

**Metropolitan Transportation Commission
Operations Committee**

December 9, 2022

Agenda Item 4d

Resilient State Route 37 Memorandum of Understanding Amendment

Subject:

Resilient State Route 37 Memorandum of Understanding (MOU) Amendment to integrate Sonoma-Marín Area Rail Transit District (SMART) and update the organizational structure for delivery from Bay Area Toll Authority (BATA) to Metropolitan Transportation Commission (MTC)/ Bay Area Infrastructure Financing Authority (BAIFA).

Background:

State Route 37 (SR 37) extends from US Highway 101 (US 101) in Novato, Marin County to I-80 in Vallejo, Solano County. It is an important regional connection linking the north, east, and west San Francisco Bay sub-regions. The corridor is faced with a number of challenges, including traffic congestion, seasonal flooding, environmentally-sensitive ecology, and sea level rise.

In February 2019, the BATA Oversight Committee approved authorization to enter into an MOU with Caltrans and the four North Bay Transportation Authorities in Solano, Sonoma, Napa, and Marin to deliver the Resilient SR 37 Program to address sea level rise and transportation challenges. This MOU will be amended to include SMART, which owns the railroad corridor that is adjacent to portions of SR 37. To date, SMART has participated in project and program meetings as a public participant or stakeholder. The integration of SMART into the Resilient SR 37 Program as a partner will facilitate better coordination and result in more comprehensive multi-modal corridor planning. This will allow the agencies to align sea level resiliency planning and project delivery in a way that will expedite the delivery of safe and reliable transportation along SR 37 and optimize ecological restoration of the historic San Pablo Baylands.

The MOU will also update the organizational structure and proposed tolling authority from BATA to MTC/BAIFA. BATA is no longer envisioned to be the authority that will manage tolling, which is proposed along the SR 37 corridor. As such, it is no longer applicable to the Resilient SR 37 Program.

Issues:

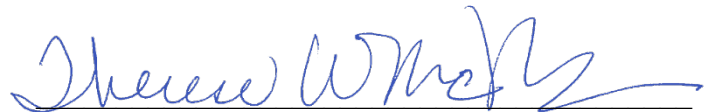
None identified.

Recommendations:

Staff recommends that the Operations Committee authorize the Chair to negotiate and enter into the Resilient State Route 37 Memorandum of Understanding Amendment in substantially the form as Attachment A to integrate Sonoma-Marin Area Rail Transit District and update the organizational structure for delivery from BATA to MTC/BAIFA.

Attachments:

- Attachment A: Proposed Resilient State Route 37 Memorandum of Understanding Amendment



Therese W. McMillan

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
for
THE RESILIENT STATE ROUTE 37 PROGRAM
between
METROPOLITAN TRANSPORTATION COMMISSION
BAY AREA INFRASTRUCTURE FINANCING AUTHORITY
CALIFORNIA DEPARTMENT OF TRANSPORTATION
SOLANO TRANSPORTATION AUTHORITY
SONOMA COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION AUTHORITY OF MARIN
NAPA VALLEY TRANSPORTATION AUTHORITY
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

This Memorandum of Understanding (MOU) is entered into and effective as of the last date written below between the Metropolitan Transportation Commission (“MTC”), the Bay Area Infrastructure Financing Authority (“BAIFA”), the California Department of Transportation District 4 (“Caltrans”), the Solano Transportation Authority (“STA”), the Sonoma County Transportation Authority (“SCTA”), Transportation Authority of Marin (“TAM”) and Napa Valley Transportation Authority (“NVTA”) and Sonoma-Marín Area Transit District referred to herein collectively as the “Parties” or individually as a “Party”), to cooperatively determine their mutual responsibilities in delivering the Resilient State Route 37 Program (“Program”).

Recitals

1. The Resilient SR 37 Program aims to address resiliency of transportation infrastructure to sea level rise and flooding, traffic congestion, and opportunities for ecological enhancements, transit, multimodal use and public access along the SR 37 corridor from I-80 to US 101. The Program includes near- and longer-term improvements for a majority of the 20-mile corridor, including the long-term sea level rise vulnerability of a number of low-lying areas throughout the corridor.
2. The SR 37 Policy Committee, Executive Steering Committee (“ESC”) and the Project Leadership Team (“PLT”) currently have varying roles and responsibilities in the development and delivery of the Program. The SR 37 Policy Committee, composed of Executive Directors and Board Members representing MTC/BAIFA, Caltrans, STA, SCTA, TAM, and NVTA, provides policy oversight and dispute resolution to the respective staffs. The Executive Directors of MTC/BAIFA, Caltrans, STA, SCTA, TAM, and NVTA serve on the ESC to provide strategic direction to the Policy Committee and PLT. The Directors and their staffs of MTC/BAIFA, Caltrans, STA, SCTA, TAM, and NVTA participate in the PLT to vet technical, policy, and other related project issues and elevate them as appropriate to the ESC.

3. The MTC, Caltrans, STA, SCTA, TAM and NVTA completed a SR 37 Transportation and Sea Level Rise Corridor Improvement Plan that identified Segment B between and including Sears Point to the Mare Island Bridge (referred to herein as the “Segment B”) as the highest priority. On November 2, 2017, the SR 37 Policy Committee confirmed that Segment B is the priority segment. Subsequently, MTC, STA, SCTA, TAM and NVTA prepared a Project Initiation Document (PID) for Segment B improvements and submitted it to Caltrans for review and approval. Caltrans approved this PID on December 28, 2018.
4. On November 8, 2018 the SR 37 Policy Committee unanimously approved a funding plan and authorized the applicable sponsor(s) to submit Initial Project Reports to the Metropolitan Transportation Commission for funding consideration under Regional Measure 3, as follows: \$15 million to STA for Segment C-Fairgrounds Interchange, \$20 million to SCTA for Interim Segment B Environmental and Design Phases, \$4 million to SCTA for Environmental Phase for SR 37/121 improvements, \$3 million to TAM for Segment A levee study, and \$58 million to SCTA and TAM for Ultimate Segment A and Segment B improvements.
5. The Parties wish to organize the delivery of the SR 37 Program wherein:
 - a. MTC, Caltrans, SMART, SCTA and TAM are assigned to and have purview over Segment A (US 101 to SR121);
 - b. MTC, BAIFA, Caltrans, SCTA, SMART, STA and NVTA are assigned to and have purview over Segment B (Sears Point to Mare Island Bridge); and
 - c. MTC, Caltrans, SMART and STA are assigned to and have purview over Segment C (Mare Island Bridge to I-80).

The SR 37 Policy Committee, ESC and PLT continue to perform the same roles and responsibilities except for the technical work, discussions, actions and decisions of the individual Party would be targeted and applicable to the project segment for which that Party is assigned.

6. The Parties commit to continue to make progress on the delivery of the priority Segment B interim and ultimate projects, while also performing feasibility studies, environmental studies, PIDs, and related studies with the goal of coordinating the longer-term delivery of the SR 37 Program.
7. BAIFA intends to seek tolling authority between Sears Point and Mare Island.
8. The Parties acknowledge the likely need for funding above and beyond tolling and as such, intend to develop a financing and funding plan consisting of other traditional and untraditional funding sources to deliver the Program.

9. The Parties wish to work cooperatively to deliver the Program by exploring alternative project delivery methods (including, but not limited to, Design Build contracts), early environmental enhancements, and traditional and non-traditional funding and partnerships.
10. This MOU is amended and restated to update the organizational structure and the agency identified to be responsible for tolling from the Bay Area Toll Authority to BAIFA in the MOU. BAIFA is the authority that will, subject to authorization, be responsible for tolling, which is proposed along the SR 37 corridor.
11. This MOU is also amended and restated to add SMART to the MOU. SMART is the owner of the railroad corridor that is adjacent to portions of SR37, including running parallel in Segment A and in the proximity of Segments B and C. The addition of SMART to the Resilient State Route 37 Program is a commitment to the multi-modal nature of the Program beyond bus transit and carpooling.

I. Term

The term of this MOU shall commence when fully executed, and unless amended earlier, shall terminate at a date agreed upon by the Parties.

II. SR 37 Program Delivery Organization

A. Executive Steering Committee (ESC)

1. Role

The ESC shall guide the identification, development, funding plan and implementation of projects to improve State Route 37. The ESC will select a Chairperson. The Chairperson will rotate between the members every two years. The Chairperson shall preside over the meetings of the ESC and shall perform all other duties incident to the position or as assigned to her or him by the ESC.

2. Members

- a. Executive Director, MTC/BAIFA (or designee)
- b. District 4 Director, Caltrans (or designee)
- c. Executive Director, STA (or designee)
- d. Executive Director, SCTA (or designee)
- e. Executive Director, TAM (or designee)
- f. Executive Director, NVTA (or designee)
- g. General Manager, SMART (or designee)

3. Assignment

- a. Segment A: MTC, Caltrans, SMART, SCTA, TAM
- b. Segment B: MTC, BAIFA, Caltrans, SMART, SCTA, STA, NVTA
- c. Segment C: MTC, Caltrans, SMART, STA

4. Responsibilities

- a. Approve implementation and funding plan(s), which may include one or more projects.
- b. Define agency roles and responsibilities for individual projects, including project managers.
- c. Approve the scope, schedule, budget and funding plan for individual projects within funding levels approved by the MTC, BAIFA or other funding agencies, as applicable.
- d. Oversee overall project progress and reporting of project status, risk assessments, costs and schedule.
- e. Advise the MTC on contract matters.
- f. Review and approve project staffing plans.

5. Decision-making

The ESC will endeavor to make decisions on a consensus basis. To ensure public accountability, transparency and public disclosure, the decisions will be documented.

6. Meetings

Regular meetings of the ESC shall be held quarterly as otherwise determined by the ESC. Notice shall include an agenda of items on which the ESC will take action. Each member of the ESC has the right to place a matter on the ESC's agenda for consideration. Meetings to be rotated between MTC, Caltrans, STA, SCTA, NVTA, TAM offices or at a location determined by the ESC.

B. Corridor Director of the ESC

1. The Corridor Director serves as staff to the ESC, represents all ESC members and works directly with member agency Executive Directors and their staffs.
 - a. MTC will select, with the ESC, and employ the Corridor Director.
 - b. MTC reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the Corridor Director, in consultation with the ESC.
 - c. The Corridor Director may serve the SR37 Corridor Policy Committee in a similar capacity.

2. Responsibilities

The Corridor Director shall work with the Project Leadership Team, collaborate and provide direction to the project managers, as appropriate, to

- a. Develop an implementation plan(s) and funding plan(s), including delivery methods
- b. Develop the scope, schedule, budget and funding plan for individual projects.
- c. Report regularly to the ESC on project status, risks assessments, change, costs and schedule.
- d. Develop project staffing plans.
- e. Prepare agendas for ESC meetings.
- f. Deliver progress reports to and consult with the SR 37 Corridor Policy Committee.
- g. Deliver progress reports to ESC and Policy Committee.
- h. Provide oversight and direction to project managers.

The Corridor Director will also advise the SR37 Corridor Policy Committee on the SR 37 program.

C. Project Leadership Team

1. Role

The ESC hereby establishes a Project Leadership Team (PLT) that shall assist the ESC in the performance of its duties. The members of the PLT shall advise the Corridor Director on matters that are to be brought before the ESC.

2. Members

- a. Deputy Executive Director, Operations, MTC (or designee)
- b. Chief Deputy Director, Caltrans District 4 (or designee)
- c. Director of Projects, STA (or designee)
- d. Deputy Executive Director, SCTA (or designee)
- e. Principal Project Delivery Manager, TAM (or designee)
- f. Director of Programs, Projects and Planning, NVTA (or designee)
- g. Chief Engineer, SMART (or designee)

3. Assignment

- a. Segment A: MTC, Caltrans, SMART, SCTA, TAM
- b. Segment B: MTC, BAIFA, Caltrans, SMART, SCTA, STA, NVTA
- c. Segment C: MTC, Caltrans, SMART, STA

4. Responsibilities

The PLT shall assist the Corridor Director and ESC in the performance of their duties for their assigned segments by

- a. Developing an implementation plan(s) and funding plan(s)
- b. Developing the scope, schedule, budget and funding plan for individual projects.
- c. Reviewing cost estimates, risk assessments, and cash flow requirements.
- d. Reviewing project status, scope and budgets, expenditures, staffing and contractor services to anticipate, identify, evaluate, and report to the Corridor Director concerning any project issues.
- e. Developing project staffing plans and structures.
- f. Preparing other project related reports for ESC review.
- g. Performing such other assignments as appropriate.

5. Meetings

The PLT will meet on an as-needed basis as determined necessary by the members or by the Corridor Director.

III. GENERAL

A. Integration Clause

This MOU constitutes the complete and entire understanding among the Committee Members.

B. Amendments

This MOU may be amended in writing from time to time upon MOU of the Committee Members.

C. Counter Parts

This MOU may be executed in counterparts, each one of which will be an original or the equivalent thereof.

D. Miscellaneous

This MOU is intended solely as a guide to the obligations, intentions and policies of the Committee Members. It does not constitute an authorization for funding a project nor does it constitute a legally binding MOU amongst the Agencies.

IN WITNESS WHEREOF, the Parties hereto have agreed to this MOU on the date opposite their respective names.

_____/_____
Alfredo Pedroza Date
Chair
Metropolitan Transportation Commission/Bay Area Infrastructure Financing Authority

_____/_____
Dina El-Tawansy Date
District 4 Director
Caltrans

_____/_____
Robert McConnell Date
Chair
Solano Transportation Authority

_____/_____
Chris Rogers Date
Chair
Sonoma County Transportation Authority

_____/_____
Stephanie Moulton-Peters Date
Chair
Transportation Authority of Marin

_____/_____
Liz Alessio Date
Chair
Napa Valley Transportation Authority

_____/_____
Date
David Rabbitt
Chair
Sonoma-Marín Area Rail Transit District