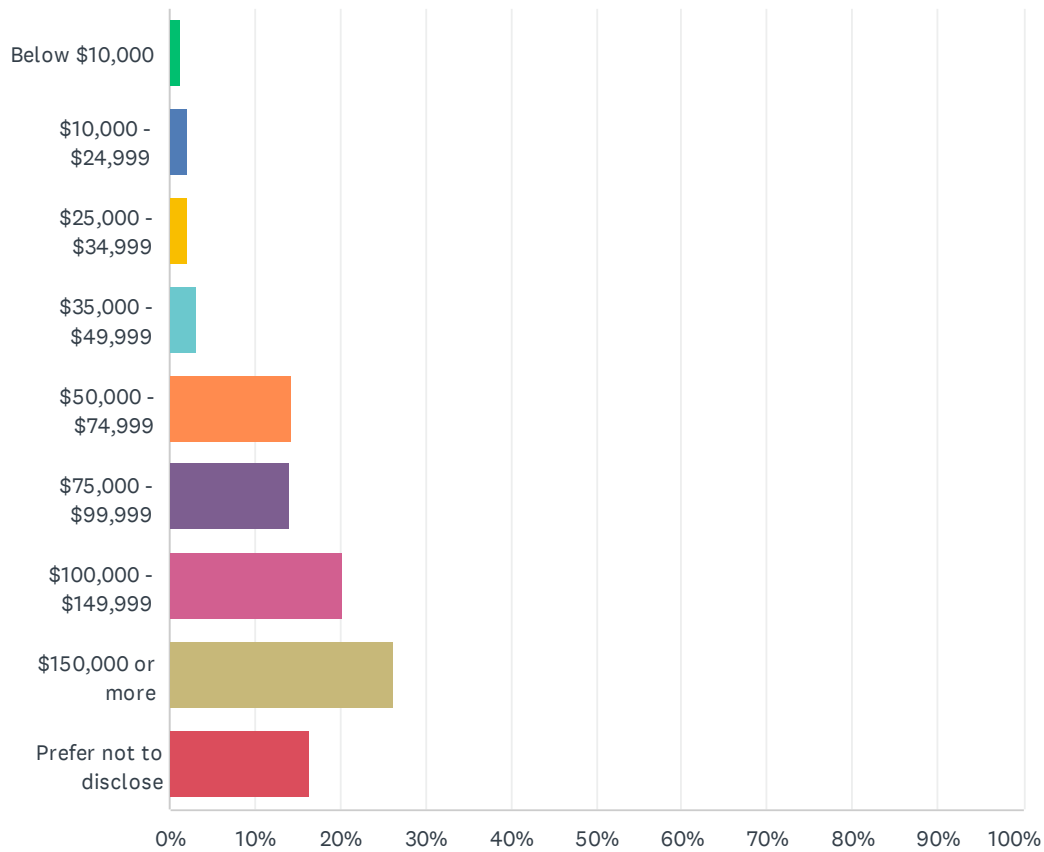


ANSWER CHOICES	RESPONSES	
Under 18	3.33%	11
18-24	3.64%	12
25-34	12.42%	41
35-44	18.18%	60
45-54	16.67%	55
55-64	22.73%	75
65-74	15.76%	52
75 and older	3.03%	10
Prefer not to disclose	4.24%	14
<b>TOTAL</b>		<b>330</b>



## Q22 Annual Household Income - Optional

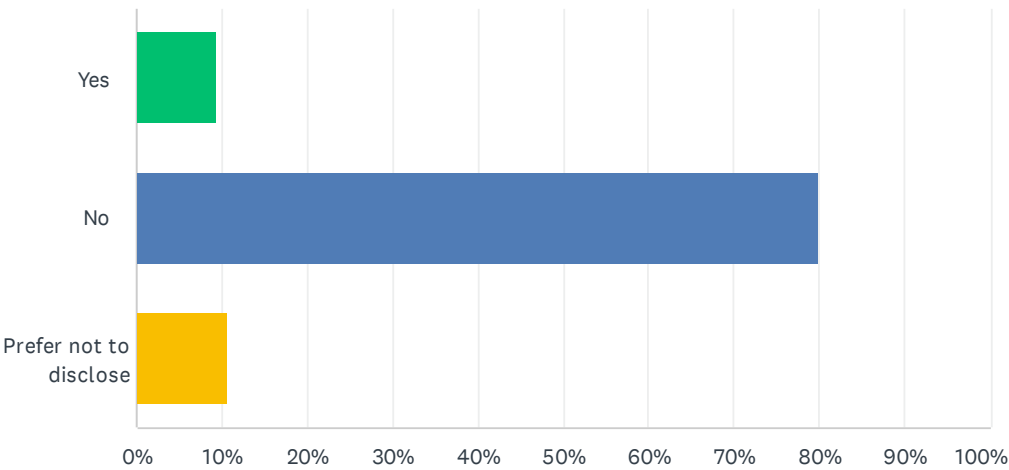
Answered: 321 Skipped: 36



ANSWER CHOICES	RESPONSES	
Below \$10,000	1.25%	4
\$10,000 - \$24,999	2.18%	7
\$25,000 - \$34,999	2.18%	7
\$35,000 - \$49,999	3.12%	10
\$50,000 - \$74,999	14.33%	46
\$75,000 - \$99,999	14.02%	45
\$100,000 - \$149,999	20.25%	65
\$150,000 or more	26.17%	84
Prefer not to disclose	16.51%	53
TOTAL		321

Q23 Are you of Hispanic, Latino, or Spanish origin? - Optional

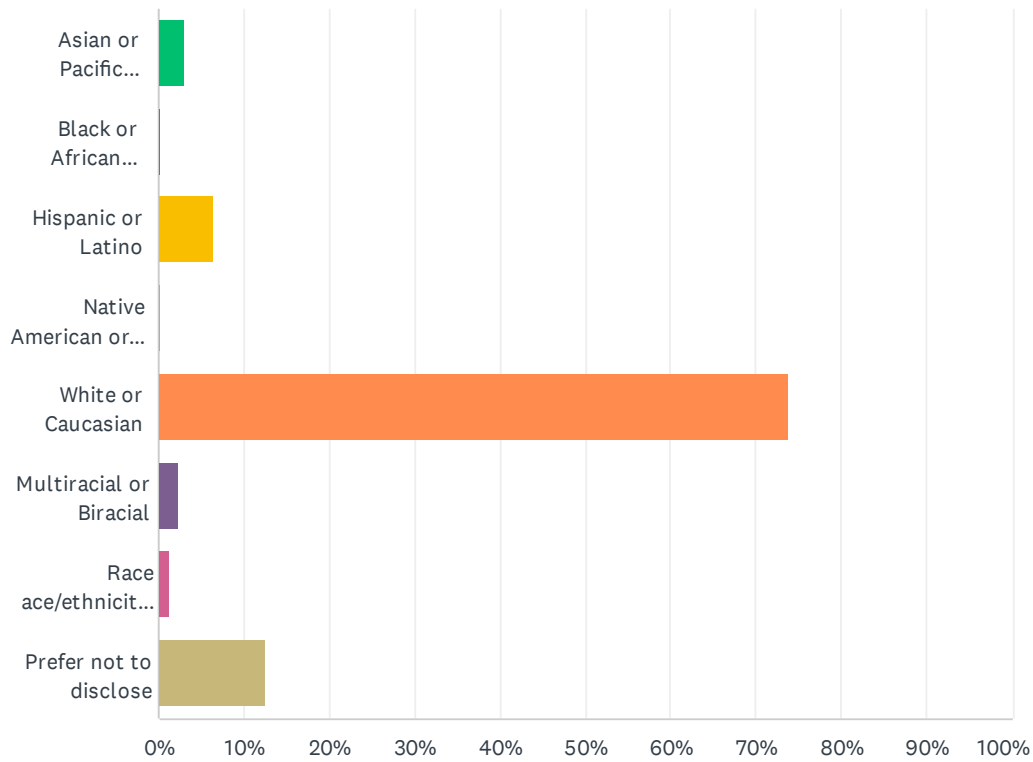
Answered: 330    Skipped: 27



ANSWER CHOICES		RESPONSES	
Yes		9.39%	31
No		80.00%	264
Prefer not to disclose		10.61%	35
TOTAL			330

## Q24 How would you describe yourself? - Optional

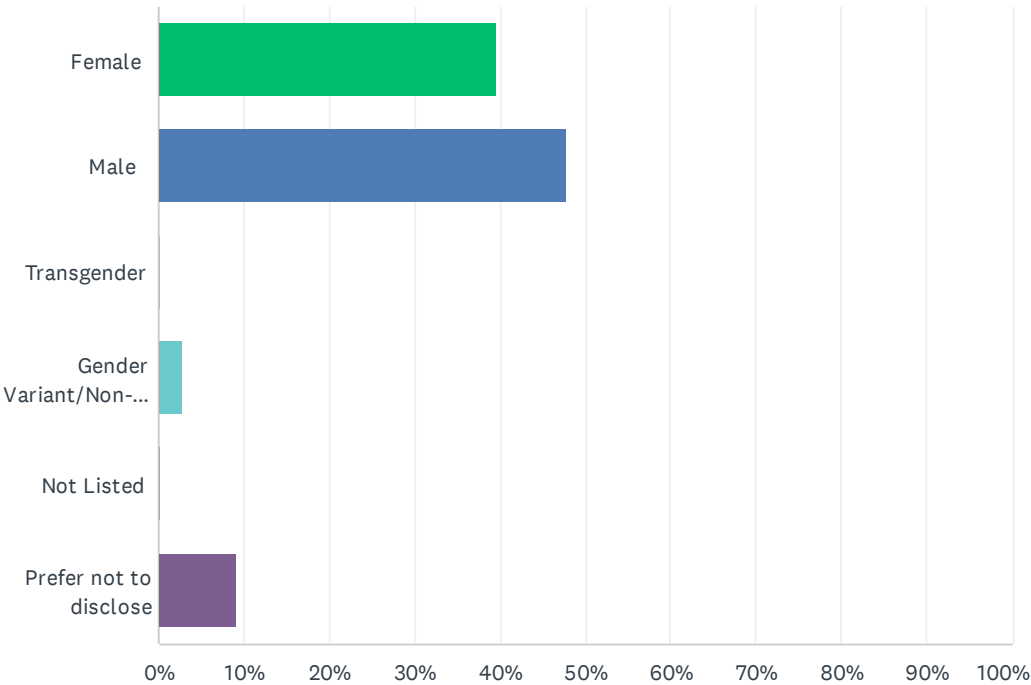
Answered: 328 Skipped: 29



ANSWER CHOICES	RESPONSES	
Asian or Pacific Islander	3.05%	10
Black or African American	0.30%	1
Hispanic or Latino	6.40%	21
Native American or Alaskan Native	0.30%	1
White or Caucasian	73.78%	242
Multiracial or Biracial	2.44%	8
Race ace/ethnicity not listed here	1.22%	4
Prefer not to disclose	12.50%	41
<b>TOTAL</b>		<b>328</b>

Q25 To which gender identity do you most identify? - Optional

Answered: 328    Skipped: 29



ANSWER CHOICES	RESPONSES	
Female	39.63%	130
Male	47.87%	157
Transgender	0.30%	1
Gender Variant/Non-Conforming	2.74%	9
Not Listed	0.30%	1
Prefer not to disclose	9.15%	30
TOTAL		328



July 20, 2022

**David Rabbitt, Chair**  
Sonoma County Board of Supervisors

**Barbara Pahre, Vice Chair**  
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Highway/Transportation District

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

**SUBJECT:** Special Giants Game Service

Dear Board Members:

**RECOMMENDATIONS:**

Approve additional service for the remainder of the San Francisco Giants season to meet the Golden Gate Ferry service from Oracle Park

**SUMMARY:**

SMART recommends adding service to meet the ferry returning from the Giants game at Oracle Park for the remainder of the season. SMART ran special Giants game service on June 12<sup>th</sup> and June 26<sup>th</sup>. This service was well received by the community and increased ridership. Based on this success, Staff recommends continuing the service. SMART service will focus exclusively on Sunday 1:05 PM games. There are five remaining regular season games scheduled in 2022. Staff also recommends providing service during any post season games held on Sundays at 1:05 PM.

The June 12<sup>th</sup> and 26<sup>th</sup> special service trains carried an average of 70 riders. The regularly scheduled trains also saw an increase, with the 9:31am train Southbound carrying three times the average number of riders, and the 7:30pm Northbound train, which follows the special service, carrying a 23% increase over the average Sunday boardings.

As a reminder, Golden Gate runs a special Giants Ferry service from Larkspur Ferry Terminal for the season. The ferry departs one hour and 30 minutes before the first pitch and drops passengers off at Oracle Park. The ferry departs Oracle 30 minutes after the last out.

The weekend Giants games are 1:05pm, 4:15pm, or 7:15pm. The variation in length of baseball games requires flexibility with return transit services, as the ferry and train must hold for an unknown period of time following the game. Current budgeted SMART staffing levels and labor contracts do not permit the train to hold for the return trips for the 4:15pm and 7:15pm games. However, the 1:05pm game return can be served by the addition of a special train, departing Larkspur at approximately 6:20pm (or 30 minutes after ferry arrival). The trip to the 1:05pm Giants game can be served with existing southbound 9:31am, getting to Larkspur at 10:50am, with a 45-minute transfer; Golden Gate recommends that passengers arrive 45 minutes prior to the ferry departure.

Staff recommends continuing to utilize our existing fare structure for this pilot service. Special Giants Ferry tickets (\$15.50 adult one way) must be pre-purchased online and often sell out. SMART riders should use the regular Clipper or Mobile App fares, as the “Rail and Sail” discount will not apply to the special Giants ferry service.

The Giants have done a targeted email to North Bay ticketholders to promote the integrated train-to-ferry service on those days. SMART staff is also marketing the service to existing and future riders.

SMART and Golden Gate Ferry are excited to offer this coordinated service to the public, to make traveling to Giants games more convenient and stress-free. North Bay residents will be able to travel car-free from their closest SMART station to the Marina Gate at Oracle Park, avoiding traffic and the hassle of parking (\$50 in stadium area).

**FISCAL IMPACT:** The addition of a special one-way train from Larkspur to Sonoma County Airport to meet the post-game return ferry costs SMART an additional \$2,400 per trip. This cost is offset by the amount of fares collected.

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

Respectfully,

/s/  
Emily Betts  
Principal Planner



July 20, 2022

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

**SUBJECT:** Sonoma County Airport Station Shuttle

Dear Board Members:

**RECOMMENDATIONS:** Information/Discussion

**SUMMARY:**

First-last mile connections to the SMART stations are a key component of the success of the commuter rail system. Riders need a convenient and safe way to travel from their homes to the station, and then on to their final destination. First-last mile solutions range from providing automobile parking to bike-share, scooter-share, bike parking, convenient bus connections, and on-demand services. All of these components are needed to provide multimodal and flexible travel options. This memo presents information on a potential on-demand shuttle at the Sonoma County Airport Station to provide a first-last mile connection between the SMART station, Airport Terminal, and surrounding destinations.

**BACKGROUND**

The Sonoma County Airport SMART Station is 1.2 miles from the Airport Passenger Terminal. SMART riders attempting to make this connection are currently required to walk, call a taxi/Uber/Lyft, or take the Sonoma County Transit Route 62, which provides limited service to the station.

The Airport is currently seeing record numbers of passengers, 40% higher than pre-COVID boardings, and is now hosting 5 commercial airlines. As part of the County of Sonoma, the Airport is working to reduce carbon emissions to meet the County's sustainability goals and is supportive of improved transit service to the Airport. Within a 1-mile walk, bike, or drive of the Sonoma County Airport Station, there are 310 businesses with over 3,000 employees, and over 1,000 residents. With SMART now running 36 trips per weekday, Airport travel at an all-time high, tourism rebounding, and employment continuing to grow in the Airport area, there is great potential for an Airport Area Shuttle to provide a convenient connection for both tourists and commuters. This area is part of the County's Airport Area Specific Plan, which is currently in the process of being updated.

## **MICROTRANSIT**

Over the last decade, evolving technology and the proliferation of smartphones has changed the transportation industry as on-demand services such as Uber and Lyft offer more flexibility and efficiency. This same technology has been adapted to use in public transit and is known as “microtransit” service. While traditional public transit picks up passengers at set stops and times (“fixed route”), it is most successful in urban environments with walkable streets and higher densities. Microtransit typically uses small-scale vehicles like shuttles, minibuses, or regular cars to deliver transportation to the public. It can be operated on-demand or on a fixed-route model. On-demand microtransit or demand-responsive transit means that vehicles are only dispatched when there is a ride request.

An automated platform takes into account specific rider-needs based on their profile and can field demands in real-time, as well as integrate scheduled trip requests simultaneously. This way of booking, scheduling, and dispatching on-demand transit is in-line with our modern expectations established by the ride-hailing innovators. It is more convenient and user-friendly than traditional demand-responsive transit where riders must call in a trip request (typically at least 1-7 days in advance) that gets batched and assigned to designated driver shifts through a set manifest.

Riders request microtransit through smartphone apps or through a call center and will get an estimate of their pickup time nearly instantaneously. The operational platform’s algorithm analyzes all requests against available fleets and dispatches trips dynamically to the most efficient option, pooling people onto the same vehicle along the way. The routing is automated, flexible and efficient – with features like digital payment, seat reservations, and live traffic updates. Passengers can usually catch a ride from wherever they request the trip or a “virtual bus stop” to avoid detours and get a more efficient service.

## **SMART-AIRPORT SHUTTLE**

Microtransit or on-demand transit can take a variety of forms, depending on the needs of the area. For the proposed Airport Shuttle, there are two primary destinations which would serve as the anchor points of a shuttle: the SMART station and the Airport Terminal. Riders connecting between the train and airport need to have confidence that they will make their train or flight. Therefore, a purely on-demand microtransit service is not recommended for this area. However, a flex-demand model is possible, using the ride-hailing software, which allows for a fixed timepoint schedule at the Airport and SMART station, and flexible stops in between to serve the surrounding area. These on-demand “virtual” stops would serve commuters to the Airport Area business parks, local residents, passengers traveling to the Veteran’s Affairs Clinic, and other destinations. SMART riders arriving at the Airport Station would see a branded vehicle waiting just outside the station and the Airport would have a clearly designated stop just outside the terminal.

Due to the anticipated demand from travelers with luggage, and small groups, a larger vehicle such as a cutaway or small bus is recommended for this location, rather than a minivan. Microtransit services which rely on small vehicles can face capacity issues, and limited vehicle supply can create reliability challenges for the rider. Branding of the vehicle and service is also crucial for marketing and recognition.



The initial operating span is estimated to be 8:00am – 6:00pm, seven days per week. Based on the current flight schedule, this timespan would cover over 75% of flights arriving or departing at Sonoma County Airport. Service hours could be expanded in the future as demand warrants. The shuttle fare would be integrated into the existing fare payment platforms and would be free for passengers transferring to SMART and \$1.50 for other riders.

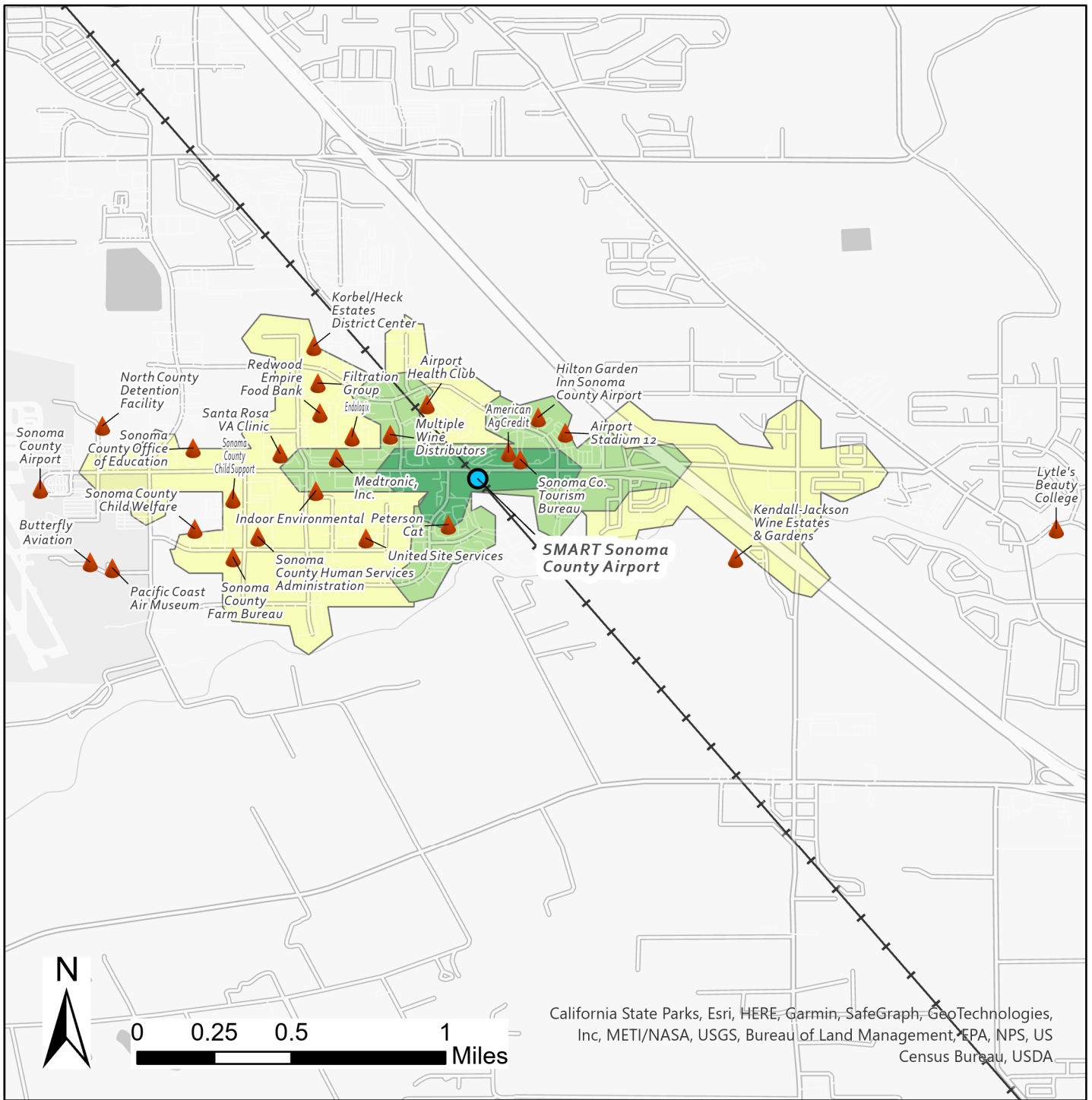
Based on the direction from the Board, the next step to pursue an on-demand transit service at this station is for staff are to issue Requests for Proposals for both the microtransit software and the service provision, separately. The service may ultimately be provided by a private contractor (through an award of a competitively bid RFP) or by a public transit partner (through an interagency agreement). The goal is to create a scalable model that can be adapted for microtransit or on-demand shuttle provision at other SMART stations. While each station area will have slightly different needs, SMART hopes to create a successful program that can meet the first-last mile demands unique to each station.

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

Respectfully,

      /s/        
Emily Betts  
Principal Planner

Attachment(s): Airport Area Map



## EMPLOYMENT AND DESTINATIONS

## SONOMA COUNTY AIRPORT STATION

- SMART Station
- ▲ Employers / Destinations
- +— Main Line Track
- Service Areas
  - 1/4 mile service area
  - 1/2 mile service area
  - 1 mile service area



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**Eddy Cumins**  
General Manager

July 20, 2022

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

**SUBJECT:** Sonoma County Civil Grand Jury Report

Dear Board Members:

**RECOMMENDATIONS:**

Review and discuss Sonoma County Civil Grand Jury report received June 14, 2022.

**SUMMARY:**

On June 14, 2022, The Sonoma County Civil Grand Jury released a report on SMART entitled "SMART Decision Making, Citizen Feedback is Critical for Success." The report consists of 18 findings and 11 recommendations. The purpose of this agenda item is to review the report's findings/recommendations and discuss the collective response from the SMART Board of Directors.

Very truly yours,

/s/

Eddy Cumins  
General Manager

Attachment(s): Sonoma County Grand Jury Report – SMART Decision Making  
– *Citizen Feedback is Critical for Success*

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# SMART Decision Making

## *Citizen Feedback is Critical for Success*

### SUMMARY

The Sonoma-Marín Area Rail Transit (SMART) District (District) was established by [state legislation](#) in 2002 to form a passenger rail system. [Measure Q](#) of 2008 provided twenty years of funding by taxpayers and established the structure of the organization, with a Board of Directors (BOD), General Management, and a [Citizens Oversight Committee](#) (COC). Through Measure Q, the District received the proceeds of a quarter-cent sales tax that could be used to solicit a war chest of bond funding. That is, projected tax revenue could be used to back a bond issue and immediately obtain a large amount of funding to design, construct, and operate a passenger rail service along the Highway 101 corridor through a significant portion of Marin and Sonoma Counties.

The Measure, as many came to recognize, was passed at the outset of the “Great Recession.” Consequently, sales tax revenues fell short of Measure Q expectations, and the District was unable to obtain anticipated funding that would permit the construction and operation of the entire vision. Therefore, the District’s BOD opted to build out in phases—delaying the start of passenger service and the completion of the full system. When passenger service finally began in 2017, it was negatively impacted by a series of wildfires and floods in the District that added to the stresses of opening the service—all of which affected ridership to some extent. And then came the unimaginable: COVID-19. Ridership plummeted during the pandemic brought on by COVID-19, dropping fare revenue to a fraction of projections. The District could not have foreseen or planned for this series of unfortunate events, but they powered on in determination to deliver the vision of passenger service.

In 2018, while SMART was still developing infrastructure and working to recapture ridership, the State offered to pay SMART to take on the freight services of the financially strapped [North Coast Railroad Authority](#) (NCRA), which regulated a small private freight operation in the region. The State’s offer included payment for the outstanding obligations of the NCRA, provided for a hiking trail along a scenic part of the route, and gave SMART both freight transport assets and extended control of freight operation along lines to the east and north of SMART’s existing route along the Highway 101 corridor.

The BOD voted to accept the State’s offer on freight service in 2020, despite having no prior freight experience or staff to develop the business, and with no input from the COC. SMART began consolidating that business, using outside operational resources at first and working on expanding it into a profitable—or at least a break-even—financial venture. Then the BOD took an unusual and aggressive step in closing a locally unpopular activity of the prior freight owner: a highly profitable storage operation for liquefied petroleum gas (LPG) tank cars in Schellville. This action responded to requests from Sonoma Valley residents who reported concerns about possible environmental contamination. Still, the action left the freight business in a money-losing situation from the outset and was done with no proposed alternative to cover the lost revenue.

Immediately before the consideration of freight, SMART placed Measure I, a sales tax extension, on the March 2020 ballot. This measure sought to extend the quarter-cent sales tax funding into

2059 in order to renegotiate or re-issue bond funding. SMART suffered a defeat at the ballot box. The failed tax measure left SMART with unsettled finances and having to determine service and build-out reductions or delays. This failed tax measure was generally attributed to the public's lack of confidence in the SMART operation which was itself attributed to a lack of transparency and communication. SMART began to hold periodic "[Listening Sessions](#)" to address these issues.

The 2021-2022 Sonoma County Civil Grand Jury (Grand Jury) reviewed how both the SMART BOD and the COC interacted with and listened to the public and believes that the public criticisms are valid. The Grand Jury proposes a set of changes to how the SMART BOD interacts with the public and how the BOD receives input from the public and advisory committees. The changes proposed are not new concepts, and similar ideas have been addressed in other forums. SMART's own BOD and COC have repeatedly acknowledged a disconnect between the voter expectations of oversight and the activities of the COC. The 2013-2014 Sonoma County Civil Grand Jury and the 2013-2014 Marin County Civil Grand Jury both recommended enhanced oversight and public input. These recommendations were [discounted in responses by the BOD](#). In 2020, prior to the vote for an extended sales tax levy, the League of Women Voters also made recommendations for enhanced oversight and public input. These recommendations, however, were never implemented.

The changes this Grand Jury proposes include a more defined and expanded role for the COC and/or the addition of committees to advise the BOD and make recommendations. These changes are intended to improve the BOD's responsiveness, transparency, and overall efficiency. In this report we recommend that the BOD clarify the definition of "citizen oversight" as noted in Measure Q.

Sonoma County has a large investment in the SMART system, and is developing community plans around the SMART stations. Any proposed citizens' oversight committees and advisory changes need to be implemented soon, as the financial clock is ticking. The County will not be well-served if the District does not achieve its charter or becomes insolvent.

In addition to this current community vision, SMART continues to be an entity of interest to the State. Discussions are underway to connect SMART's transit and freight services to routes in the East Bay and Capitol Corridor. Citizens should have a greater understanding of proposed plans with the ability to provide input before final decisions are made. SMART must also enhance its communication in general to improve its ability to successfully reintroduce tax funding prior to the expiration of Measure Q in 2029. The Grand Jury wishes to see SMART succeed far into the future, but greater interaction with citizens through a restructured COC and/or additional advisory committee(s), is recommended to win back the public's trust and facilitate that success in ridership and at the ballot box.

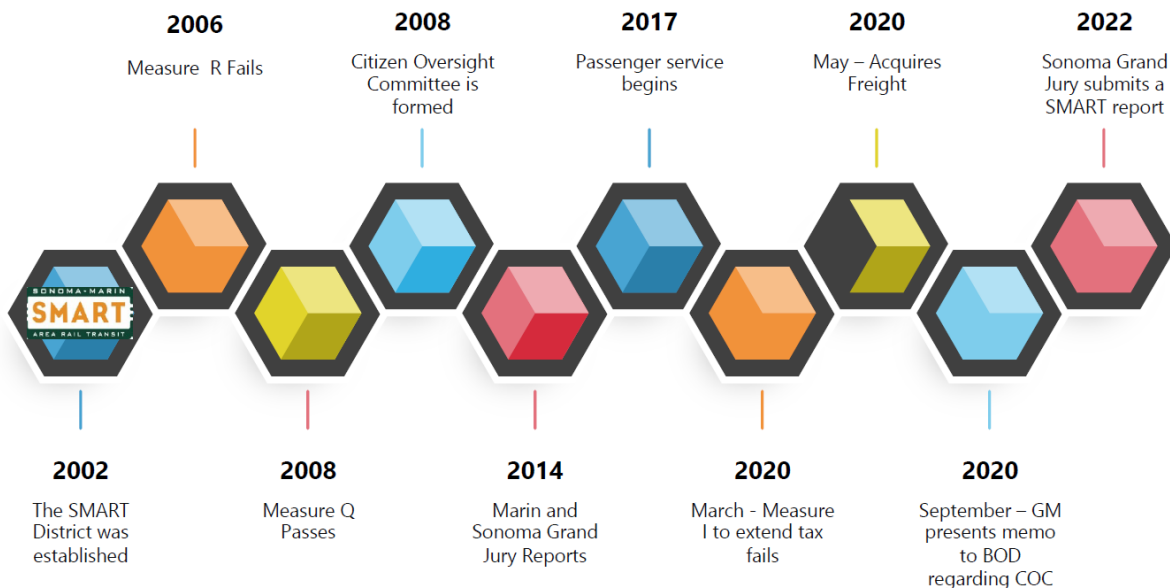
## GLOSSARY

- AB 2224 California Assembly Bill, "Sonoma-Marin Area Rail Transit District", which established a district to "own, operate, manage, and maintain a passenger rail system within the territory of the district"
- BOD SMART Train Board of Directors, with the members as defined in the District creation legislation
- COC Citizens Oversight Committee, formed by the BOD per the directives of the Measure Q Expenditure Plan of 2008

- District The Sonoma-Marín Area Rail Transit District
- Measure I Sonoma and Marin County Measure in 2020 to extend the funding of the SMART Railroad District to 2059 (Defeated)
- Measure Q Sonoma and Marin County Measure in 2008 to fund the SMART Railroad District for passenger rail service from 2009 through 2029 (Passed)
- Measure R Sonoma and Marin County Measure in 2006 to fund the SMART Railroad District with Sales Tax initiative (Defeated)
- NCRA North Coast Railroad Authority, a State-created entity established in 1989 to sustain and control the rail system in the North Coast region of California
- NWPCo Northwest Pacific Railroad Company, a privately owned freight rail company operating under the controls of NCRA
- SB 1029 California Senate Bill, “North Coast Railroad Authority Closure and Transition to Trails Act, which authorized SMART to expand into freight service
- SMART Sonoma-Marín Area Rail Transit

## BACKGROUND

A Citizen’s Complaint to the 2021–2022 Grand Jury served to initiate investigation into the SMART freight operation, which was established in 2020. During this investigation, the issue in the complaint was resolved, but the Grand Jury observed other matters related to the operation of SMART that are of public interest. Those matters became the focus in this investigation.



**Figure 1: SMART Timeline**

### 2002

The Sonoma-Marín Area Rail Transit District was established by state legislation on September 3, 2002 and became effective on January 1, 2003. Its original charter was the transportation of passengers and their incidental baggage. Its twelve-member BOD was specifically designed to be comprised of officials from Marin and Sonoma Counties, supplemented with two members



from the Golden Gate Bridge, Highway, and Transportation District. In addition to initial funding from Federal, State, and regional sources, the SMART Board sought to obtain additional funding through a sales tax measure.

## 2006-2008

In November 2006, Measure R, a sales tax increase was proposed to the voters. It was rejected by a close vote (65.3% in favor; 66.67% required for approval). In November, 2008, the SMART Board returned to the voters with Measure Q which was approved, providing a quarter-cent sales tax in both Marin and Sonoma Counties for twenty years.

### [Measure Q contained a 2008](#)

[Expenditure Plan](#), which was adopted by the SMART board. The Measure called for an annual financial report to include the status of any project authorized to be funded in the Plan, and the creation of a Strategic Plan to be updated at least every five years. The 2008 Expenditure Plan promised that a COC would be created. The Measure Q “Argument In Favor,” contained in the ballot materials, stated that taxpayers would be protected by independent citizens oversight and annual audits of funds spent.



**Figure 2:** SMART Station in Cotati

The 2008 Expenditure Plan outlines the role of the COC in exactly one sentence stating, “A Citizens Oversight Committee will be established by the SMART Board to provide input and review on the Strategic Plan and subsequent updates.” The only structure provided for the COC was, “The committee will be composed of citizens from the SMART District, appointed by the Board.” Those two sentences comprised the entire description of the COC within Measure Q.

## 2014

In 2014, both the Sonoma County and the Marin County Grand Juries produced reports on the SMART District. Both reports contained recommendations regarding citizen input and oversight of operations.

The 2013-2014 Sonoma County Grand Jury recommended appointment of an additional Citizen’s Advisory Committee and [more effective use of standing advisory committees](#) to provide comprehensive oversight on major policy issues. SMART responded that the BOD was competent to handle that, and the cost and burden were too high. SMART acknowledged that they would reconsider their position after implementing rider service, if warranted. The 2013-2014 Marin County Grand Jury recommended that the BOD establish an organizational structure and process for the COC to provide ongoing input concerning the Strategic Plan. SMART responded by stating they had already implemented this by following the process outlined in Measure Q. As stated above, Measure Q contains no such organizational structure or process details. The Marin Grand Jury also recommended appointment of an additional Citizen’s Advisory Committee, and SMART’s response was the same as their response to the Sonoma Grand Jury.

## **2017**

Full passenger service began August 25, 2017, which was a delay from the 2014 date anticipated with the passage of Measure Q.

The Grand Jury found no evidence that the BOD reconsidered its position on the COC.

## **2020**

In March, 2020 ballot Measure I proposed an extension of the current tax, scheduled to expire in 2029. The language of Measure I stated that the COC will continue to provide input and review the Strategic Plan. SMART also stated that the COC "...is composed of citizens from the SMART District, appointed by the Board for a specific term." In point of fact COC members are not appointed for specific terms, and many continue to hold their positions on the COC since its creation in 2008.

In the accompanying ballot material, the "Argument Against Measure I" stated that SMART had disagreed with almost all of the findings and recommendations of two Grand Jury reports (the 2013-2014 Sonoma Grand Jury and the 2013-2014 Marin Grand Jury reports). The "Argument Against Measure I" also stated that these rejected recommendations would have improved financial oversight and communication with the public. There was no rebuttal to this part of the Argument. Measure I failed for lack of a supermajority, with approval rates of only 52.3% in Sonoma County and 55.7% in Marin County.

In August 2020, the BOD held a listening session with the League of Women Voters representatives. Again, the BOD received recommendations to enhance community involvement and expand the role of the COC. Again, the BOD did not act on these independent recommendations.

On September 2, 2020, the SMART General Manager sent a memo to the BOD regarding the COC. The memo stated: "During our public discussion on the outcome of Measure I, your Board received feedback from both the public and members of the Citizens Oversight Committee (COC) about a change in the structure, scope of duties, membership and the frequency of the COC meetings." The memo contained a chart of Bay Area transportation agencies which showed that most had public input committees (see Appendix A).

The memo: 1) suggested defining the scope and issues the COC should be considering; 2) suggested the members' qualifications and diversity should be defined, and members should have limited terms; 3) recommended that the COC should meet, at minimum, at least twice a year; and 4) suggested that the name "Advisory" might be more descriptive of its actual function rather than the name "Oversight".

The BOD decided that any decision regarding the COC should be delayed while they conducted further Listening Sessions from the public. Listening Sessions were conducted until December 16, 2020. To date, no changes have been made to the COC and no additional advisory committees have been created—over a year after the last listening session was held.

## **METHODOLOGY**

The Grand Jury reviewed a broad range of relevant public information related to the SMART District. Additionally, the Grand Jury interviewed members of the BOD, members of the SMART system management, and members of the COC. The Grand Jury requested documentation that was relevant in informing these decision makers and guiding their actions.



The reviews included:

- Legislation that created and amended the SMART District
- Assessments of proposed legislation on the transfer of Freight to SMART, and of business viability of that action
- Funding Measures and associated Plans
- SMART District meetings
- Local journalism reporting of SMART activities
- Documents solicited by the Grand Jury

## **DISCUSSION**

### **SMART Ballot Measures**

The consent of the governed is never more powerfully demonstrated than at the ballot box. This is particularly true when the voters are asked to tax themselves. The SMART District must, by law, rely on “retail transactions and use tax” revenue. Although State or Federal agencies may provide grants, the overwhelming majority of SMART’s resources derive from this sales tax (or the promise of continuing income from it when bonds are sold).

In 2006, Measure R, the proposal for funding SMART through an increase in sales taxes was narrowly defeated by voters. The Measure required 66.67% of voters’ approval, but received 65.3%. The proposed tax was necessary to create a continuous revenue stream, which could also be leveraged for the sale of bonds and to pursue government grants. The bonds were necessary to fund capital improvements necessary for SMART to fulfill its mission of providing a passenger rail system.

Two years later the SMART District again went to the voters to enact a quarter-cent sales tax with Measure Q, which was approved (69.6% affirming). Both measures had included the promise to create a COC to “provide input and review on the Strategic Plan and subsequent updates.” It is clear that the majority of voters wanted a passenger rail service, and the second time a super-majority demonstrated they were willing to pay for it.

### **SMART Structure and Funding**

Subsequent to the election, SMART BOD established its structure within the basic outline of its original legislation and its campaign commitments. The structure included the General Manager, the General Manager’s staff, and the COC.

Due to the 2007-2008 “Great Recession,” sales tax revenues did not meet expectations during SMART’s initial development. Also, while SMART sold bonds to quickly obtain large resources, the bond issue was limited by the funding stream from the tax levy. SMART recognized these impacts, and reported that the build-out of the system would take place in phases, with the scheduling of those phases driven by availability of funds.

In addition to defining the structure, the Board established advisory committees, including the COC promised in the election. The advisory committees were to provide information and guidance to the board, where deeper research and independent input were desired. The committees established at the outset of SMART development phase were the Vehicle Advisory Committee, Station Advisory Committee, and Transit Coordinating Committee, and the COC.

## **Citizens Oversight Committee**

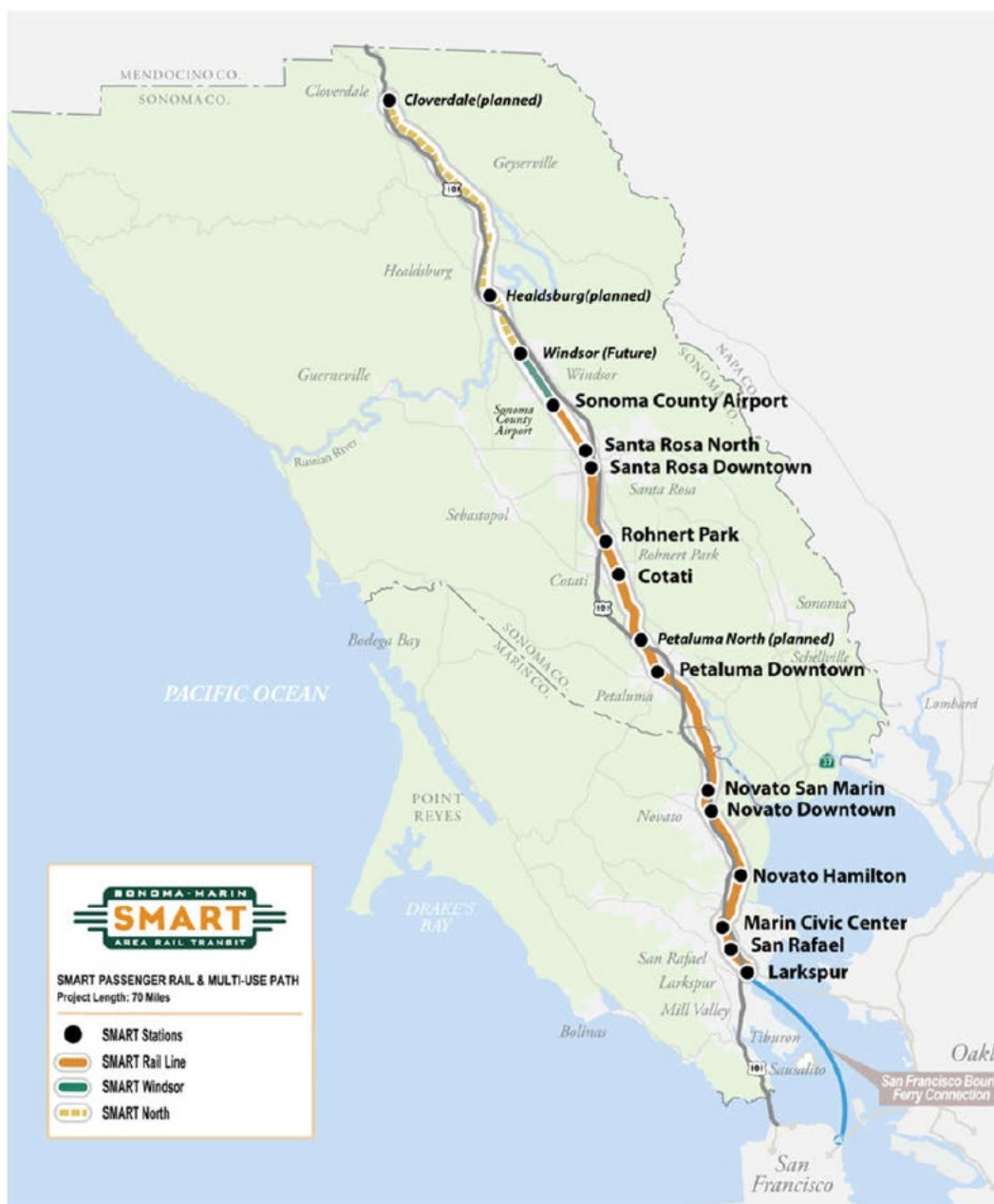
The COC, created by SMART, included members with expertise in finance as well as members with an association in relevant groups, such as Sonoma County Alliance or Friends of SMART. However, there were no stated provisions for qualifications of members, training requirements, term limits, bylaws, policies and procedures, reporting requirements, or frequency of meetings. The scope of duties for the COC was left at the minimal definition provided in Measure Q and the 2008 Expenditure Plan: to provide input and review on the Strategic Plan and subsequent updates. It was unclear to whom the COC should provide this input and review.

Although the Board established the committee, the committee became aligned with the SMART management team (i.e., the General Manager, the CFO, the Chief Engineer, etc.) who interfaced with the Committee. The Chair of the COC was appointed by the General Manager. The COC also met at the request of the SMART staff, who discussed details of the development and operation of the system with COC members. Finally, the views of the COC were presented at Board meetings by the SMART staff, at times with no COC participation.

The COC, itself, has had some discussion about its role in evaluating SMART beyond the five-year Strategic Plans and updates. They have not, however, adopted further definition of their structure or suggested an expanded role. There is nothing in the language of Measure Q that limits the role of the COC, but the COC interpreted the two sentences relating to them in Measure Q to justify limiting their role.

## **SMART Infrastructure**

Over the next nine years, SMART created the infrastructure required to run passenger rail service in Sonoma and Marin counties. This was a monumental task considering the complex regulatory system governing rail service. Federal, State, and even Bay Area regulatory agencies were involved. Despite all that, construction was complete enough to begin the first phase of passenger rail service in August of 2017. Over the years since, service has been expanded and additional stations and service is planned in the future, as funding becomes available.



**Figure 3: SMART Passenger Route**

### Disasters Impact the Transit System

Three devastating wildfires and major flooding that occurred between 2017 and 2019 disrupted use of the transit system. First were the Tubbs and Nuns fires in October, 2017 which devastated large parts of Santa Rosa and Sonoma County, followed by the Kincadee Fire in 2019. And there was a Russian River and Laguna de Santa Rosa flood. Each of these events disrupted the use of the transit system for some period of time. Next came what was unquestionably the worst phase for passenger service. The pandemic caused by Covid-19 changed the way we worked, socialized, and traveled. With the prolonged lock-downs, commuter traffic drastically diminished and is just now beginning to recover.

## **Back to the Voters with Measure I**

Just as the pandemic was hitting in March, 2020, SMART tried to extend the sales tax measure beyond the initial 20 years in order to plan for the future and extend service to the Sonoma-Mendocino County line. Measure I received 52.34% approval in Sonoma County and 55.66% approval in Marin County to affirm the extension—dropping significantly from the Measure Q level of 69.6%, and well below the 2/3 supermajority required. So what happened to voter sentiment between 2008 and 2020?

The opponents to Measure I argued against the Measure with criticisms that focused on the reduced funding and delays:

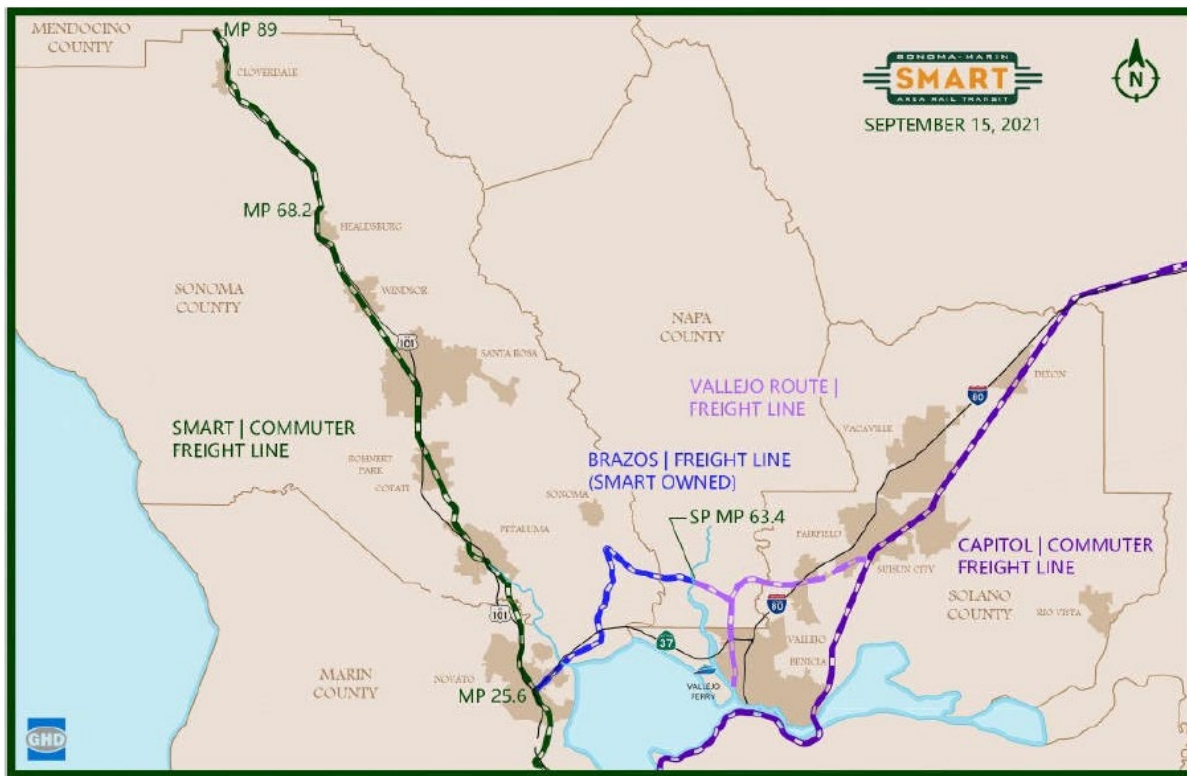
- “SMART built less than 2/3 of the promised rail line and 1/3 of the bike paths. They do not have the funds to finish.”
- “At \$2.4 billion dollars in new taxes, Measure I is too much for something that does so little, with no accountability.”
- “SMART is Costly, Inefficient, and built on Broken Promises.”
- “SMART began rail service over three years behind schedule and massively over budget.”
- “Poor Management and Bad Decisions.”

However, there was more presented to voters in advance of the vote: the news reports that the SMART management team declined to provide ridership reports to journalists in 2019 suggested to some that the SMART team was not meeting public transparency standards. This issue was taken up by the League of Women Voters in not supporting the Measure.

## **Public Feedback Through Listening Sessions**

Finally, after the defeat of Measure I, the SMART management team recognized a need for more citizen input, and scheduled “Listening Sessions” to provide for public feedback. This expanded citizen input to SMART management and the Board, but it did not provide the evaluation and recommendation-developing strength of a well-established, informed citizen oversight committee. The Grand Jury was unable to find evidence of any changes made by the BOD from the input received in the Listening Sessions, and the Listening Sessions were not offered with assurance that they would be consistently held or directed to all matters of public interest or strategic value to SMART and Sonoma County.

The Grand Jury believes that if the criticisms from their opponents and Listening Session speakers are judged by SMART to be valid, the BOD and SMART management, should reconsider how the COC could help to promote public confidence. Regaining voter approval is essential given that SMART has now taken on providing freight service above and beyond its core mission of providing passenger service.



**Figure 4: SMART Freight Routes**

### **SMART Takes on Freight Operations Without Oversight**

In 2018, Senate Bill 1029 proposed turning over to SMART the freight operation under the jurisdiction of the North Coast Railroad Agency. As noted before, the SMART BOD considered this matter, and opted to do so. This action underscored the concerns of transparency and oversight, as it provoked a number of questions by local media and by citizens.

The BOD lost a valuable opportunity to build public support when it decided to accept the freight operations with little public disclosure or discussion on the pros and cons. The BOD also circumvented the only oversight established within SMART by deciding to transport freight without asking for the opinion or advice of the COC. In fact, the [2019 Strategic Plan](#) included no financial provisions for the freight operations even though the wheels were well in motion for the transfer to SMART.

While the 2019 Strategic Plan mentioned freight, the Grand Jury did not find evidence that the BOD or the COC discussed the impact on the District in any meaningful way. Given the voter rejection of Measure I, will SMART now have to cut service or development? If so, how will they do that? These are questions voters may have and the BOD should consider. These are questions that the BOD should be asking the COC to provide guidance on or solicit public feedback about.

## Storing Tank Cars in Schellville

Another issue arose almost immediately after SMART took on freight service, and it also took place without broad public discussion and COC input. The Northwest Pacific Railroad Company (NWPCo) had stored liquefied petroleum gas (LPG) tank cars in Schellville since 2016. It was a



**Figure 5:** Tank Cars in Schellville

profitable element of their business, but was controversial in the Sonoma Valley. There were reported fears for safety, environmental protection, and for their unsightly appearance. SMART reported their desire to eliminate the tank car storage in Schellville during their November 17, 2021 Board meeting. During that meeting, they reported holding two small, non-Board meetings with local community members on the matter. These meetings, on November 14 and November 15, had two and three SMART representatives, respectively, meeting with small groups of community members. Following those limited meetings, the BOD met on November 17 to discuss their position on the LPG storage issue. They made their decision to

close down the LPG storage without taking formal citizens' advisory input. The decision was made to take the action at the earliest opportunity, prior to developing a replacement revenue source that could keep their freight service profitable.

## What is the SMART Thing to Do Moving Forward?

SMART is now entering a period of some financial hazard. If the sales tax is not extended, its taxpayer revenue base will disappear in 2029. The operating reserves may be utilized and depleted over the next five years. The freight service offers some valuable opportunities to SMART with regard to providing a new revenue stream, but it could put a strain on the management staff and the finances of SMART if not carefully managed.

The BOD must be prepared to determine if and when freight service becomes untenable and threatens their core mission of providing passenger service. SMART also faces future pressure to expand freight and passenger service eastward out of Sonoma and Marin counties. This pressure could come from the same State forces that led SMART to accept freight service on its existing rail line. The public deserves a robust discussion on the merits of this potential future expansion, and the Grand Jury hopes the BOD would not make any critical decisions without meaningful public discussion or COC input. SMART's consideration of public opinion on these matters will likely be critical to successfully soliciting extended tax revenue in the near future.

Engaged citizen representation and involvement are important to SMART and to Sonoma County. Formal, independent citizen representation in the Board meetings can provide insight and depth to crucial decisions.

Furthermore, the infrastructure of the COC should be established, including technology systems tied to and supported by the District. The Grand Jury found that some requested documents pertaining to the COC could not be readily obtained because they were stored on computers that were not part of SMART infrastructure (i.e., they were on external computers) and the documents were no longer accessible. This suggests that committee members do not necessarily

have uniform, easy access to important information, that collaboration could be inhibited, and that information could be lost.

Lastly, the Grand Jury found that freight and passenger service funds and expenditures are tracked in separate accounts on the books and records of the District, but were not segregated in separate bank accounts. The Grand Jury is concerned that this could potentially lead to short term “float” of passenger service funds being used to pay for freight expenses, which would be a breach of Measure Q allowed uses. Measure Q requires that sales tax proceeds be used for “passenger” related services. Although the Grand Jury did not find evidence that this was occurring, best practices would dictate that the monies should be segregated to eliminate the potential for misuse.

## **CONCLUSION**

The SMART District has suffered a number of disruptions in its short life that have put it at risk of losing public confidence and trust, some within and some outside its control. Without decisive and visible steps to bolster public confidence, it could conceivably lose funding such that it never fulfills the vision originally provided to the public. One powerful step toward rebuilding public confidence and trust—with the possible added benefit of gaining a greater brain trust in decision-making—is to give the public a greater insight into the SMART management and a greater voice to decision makers.

The SMART tax funding was originally proposed with the Sample Ballot statement that “Independent Citizens’ Oversight and annual audits are MANDATORY to ensure funds are spent properly” (emphasis in the original). There are two definitions of oversight: 1) the action of overseeing something; 2) an unintentional failure to notice or do something. In order to fully achieve the independent citizens’ oversight—in the first sense—the SMART BOD must redefine and re-energize the existing COC, and/or must establish additional advisory committees. The BOD, COC, and prominent citizens groups have addressed this, but it has not been implemented; it is past time to do so.

## **FINDINGS**

The Sonoma County Civil Grand Jury determined that:

- F1. The Board of Directors lacks adequate input from the Citizens Oversight Committee.
- F2. The Citizens Oversight Committee reports to SMART management rather than directly to the Board of Directors.
- F3. The public has expressed concern about the Board of Directors strategic decisions made without the input of a citizens’ oversight committee.
- F4. A well-informed and responsive citizens’ advisory group has the potential to positively influence the final terms of crucial actions prior to the vote of the Board of Directors.
- F5. The SMART Strategic Plan of 2019 did not adequately address the addition of freight operations, and was not updated for consideration by an advisory committee and the public.
- F6. The Citizens Oversight Committee has not fulfilled its oversight role as represented in Measure Q election materials and it has failed to serve as a fully independent advisor on important SMART issues.



- F7. The Board of Directors and the Citizens Oversight Committee have maintained the responsibility of the Citizens Oversight Committee at what was defined loosely in the 2008 Expenditure Plan of Measure Q—addressing only the minimal responsibility of reviewing the five-year strategic plan—despite recommendations from former Sonoma and Marin County Grand Juries and members of the League of Women Voters to expand the advisory role.
- F8. The requirements of Measure Q and its associated 2008 Expenditure Plan are not sufficiently detailed to provide for a well-trained, well-informed, well-regulated, and suitably responsive Citizens Oversight Committee.
- F9. Measure Q does not prohibit or limit the development of committee roles or additional committees to provide the Board of Directors with informed and independent public opinion.
- F10. The Board of Directors response to the Grand Jury reports of 2014 indicated that comment periods in Board of Directors meetings are sufficient to obtain public input, but failed to recognize the importance of well-informed advisory committees.
- F11. The Board of Directors responded to prior Grand Jury reports that the Citizens Oversight Committee fulfilled the Measure Q requirements with regard to the five-year Strategic Plan, but failed to recognize their responsibility to provide suitable public feedback and oversight, as promised in election materials.
- F12. The lack of required formal reports from the Citizens Oversight Committee to the Board of Directors has created an environment where input from the Citizens Oversight Committee is not required or generally expected prior to decision making.
- F13. Bylaws for the Citizens Oversight Committee do not exist and if developed could provide structure and a set of rules to guide the Committee's operations and activities.
- F14. The undefined term of service in the Citizens Oversight Committee has the potential to allow Committee members to remain for long periods of time or permanently, which could lead to stagnation of ideas, and to leadership and committee fatigue.
- F15. The ultimate financial and management impacts of taking on the freight business are very difficult to predict, and accepting the freight business creates the potential risk of distraction from SMART's primary purpose of implementing and operating a passenger rail system.
- F16. The lack of district-wide public discussion of the LPG storage facility in Schellville contributed to the hasty closure of the facility rather than a phased or delayed closure that would have given the SMART management an opportunity to mitigate the financial loss.
- F17. Implementing accounting best practices would separate the Measure Q monies from freight or other future ventures into separate bank accounts in addition to their separate bookkeeping accounts.
- F18. Committee members who were interviewed by the Grand Jury could not provide requested documents because there was no central information repository.



## RECOMMENDATIONS

The Sonoma County Civil Grand Jury recommends that:

- R1. By January 31, 2023, the Board of Directors expand the role of the Citizens Oversight Committee beyond the minimal requirements of the Measure Q Expenditure Plan to achieve expectations of citizen oversight and accountability. (F1, F2, F3, F5, F6, F7, F8, F9, F10, F11, F12, F13)
- R2. By January 31, 2023, the Board of Directors consider additional advisory committees to generate informed, independent advice on important matters under consideration, including but not limited to increasing ridership, building public trust, new lines of business, sale of assets, finance, and other significant decisions. (F1, F2, F3, F4, F7, F8, F9, F10)
- R3. By January 31, 2023, the Board of Directors reassess the SMART organizational structure such that the Citizens Oversight Committee and any future advisory committees report directly to the Board. (F1, F2, F3, F4, F9, F11)
- R4. By January 31, 2023, the Board of Directors require written Citizens Oversight Committee analysis and recommendations prior to all strategic decisions whether or not incorporated in the five-year Strategic Plan. (F1, F2, F3, F5, F6, F7, F11, F12)
- R5. The Board of Directors define and implement advisory committee bylaws for the Citizens Oversight Committee, by January 31, 2023. (F7, F12, F13, F14)
- R6. The Board of Directors define the length of terms for Citizens Oversight Committee members, by January 31, 2023. (F14)
- R7. By January 31, 2023, the Board of Directors develop suitable training programs for new and existing members of the Citizens Oversight Committee regarding their newly defined role and proper public committee protocols, such as the Brown Act rules. (F1, F4, F6, F7, F8)
- R8. By December 31, 2022, the Board of Directors direct the Citizens Oversight Committee to prepare written recommendation reports to be presented at or entered into the record of the Board of Directors meetings. (F1, F2, F3, F4, F6, F10, F11, F12)
- R9. The Board of Directors direct the General Manager to provide a timeline to evaluate the financial viability of freight services by March 31, 2023. (F4, F15, F16)
- R10. The Board of Directors and the General Manager establish separate bank accounts for the monies associated with passenger transit (Measure Q, et al.) and with freight or other future ventures, by December 31, 2022. (F17)
- R11. The Board of Directors direct advisory committees to develop and implement a policy to keep documents and information related to their advisory role centrally located and remotely accessible, by January 31, 2023. (F18)

## REQUIRED RESPONSES

Pursuant to Penal Code §§ 933 and 933.05, the Grand Jury requires responses as follows:

- SMART Board of Directors (R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11)

The governing body indicated above should be aware that their comments and responses must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

## INVITED RESPONSES

The Grand Jury invites the following to respond:

- SMART General Manager (R9, R10)
- SMART Citizens Oversight Committee (R1, R3, R4, R5, R6, R7, R8)

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## APPENDIX A

### SMART Board of Directors packet of September 2020

This chart was part of the SMART Board of Directors' packets on September 2, 2020, prepared by the previous General Manager. The Grand Jury reviewed most of the listed Transit Agency websites and found the majority of the Public Advisory Committees report directly to their respective Board of Directors.

Many advisory committees meet monthly or quarterly and have clear expectations and guidelines for their advisory committee membership, for example:

- Promote an open and inclusive public involvement process
- A majority of the membership elects the chairperson
- Membership Terms and methods of appointment
- Committee by-laws
- Review of critical issues
- Application process available on-line

#### PUBLIC ADVISORY COMMITTEES IN TRANSPORTATION:

Most, but not all, operating transit agencies have public input committees for various reasons. Large agencies have many committees for many reasons (and significant staff resources devoted to that effort), but most have only one or two. Most transit operations include some role for public input on accessibility, passenger concerns and general input. Below is a high level sample of Bay Area transportation agencies and the number of advisory committees listed with the scope covered by the committees. This is based on the best information available on agencies websites:

Agency	Number of Committees	Scope of Committees
<b>TRANSIT AGENCIES</b>		
ACE	1	Passenger issues
BART	9	Accessibility, bicycles, business opportunities, earthquake and capital bonds oversight, language and civil rights issues, transit security
Caltrain	4	Rail Customer needs and policies, project designs, bicycles, local policy input
Golden Gate Transit	3	General Advisory on Bus and Ferry; Accessibility
Marin Transit	2	Paratransit and Marin Access
Napa Valley Transportation Authority (NVTA)*	4	General advisory, bicycle and pedestrian issues, paratransit, and tax oversight (*NVTA is also a Planning Agency)
Petaluma Transit	1	General Advisory
Santa Rosa City Bus	1	Paratransit Issues
Soltrans	1	Fares, Short Range transit plan, general work plans
Sonoma County Transit	0	n/a
Valley Transportation Authority (VTA)	6	Tax measure oversight, bike and pedestrian issues, seniors/disabled, local jurisdiction input.
<b>TRANSPORTATION PLANNING AGENCIES</b>		
Sonoma County Transportation Authority (SCTA)	3	Policy and project decisions, input and funding compliance, paratransit, bike/ped
Transportation Authority of Marin (TAM)	1	Review and report on mandated expenditures