



Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105

Meeting Agenda

Bay Area Toll Authority Oversight Committee

Committee Members:

Amy R. Worth, Chair Warren Slocum, Vice Chair

*Jeannie Bruins, Carol Dutra-Vernaci, Federal D. Glover,
Nick Josefowitz, Jane Kim, Alfredo Pedroza, Libby Schaaf
Non-Voting Member: James E. Davis*

Wednesday, May 9, 2018

9:30 AM

Board Room - 1st Floor

This meeting is scheduled to be webcast live on the Metropolitan Transportation Commission's Website: <http://mtc.ca.gov/whats-happening/meetings> and will take place at 9:30 a.m. or immediately following the 9:00 a.m. Budget Study Session.

1. Roll Call / Confirm Quorum

Quorum: A quorum of this committee shall be a majority of its regular non-ex-officio voting members (5).

2. Consent Calendar

- 2a. [18-0281](#) Minutes of the April 11, 2018 meeting
- Action: Committee Approval
- Attachments: [2a_04-11-2018_BATA_O_Draft_Minutes.pdf](#)
- 2b. [18-0282](#) BATA Financial Statements for March 2018
- Action: Information
- Presenter: Raymond Woo
- Attachments: [2b_2_Mar'2018_Financial_Statements.pdf](#)
- 2c. [18-0305](#) Contract Amendment - Advanced Toll Collection and Accounting System (ATCAS II): TransCore, LP (\$856,727)
- Action: Committee Approval
- Presenter: Jeff Gerbracht
- Attachments: [2c_Transcore_Contract_Amendment.pdf](#)

- 2d. [18-0300](#) Memorandum of Understanding between the Bay Area Toll Authority (BATA), Sonoma-Marín Area Rail Transit (SMART), and Golden Gate Bridge, Highway and Transportation District (GGB) regarding the San Rafael Transit Center

Action: Committee Approval

Presenter: Craig Bosman

Attachments: [2d_MOU-BATA-SMART-GGB.pdf](#)

3. Public Comment / Other Business

4. Adjournment / Next Meeting

The next meeting of the Bay Area Toll Authority Oversight Committee will be held on June 13, 2018 at 9:30 a.m. at the Bay Area Metro Center, 375 Beale Street, San Francisco, CA.

Public Comment: The public is encouraged to comment on agenda items at Committee meetings by completing a request-to-speak card (available from staff) and passing it to the Committee secretary. Public comment may be limited by any of the procedures set forth in Section 3.09 of MTC's Procedures Manual (Resolution No. 1058, Revised) if, in the chair's judgment, it is necessary to maintain the orderly flow of business.

Meeting Conduct: If this meeting is willfully interrupted or disrupted by one or more persons rendering orderly conduct of the meeting unfeasible, the Chair may order the removal of individuals who are willfully disrupting the meeting. Such individuals may be arrested. If order cannot be restored by such removal, the members of the Committee may direct that the meeting room be cleared (except for representatives of the press or other news media not participating in the disturbance), and the session may continue.

Record of Meeting: Committee meetings are recorded. Copies of recordings are available at a nominal charge, or recordings may be listened to at MTC offices by appointment. Audiocasts are maintained on MTC's Web site (mtc.ca.gov) for public review for at least one year.

Accessibility and Title VI: MTC provides services/accommodations upon request to persons with disabilities and individuals who are limited-English proficient who wish to address Commission matters. For accommodations or translations assistance, please call 415.778.6757 or 415.778.6769 for TDD/TTY. We require three working days' notice to accommodate your request.

可及性和法令第六章: MTC 根據要求向希望來委員會討論有關事宜的殘疾人士及英語有限者提供服務/方便。需要便利設施或翻譯協助者，請致電 415.778.6757 或 415.778.6769 TDD / TTY。我們要求您在三個工作日前告知，以滿足您的要求。

Acceso y el Titulo VI: La MTC puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Comisión. Para solicitar asistencia, por favor llame al número 415.778.6757 o al 415.778.6769 para TDD/TTY. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Attachments are sent to Committee members, key staff and others as appropriate. Copies will be available at the meeting.

All items on the agenda are subject to action and/or change by the Committee. Actions recommended by staff are subject to change by the Committee.

MTC's Chair and Vice-Chair are ex-officio voting members of all standing Committees.



Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #: 18-0281 **Version:** 1 **Name:**

Type: Minutes **Status:** Consent

File created: 4/4/2018 **In control:** Bay Area Toll Authority Oversight Committee

On agenda: 5/9/2018 **Final action:**

Title: Minutes of the April 11, 2018 meeting

Sponsors:

Indexes:

Code sections:

Attachments: [2a_04-11-2018_BATA_O_Draft_Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:
Minutes of the April 11, 2018 meeting

Recommended Action:
Committee Approval



Metropolitan Transportation Commission Meeting Minutes

Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105

Bay Area Toll Authority Oversight Committee

Committee Members:

Amy R. Worth, Chair Warren Slocum, Vice Chair

*Jeannie Bruins, Carol Dutra-Vernaci, Federal D. Glover,
Nick Josefowitz, Jane Kim, Alfredo Pedroza, Libby Schaaf
Non-Voting Member: James E. Davis*

Wednesday, April 11, 2018

9:30 AM

Board Room - 1st Floor

Call Meeting to Order

1. Roll Call / Confirm Quorum

Present: 8 - Commissioner Bruins, Commissioner Dutra-Vernaci, Commissioner Glover,
Commissioner Josefowitz, Commissioner Kim, Commissioner Pedroza,
Commissioner Slocum, and Commissioner Worth

Absent: 1 - Commissioner Schaaf

Non-Voting Member Present: Commissioner Davis

Ex Officio Voting Members Present: Commission Chair Mackenzie and Commission Vice Chair
Haggerty

Ad Hoc Non-Voting Members Present: Commissioner Aguirre, Commissioner Cortese, Commissioner
Giacopini, Commissioner Halsted, and Commissioner Pierce

2. Pledge of Allegiance

3. Compensation Announcement (Committee Secretary)

4. Consent Calendar

Approval of the Consent Calendar

**Upon the motion by Commissioner Glover and the second by Commissioner
Dutra-Vernaci, the Consent Calendar was unanimously approved by the following
vote:**

Aye: 7 - Commissioner Bruins, Commissioner Dutra-Vernaci, Commissioner Glover,
Commissioner Josefowitz, Commissioner Pedroza, Commissioner Slocum and
Commissioner Worth

Absent: 2 - Commissioner Kim and Commissioner Schaaf

- 4a. [18-0202](#) Minutes of the March 7, 2018 meeting
Action: Committee Approval
- 4b. [18-0203](#) BATA Financial Statements for February 2018
Action: Information
Presenter: Raymond Woo
- 4c. [18-0206](#) Contract Amendment - On-Call Construction Management Services - Construction Management Support for Toll Bridge Rehabilitation Projects: Zoon Engineering, Inc. (\$350,000)
Action: Committee Approval
Presenter: Peter Lee
- 4d. [18-0208](#) Consultant Panel - On-Call Toll Bridge Asset Management Program Support: Arup North America, Ltd., HDR Engineering, Inc., HNTB Corporation, Bay Area Management Consultants, T. Y. Lin International and WSP USA, Inc.
Action: Committee Approval
Presenter: Peter Lee

5. Approval

- 5a. [18-0210](#) Purchase Order - FasTrak® Flex Toll Tags: TransCore LP (\$3,238,183)

A request for authorization to issue a purchase order to TransCore LP to purchase FasTrak® Flex toll tags.

Action: Committee Approval

Presenter: Beth Zelinski

Commissioner Kim arrived during Agenda Item 5a.

Upon the motion by Commissioner Bruins and the second by Commissioner Pedroza, the Committee unanimously approved the Purchase Order with TransCore LP. The motion carried by the following vote:

Aye: 8 - Commissioner Bruins, Commissioner Dutra-Vernaci, Commissioner Glover, Commissioner Josefowitz, Commissioner Kim, Commissioner Pedroza, Commissioner Slocum and Commissioner Worth

Absent: 1 - Commissioner Schaaf

6. Public Comment / Other Business

7. Adjournment / Next Meeting

The next meeting of the Bay Area Toll Authority Oversight Committee will be held on May 9, 2018 at 9:30 a.m. at the Bay Area Metro Center, 375 Beale Street, San Francisco, CA.



Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #: 18-0282 **Version:** 1 **Name:**

Type: Report **Status:** Consent

File created: 4/4/2018 **In control:** Bay Area Toll Authority Oversight Committee

On agenda: 5/9/2018 **Final action:**

Title: BATA Financial Statements for March 2018

Sponsors:

Indexes:

Code sections:

Attachments: [2b_2_Mar'2018_Financial_Statements.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:
BATA Financial Statements for March 2018

Presenter:
Raymond Woo

Recommended Action:
Information



BAY AREA TOLL AUTHORITY
Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105
TEL 415.778.6700
WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee

DATE: May 2, 2018

FR: Executive Director

W. I. 1254

RE: BATA Financial Statements for March 2018

Attached are the BATA financial statements for the nine month period ending March 2018 (75% of the budget year). Major highlights of the nine month statement include:

- (1) **Revenue:** Toll bridge revenue generated for the first nine months of the fiscal year is \$541 million which is slightly below the budget by 0.6%.

Total interest revenue earned at the end of March is \$26 million, about \$14 million higher than the budget as a result of higher interest rates. Year to date (YTD) violation revenue is \$18.4 million, about the same amount as this time last year.

The YTD Build America Bonds subsidy payments from the U.S. Government remained at \$54 million at the end of March.

Overall revenue for the first nine months is \$648 million, about 78% of the total budgeted revenue for the fiscal year.

- (2) **Expense:** Total expense of \$257 million is 31% of the total budget. Expense activity will pick up later in the year as debt service payments and contract services come due.

- (3) **Transfers to MTC and SAFE:** The budgeted annual 1% administration fee for MTC and operating contribution to SAFE were transferred at the beginning of the new fiscal year. Total amount transferred for the 1% administration fee was \$7.5 million, while the contribution to SAFE was \$200,000 for FY 2017-18.

- (4) **Contract carryover encumbrances:** Funds totaling \$1.5 million from FY 2016-17 were added to the budget as prior year contract carryover encumbrances.

- (5) **Seismic Retrofit Capital Project:** The budget amount in the financial was updated to match the approved budget amount in BATA Resolution No. 122, Revised.

If you have any questions about this report, please contact Brian Mayhew at (415) 778-6730.



Steve Heminger

SH:bm
Attachment

BATA Operating Budget

As of March 2018

	FY 2017-18	Actual	Current Budget	% of Budget	year	
	Budget	YTD	Balance Over/(Under)	(col 2/1)	Expired	Encumbrances
REVENUE:						
1. RM 1 Toll Revenues	597,732,225	444,763,341	(152,968,884)	74.4%	75.0%	-
2. RM 2 Toll Revenues	129,692,875	96,575,244	(33,117,631)	74.5%	75.0%	-
3. Toll Violation Revenues	10,000,000	18,393,668	8,393,668	183.9%	75.0%	-
4. Other Revenue	-	3,541,307	3,541,307	N/A	75.0%	-
5. Interest Income	12,000,000	25,553,059	13,553,059	212.9%	75.0%	-
6. GGB&HTD Fastrak Reimbursement	6,733,000	4,051,818	(2,681,182)	60.2%	75.0%	-
7. SFO Fastrak Reimbursement	463,000	233,524	(229,476)	50.4%	75.0%	-
8. Alameda CMA Reimbursement	2,220,000	1,210,022	(1,009,978)	54.5%	75.0%	-
9. VTA 237 Express Lane Reimb.	135,000	81,947	(53,053)	60.7%	75.0%	-
10. Rebate for Build America Bonds	71,278,791	53,573,936	(17,704,855)	75.2%	75.0%	-
11. BAIFA Reimbursement	-	241,287	241,287	N/A	75.0%	-
Total Revenue	830,254,891	648,219,153	(182,035,738)	78.1%	75.0%	-
EXPENSE:						
Caltrans Operations and Maintenance:						
1. Toll Collection & Operations Services	23,600,000	16,634,346	(6,965,654)	70.5%	75.0%	-
2. Toll & Bridge Facility Maint	5,300,000	4,221,880	(1,078,120)	79.7%	75.0%	-
Caltrans O & M Subtotal	28,900,000	20,856,226	(8,043,774)	72.2%	75.0%	-
Fastrak Operations and Maintenance:						
3. RCSC Operations	24,700,000	14,034,540	(10,665,460)	56.8%	75.0%	8,768,410
4. ATCAS Maintenance, IT equip	5,362,576	2,344,310	(3,018,266)	43.7%	75.0%	2,650,390
5. Banking Costs	13,900,000	8,195,463	(5,704,537)	59.0%	75.0%	5,704,537
6. Collection Exp./DMV Exp.	3,700,000	2,007,914	(1,692,086)	54.3%	75.0%	992,673
BATA O & M Subtotal	47,662,576	26,582,227	(21,080,349)	55.8%	75.0%	18,116,010
BATA Toll Bridge Administration:						
7. Staff Costs - Salaries, Benefits & Temps	10,404,969	6,898,962	(3,506,007)	66.3%	75.0%	-
8. Travel, Printing, Memberships & Other	511,913	193,865	(318,048)	37.9%	75.0%	15,401
9. RM 1/RM2 Audit/Accounting/Other	2,897,895	918,446	(1,979,449)	31.7%	75.0%	499,843
10. Misc. Toll Admin Operating Expenses	1,150,000	499,908	(650,092)	43.5%	75.0%	-
11. Professional Fees	1,495,000	640,918	(854,082)	42.9%	75.0%	265,853
12. Other	750,000	57,795	(692,205)	7.7%	75.0%	30,705
Toll Bridge Admin Subtotal	17,209,777	9,209,894	(7,999,883)	53.5%	75.0%	811,802
Other/Transfers:						
13. Transfers to MTC 1% Admin	7,494,251	7,494,251	-	100.0%	75.0%	-
14. Transfers to MTC - Other	789,459	249,674	(539,785)	31.6%	75.0%	177,476
15. Transfers to SAFE	200,000	200,000	-	100.0%	75.0%	-
16. Transfer from Legal Reserve	3,264,505	781,450	(2,483,055)	23.9%	75.0%	2,498,055
17. Transbay Transit Terminal Maint	4,856,084	2,428,880	(2,427,204)	50.0%	75.0%	2,427,204
18. Beale St Assessment	2,000,000	1,262,800	(737,200)	63.1%	75.0%	761,891
19. Depreciation and Amortization	6,110,000	3,772,338	(2,337,662)	61.7%	75.0%	-
20. RM2/Clipper Marketing	3,860,000	1,388,160	(2,471,840)	36.0%	75.0%	719,571
21. RM2 Operating	49,283,000	30,893,072	(18,389,928)	62.7%	75.0%	17,590,531
22. ABAG SFEP	1,106,480	1,106,480	-	100.0%	75.0%	-
Transfers	78,963,779	48,470,625	(29,386,674)	61.4%	75.0%	24,174,728
Debt Service:						
23. Interest and principal payments	540,542,163	137,613,231	(402,928,932)	25.5%	75.0%	-
24. Financing Costs	14,512,500	14,502,042	(10,458)	99.9%	75.0%	2,084,527
Total Debt Service	555,054,663	152,115,273	(402,939,390)	27.4%	75.0%	2,084,527
Transfer to Capital Fund In (Out):						
25. Transfer to Capital Fund	102,414,096	-	(102,414,096)	0.0%	75.0%	-
26. Furniture/Equip./Vehicle	50,000	-	(50,000)	0.0%	75.0%	-
Total Capital Reserve In (Out)	102,464,096	-	(102,464,096)	0.0%	75.0%	-
Total Expense & Transfers	830,254,891	257,234,245	(573,020,646)	31.0%	75.0%	45,187,067
Net	-	390,984,908				

CONTRACTS REQUIRED UNDER BOND ISSUANCE DOCUMENTS

		March'18
Union Bank	<i>Financing Fee</i>	\$6,000

PURCHASE ORDERS EXECUTED BY EXECUTIVE DIRECTOR
\$2,500-\$200,000

March'18

Global Knowledge Training LLC		\$11,317
	<i>Group training</i>	
The Fiber Optic marketplace		\$11,986
	<i>Computer supplies</i>	

**Regional Measure 2 Operating Budget
As of March 2018 (\$000)**

	Project Title	Total Budget	Allocation	Actual	Encumbrance	Balance Remaining
1	Richmond Bridge Express Bus	2,474	2,474	1,237	1,237	-
2	Napa Vine Service	426	426	330	97	-
3	Express Bus North - serving SFOBB, Dumbarton, San Mateo bridges	3,750	3,689	2,771	918	61
4	Express Bus South - serving Carquinez and Benicia Bridges	7,074	7,074	5,699	1,375	-
5	Dumbarton Bus	2,967	2,817	2,431	386	150
6	WETA Ferry Operations	16,500	16,500	13,047	3,453	-
7	Owl Service - BART Corridor	2,054	2,004	1,274	730	50
8	MUNI Metro 3rd St	2,500	2,500	-	2,500	-
9	AC Enhanced Bus Service	3,000	3,000	2,275	725	-
11	Water Emergency Transportation Authority Regional Planning	3,000	3,000	1,829	1,171	-
12	Clipper Operations	2,000	2,000	-	2,000	-
13	Transbay Transit Center	3,000	3,000	-	3,000	-
	Subtotal for Operating Assistance Program	48,745	48,484	30,893	17,591	261
N/A	Clipper Marketing	2,700	-	1,198	-	1,502
N/A	511 Real Time Transit	200	-	-	-	200
N/A	Seamless Transit Map	270	-	129	141	-
N/A	Wayfinding	40	-	-	40	-
N/A	Regional Resource Center	100	-	61	39	-
N/A	AC Transit Services	500	-	-	500	-
N/A	New or Expanded Transit Service	50	-	-	-	50
	Total for Clipper and RM2 Marketing	3,860	-	1,388	720	1,752
	Total	\$52,605	\$48,484	\$32,281	\$18,311	\$2,013

Regional Measure 2 Project Budget
As of March 2018 (\$000) - Life to Date

Program	Project Title	Total Budget	Actual	Encumbrance	Balance Remaining
1	BART/MUNI Direct Connection at Embarcadero & Civic Center Stations	\$3,000	-	-	\$3,000
2	SF MUNI Metro 3rd Street LRT Extension	30,000	30,000	-	-
3	MUNI Historic Streetcar Expansion (E-Line)	10,000	10,000	-	-
4	Dumbarton Commuter Rail Service ^{i,iv,xii}	9,157	8,932	33	192
5	Vallejo Ferry Intermodal Station ^v	26,000	24,752	75	1,173
6	Solano County Express Bus Intermodal Facilities ^{vi}	12,251	12,222	30	-
7	Solano County Corridor Improvements near I-80 / I-680 Interchange	100,000	96,642	3,358	-
8	I-80 EB HOV Lane Extension from Route 4 to Carquinez Bridge	37,175	37,175	-	-
9	Richmond Parkway Park & Ride ^{vii}	3,850	867	706	2,277
10	SMART Extension to Larkspur ^{ii,vii}	56,500	50,288	6,212	-
11	Greenbrae Interchange Improvement ^{ii,viii}	43,500	26,991	2,919	13,591
12	Direct HOV lane connector from I-680 to the Pleasant Hill BART ^{ix}	20,425	14,623	5,484	318
13	Rail Extension to East Contra Costa/E-BART	96,000	92,668	3,332	-
14	Capital Corridor Improvements in Interstate-80/Interstate 680 Corridor ^{vi,x}	35,950	30,482	5,468	-
15	Central Contra Costa Bay Area Rapid Transit (BART) Crossover	25,000	25,000	-	-
16	Benicia-Martinez Bridge: New Span	50,000	50,000	-	-
17	Remaining Regional Express Bus North - Competitive Program Projects ^{v,x}	18,799	18,771	28	-
18	Clipper	35,000	20,748	1,232	13,020
19	Real-time transit information	20,000	19,447	553	-
20	Safe Routes to Transit	22,500	18,454	3,860	186
21	BART Tube Seismic Retrofit	33,801	33,801	-	-
22	Transbay Terminal/Downtown Extension	150,000	148,956	1,044	-
23	Oakland Airport Connector	115,199	115,199	-	-
24	AC Transit Enhanced Bus - Phase 1 (International Blvd/Telegraph Ave. Corridor) ^{vii}	77,760	39,093	38,667	-
25	Commute Ferry Service for Alameda/Oakland/Harbor Bay	12,000	11,719	281	-
26	Commute Ferry Service for Berkeley/Albany	12,000	3,628	8,372	-
27	Commute Ferry Service for South San Francisco	12,000	11,998	2	-
28	Water Transit Facility Imps., Spare Vessels and Environmental Review	48,000	34,938	13,062	-
29	Regional Express Bus South - Remaining Projects ^{iv,vii,xi}	54,933	28,454	8,055	18,424
30	I-880 North Safety Improvements ^{xi}	12,300	11,832	468	-
31	BART Warm Springs Extension ⁱ	186,000	169,317	16,683	-
32	I-580 (Tri Valley) Rapid Transit Corridor Improvements	65,000	50,808	2,197	11,995
33	Regional Rail Master Plan	6,500	6,062	394	44
34	Integrated Fare Structure Program	1,500	900	600	-
35	Transit Commute Benefits Promotion	5,000	3,366	1,634	-
36	Caldecott Tunnel Improvements ^{ix}	45,075	45,074	1	-
37	BART's Fixed Guideway Rehab	64,000	24,000	-	40,000
38	Regional Express Lane Network ⁱⁱⁱ	4,825	-	4,826	-
39	Modifications in I-80 and San Pablo ⁱⁱⁱ	8,000	7,675	325	-
40	Caltrain Electrification ^{viii,xii}	20,000	19,991	9	-
Total		\$1,589,000	\$1,354,873	\$129,909	\$104,220

ⁱ Allocated \$91 million from the Dumbarton Commuter Rail Service to the BART to Warm Springs Extension Project, per Resolution #3801 dated 1/28/09.

ⁱⁱ Allocated \$1.5 million from the SMART Project to Greenbrae Interchange Improvement Project, per Resolution #3801 dated

ⁱⁱⁱ Allocated \$4.5 million to Regional Express Lane and \$7.4 million to the Modifications in I-80 from the I-80 EB HOV Lane Extension, Resolution #3801 dated 4/24/13.

Res#3801 - Date 5/28/14		
Amount (\$000)	From	To
^{iv} \$14,843	Program 4: Dumbarton Commuter Rail Service program	Program 29: Regional Express Bus South program
^v \$2,000	Program 5: Vallejo Ferry Intermodal Station program	Program 17: Regional Express Bus North program
^{vi} \$7,749	Program 6: Solano County Express Bus program	Program 14: I-80/I-680 Capital Corridor Improvements program
^{vii} \$12,760	Program 9: Richmond Parkway Park & Ride \$12.15 million & Program 29: Regional Express Bus North program \$610 thousands.	Program 24: AC Transit Enhanced Bus program
^{viii} \$20,000	Program 11: Greenbrae Interchange Improvement	Program 10: SMART Extension to Larkspur
^{ix} \$5,425	Program 36: Caldecott Tunnel Improvements program	Program 12: I-680 Direct HOV Lane Connector to Pleasant Hill BART program
^x \$3,202	Program 17: Regional Express Bus North program	Program 14: I-80/I-680 Capital Corridor Improvements program
^{xi} \$2,300	Program 29: Regional Express Bus South program	Program 30: I-880 North Safety Improvements program
^{xii} \$20,000	Program 4: Dumbarton Commuter Rail Service program	Program 40: Caltrain Electrification program

^{xiii} Increasing funding by \$13 million to the Clipper Project (18), per Res #3801 dated 12/21/16.

^{xiv} Increasing funding by \$21 million to the Regional Express Bus South Project (29), per Resolution #3801 dated 12/21/16.

^{xv} Increasing funding by \$40 million to the Bart's Fixed Guideway Rehab Project (37), per Resolution #3801 dated 12/21/16.

Shaded projects are completed

Rehab Project Budget

As of March 2018 (\$000) - Life to Date

Program #	Program	Total Budget	Total Expenses	Encumbrance	Balance Remaining
6812	Benicia-Martinez Bridge Rehab	3,083	2,067	-	1,016
6813	Carquinez Bridge Rehab	35,816	34,466	-	1,350
6814	Richmond-San Rafael Bridge Rehab	69,770	54,123	-	15,647
6825	San Francisco-Oakland Bay Bridge Rehab	210,639	172,664	-	37,975
6826	San Mateo-Hayward Bridge Rehab	113,053	106,382	1	6,671
6827	Dumbarton Bridge Rehab	4,792	4,792	-	-
6828	All Bridges Rehab	77,534	70,463	-	7,071
6829	Caltrans Reserve	318	4	-	314
8030	Completed/Defunded/Transferred Projects	117,302	116,626	-	676
8033	Minor Toll Plaza Rehab Projects	935	935	-	-
8210	New Benicia Bridge *	1,715	502	-	1,213
8315	Site Mitigation & Landscaping	154	83	-	71
8615	I-880/SR-92 Landscaping**	6,640	5,495	-	1,145
8629	Minor Bridge Rehab Projects	159	45	-	114
8637	Bay Trail Improvements	115	-	-	115
TOTAL CALTRANS REHAB BUDGET		642,025	568,647	1	73,378
8012	All Electronic Tolling Study	703	699	2	2
8528	Bay Lights Maintenance	480	145	175	160
8530	Drainage Studies for the Bridge	500	295	5	200
8531	Benicia New Toll Plaza ORT	4,153	4,153	-	-
8539	SFOBB Eyebars Repair Review	2,914	2,660	254	-
8540	Regional Transportation Sea Level Rise Asset	2,000	75	-	1,925
8594	SFOBB West Span Pathway PSR	12,300	10,884	666	750
8602	Hybrid/ETC Lane Modifications	874	874	-	-
8631	Procure New Callboxes	2,344	2,344	-	-
8900	2003 CSC Procurement	12,358	11,047	3	1,308
8901	ETC Transponder Procurement	78,631	74,293	3,750	588
8902	2012 CSC Procurement	19,950	17,649	1,687	614
8903	ATCAS Lane Host Upgrades	33,605	31,753	289	1,563
8904	Fastrak Sign & Sign Structure Improvements	29,510	29,336	174	-
8905	Misc. Bridge Improvements	8,499	5,834	533	2,132
8907	Toll Plaza Capital Improvements	21,948	16,409	3,043	2,496
8908	Enterprise Computing HW/SW	4,035	2,738	-	1,297
8909	Gateway Park Planning	30,113	15,586	1,775	12,752
8912	ETC Transponder Tag Swap	2,137	1,929	-	208
8913	SFOBB Administration Building	25,619	25,220	-	399
8914	Violation Enforcement System Upgrade	7,842	7,841	-	-
8916	Bay Crossing Study	540	540	-	-
8917	IT Security Procedures & Policies	750	269	-	481
8918	Maintenance Complex	531	460	24	47
8920	Plaza and Canopy Improvements	9,263	8,545	26	692
8921	SFOBB Lane 17 & 18 Lane Reconfiguration	3,575	1,664	43	1,868
8922	Metering Lights Replacement	8,930	1,135	2,274	5,521
8923	Bridge Records Recordation and Storage	500	55	-	445
8924	Antioch Bridge Approach	50,000	49,070	840	90
8926	Bridge Modeling & Investigations	5,801	623	327	4,851
8928	BATA Program Contingency	3,259	300	-	2,959
8930	Richmond-San Rafael Bridge Rehab	78,928	36,069	21,514	21,345
8933	Plan Bay Area TMS	9,000	3,473	4,967	560
8934	Temp License Plate System Implementation	500	-	-	500
8936	Backhaul Connection Infrastructure	1,000	744	120	136
8937	Future CSC Procurement	3,000	179	659	2,162
8938	Misc. East Span Project Improvements	12,084	-	-	12,084
8939	Asset Management	2,000	-	-	2,000
8000-05	Capital Program Audit	8,300	6,613	340	1,347
8000-16	SRA/RM1 Program Monitoring	46,045	44,709	159	1,177
Total BATA REHAB BUDGET		544,521	416,212	43,649	84,659
TOTAL REHAB BUDGET		1,186,546	984,859	43,650	158,037

Shaded projects are completed

* Moved \$5 million from RM 1 New Benicia Bridge to Caltrans Rehab.

** Moved \$5.958 million from RM 1 I-880/SR-92 Interchange Landscaping to Caltrans Rehab.

Seismic Capital Project Budget

As of March 2018 (\$000) - Life to Date

	Program	Base Budget	Current Budget***	Total Expenses*	Encumbrance	Remaining Balance
8103	San Francisco-Oakland Bay Bridge East Span Repl	\$ 5,486,600	\$ 6,529,371	\$ 6,387,281	\$ 142,090	\$ -
8109	San Francisco-Oakland Bay Bridge West Span Retrofit	307,900	305,316	305,316	-	-
8106	San Francisco-Oakland Bay Bridge West Approach Repl	429,000	459,500	450,385	9,115	-
8100	Antioch Bridge Retrofit	-	71,100	71,093	7	-
8122	Dumbarton Bridge Retrofit	-	112,400	112,350	50	-
8112	Richmond-San Rafael Bridge Retrofit	808,100	812,100	794,870	17,230	-
8115	Benicia-Martinez Bridge Retrofit	177,800	177,830	177,817	13	-
8118	Carquinez Bridge Retrofit	114,200	114,206	114,206	-	-
8121	San Mateo-Hayward Bridge Retrofit	163,500	163,412	163,412	-	-
	Subtotal for Bay Area Bridges	7,487,100	8,745,235	8,576,730	168,505	-
8128	Misc Program Costs	30,000	30,000	26,024	3,976	-
8729	Program Contingency**	989,000	14,735	-	14,735	-
8124	Vincent Thomas Bridge Retrofit (non-BATA, for information	58,500	58,510	58,411	99	-
8127	San Diego-Coronado Bridge Retrofit (non BATA, for	103,500	103,520	103,235	285	-
	Subtotal for Other Bridges	162,000	162,030	161,646	384	-
	Total for Toll Bridge Seismic Retrofit Program	\$ 8,668,100	\$ 8,952,000	\$ 8,764,400	\$ 187,600	\$ -

*Includes pre AB144 LTD expenses from Caltrans to April 2006	3,709,068
Bata expenses from May 2006 to current	5,055,332
	<u>8,764,400</u>

**** Contingency Allocation**

Contingency per Budget	989,000
Allocation to SFO BB East Span Repl 7/07	(179,220)
Allocation to Benicia-Martinez 7/07	(30)
Allocation to San Mateo-Hayward 7/07	(10)
Allocation to Vincent Thomas 7/07	(10)
Allocation to San Diego-Coronado 7/07	(20)
Unallocate from Carquinez 7/07	70
Allocation to SFO BB West Approach 3/26/08	(24,700)
Allocation to SFO BB East Span Repl 7/08	(36,290)
Unallocate from Richmond SR 7/08	8,500
Allocations to SFOBB West Approach 12/17/08	(17,000)
Allocation to SFOBB East Span Replacement 12/09	(50,600)
Allocation for Antioch Contingency 1/10	72,000
Allocation for Dumbarton Contingency 1/10	118,000
Allocation to SFOBB East Span Replacement 7/10	(138,390)
Unallocate from SFOBB West Approach 7/10	3,000
Unallocate from Antioch Contingency 7/10	(43,000)
Allocate to SFOBB East Span 9/10	(293,080)
Allocate to SFOBB East Span 3/23/11	(106,200)
Allocate to SFOBB East Span 6/27/12	(14,450)
Allocate to SFOBB West Approach 6/27/12	(1,000)
Allocate to Carquinez 6/27/12	(70)
Unallocate from SFOBB East Span 11/28/12	17,230
Unallocate from SFOBB West Span 11/28/12	2,584
Allocate to SFOBB West Approach 11/28/12	(1,000)
Allocate to Carquinez 11/28/12	(6)
Unallocate from San Mateo-Hayward 11/28/12	98
Unallocate Antioch Bridge 11/28/12	19,000
Unallocate Dumbarton Bridge 11/28/12	300
Allocate to SFOBB East Span 2/27/13	(5,569)
Allocate to Transit Core Capacity Challenge Grant 12/18/13	(130,000)
Allocate to SFOBB East Span 7/1/14	(103,800)
Unallocate Antioch Bridge 7/1/15	10,900
Unallocate Dumbarton Bridge 7/1/15	34,500
Allocate to SFOBB East Span 3/23/16	(58,131)
Allocate to SFOBB East Span 7/1/16	(6,000)
Allocate to SFOBB East Span 10/26/16	(25,700)
Allocate to SFOBB East Span 5/24/16	(1,500)
Allocate to SFOBB East Span 7/1/17	(11,171)
Allocate to SFOBB East Span 9/27/17	(13,500)
Remaining Balance	<u>14,735</u>

Shaded projects are completed

***Financial reflects budget update approved on 9/27/2017

AB 1171 Project Budget

As of March 2018 (\$000) - Life to Date

Project Title	Total Budget	Allocation	Actual	Encumbrance	Balance Remaining
Doyle Drive Replacement	80,000	80,000	80,000	-	-
East Contra Costa BART Extension	111,500	111,500	108,306	3,194	-
Transbay Terminal/Downtown Extension:Phase 1	150,000	150,000	147,681	2,319	-
Tri-Valley Transit Access Improve. To BART	95,000	11,732	11,433	299	83,268
Regional Express Lane Network	2,800	2,800	2,800	-	-
Fairfield/Vacaville Train Station	9,000	9,000	8,315	685	-
I80/680 Interchange	100,000	100,000	98,578	1,422	-
Other Corridor Improvement	10,200	10,150	10,150	-	50
VTA Mission/Warren/Truck Rail Facility	6,500	6,500	5,811	689	-
BART to Warm Spring Extension	5,000	5,000	4,898	102	-
Total	\$570,000	\$486,682	\$477,973	\$8,709	\$83,318

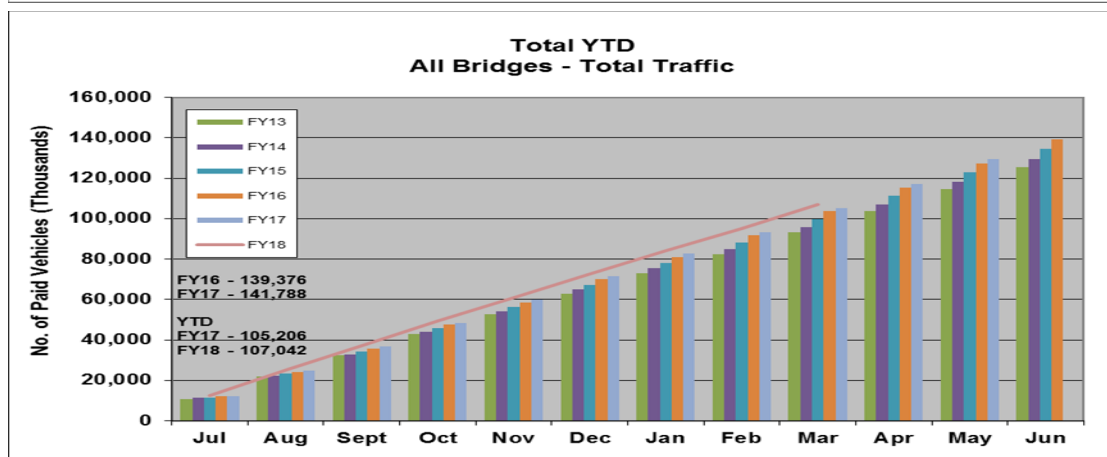
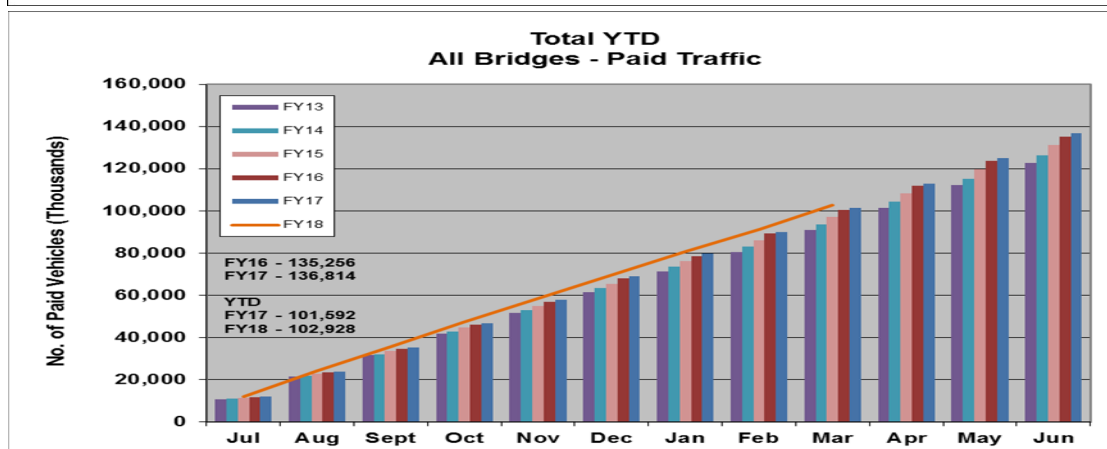
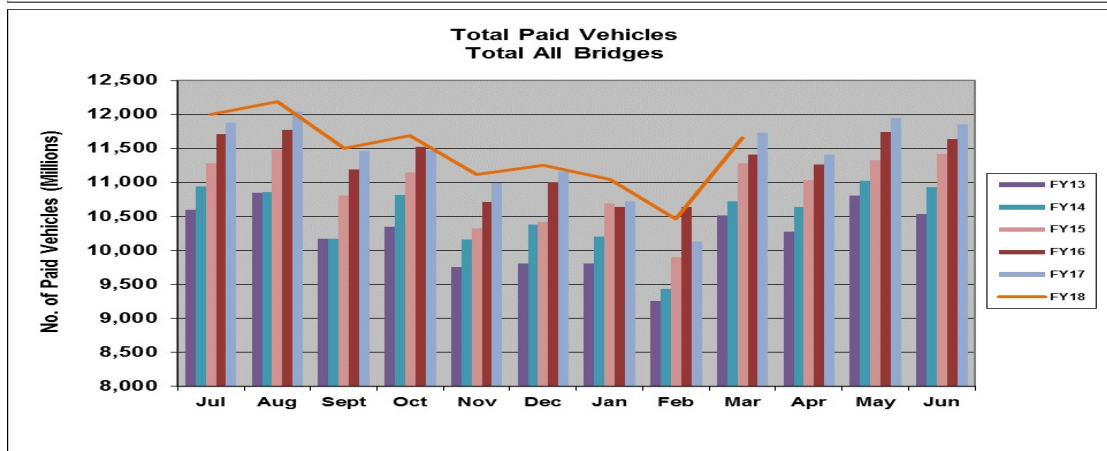
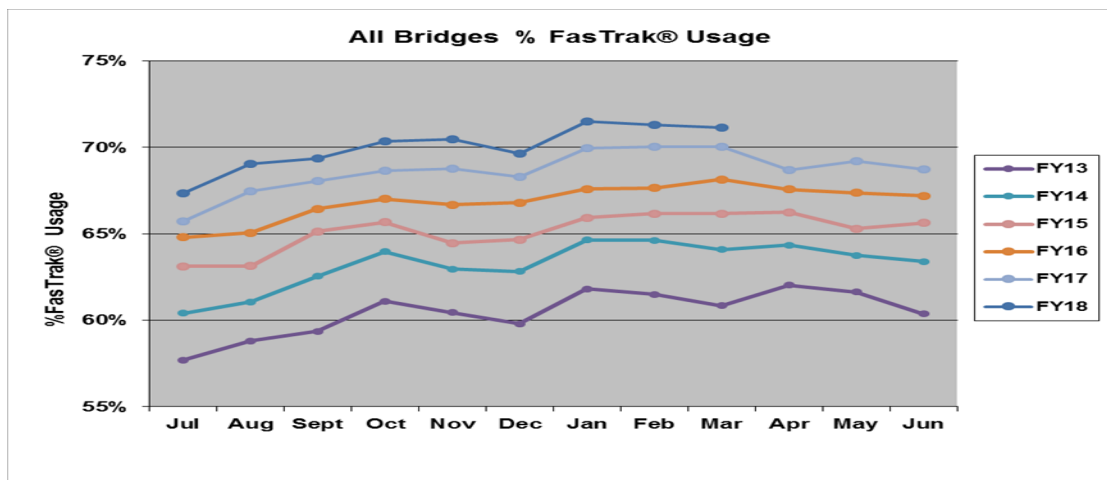
AB 1171 Program Budget:	\$570,000
Approved Projects:	\$486,682
AB 1171 Program Balance:	<u>\$83,318</u>

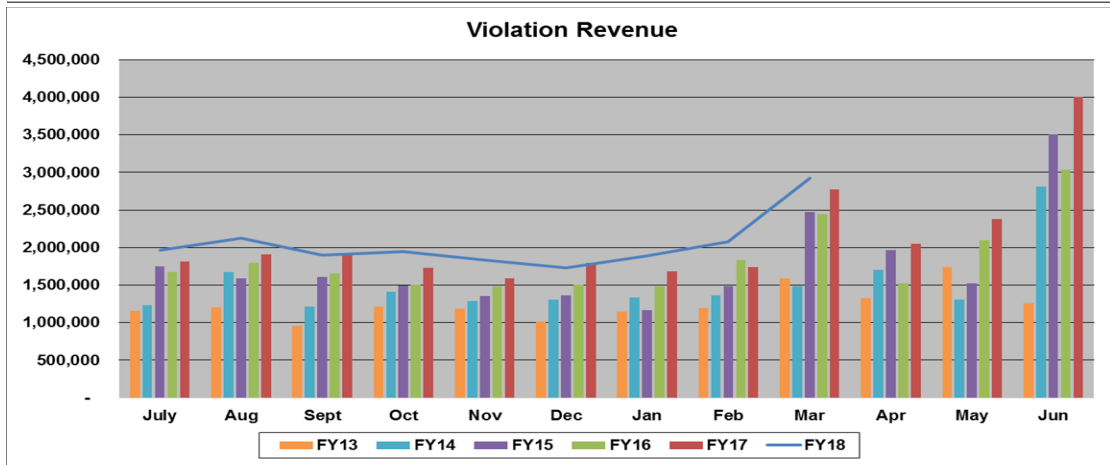
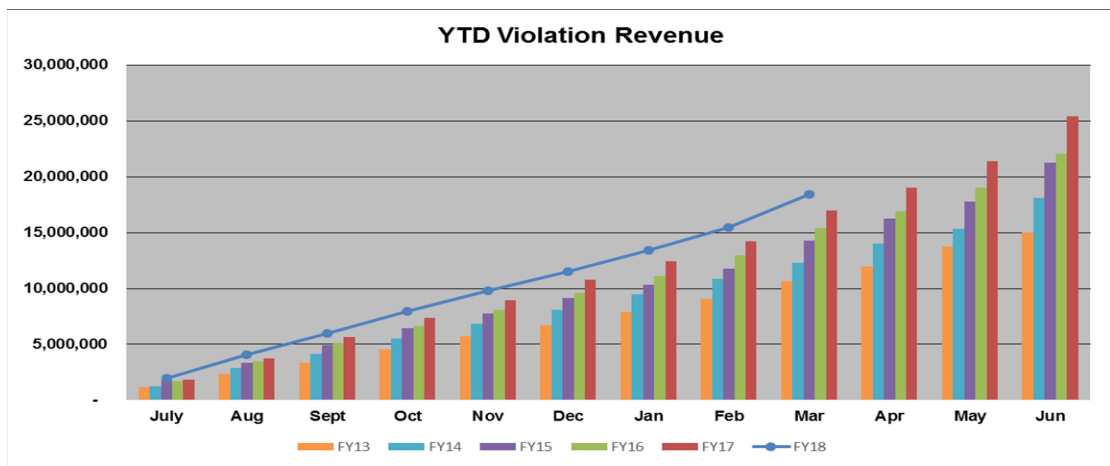
Shaded projects are completed

Other Capital Projects

As of March 2018 (\$000) - Life to Date

					Balance
	Project Title	Total Budget	Actual	Encumbrance	Remaining
6840	Program Costs: Planning, Coordination & Management	28,437	17,596	6,538	4,303
6841	Centralized Toll System	33,574	15,728	13,061	4,785
6842	CC-680 Southern Segment Conversion	55,649	49,721	3,935	1,993
6843	Capitalized Start-up O&M	16,000	4,560	3,038	8,402
6844	ALA-880 Conversion	132,466	55,077	61,104	16,285
6845	CC-680 Northern Segment - Southbound Conversion	51,288	5,256	3,048	42,984
6846	SOL-80 West Conversion	2,852	308	1,053	1,491
6847	Program Contingency	5,114	-	-	5,114
6849	SOL-80 East Express Lane Conversion	16,114	8,348	5,306	2,460
6851	84/Dumbarton Bridge	323	323	-	-
6852	92/San Mateo Bridge	369	369	-	-
849	Express Lanes Total	\$342,186	\$157,287	\$97,084	\$87,816
847	Core Capacity Challenge	250,000	9,535	46,804	193,661
Grand Total		\$592,186	\$166,822	\$143,888	\$281,477







Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #: 18-0305 **Version:** 1 **Name:**

Type: Contract **Status:** Consent

File created: 4/9/2018 **In control:** Bay Area Toll Authority Oversight Committee

On agenda: 5/9/2018 **Final action:**

Title: Contract Amendment - Advanced Toll Collection and Accounting System (ATCAS II): TransCore, LP (\$856,727)

Sponsors:

Indexes:

Code sections:

Attachments: [2c Transcore Contract Amendment.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:

Contract Amendment - Advanced Toll Collection and Accounting System (ATCAS II): TransCore, LP (\$856,727)

Presenter:

Jeff Gerbracht

Recommended Action:

Committee Approval



BAY AREA TOLL AUTHORITY
 Bay Area Metro Center
 375 Beale Street
 San Francisco, CA 94105
 TEL 415.778.6700
 WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee

DATE: May 2, 2018

FR: Executive Director

W. I. 1252

RE: Contract Amendment – Advanced Toll Collection and Accounting System (ATCAS II):
 TransCore, LP (\$856,727)

This memorandum requests the Committee to authorize the Executive Director to enter into a contract amendment with TransCore, LP (TransCore) in an amount not to exceed \$856,727 to provide funds to modify the toll equipment and system to support updates to California's tolling interoperability requirements.

Background

All toll facilities in California utilize electronic toll collection (ETC), which employs automatic vehicle identification (AVI) to communicate with a toll tag in a vehicle as it passes through a read point. Senate Bill 1523 (Kopp, 1990) mandated the California Department of Transportation (Caltrans) work with the State's toll facility operators to develop a standard communications protocol for ETC systems. The bill required the protocol, known as "Title 21," to allow for a single type of toll tag to be used across all toll facilities in California. The protocol has been in place since 1990.

To reduce the cost of toll tags and capitalize upon newer technologies, BATA and other California toll facility operators selected a protocol known as "6C" to be considered for inclusion within the existing Title-21 regulation. Caltrans projected switching to the 6C protocol may reduce toll facility operator expenditures statewide by as much as \$20 million annually. The proposed changes to modify the regulation to adopt the 6C protocol were finalized by Caltrans in December of 2017 and the updated regulation requires California toll operators to read 6C tags by January 1, 2019. Accordingly, BATA is preparing to update its tolling system.

In September 2009, after a competitive procurement, the Committee authorized BATA to enter into a contract with TransCore to replace the original toll collection accounting system. Installation was completed in late 2013 followed by a one-year warranty period and six years of maintenance which ends in September 2020. Maintaining the toll collection system involves daily inspections of lane system hardware, continuous monitoring of toll transaction data, and periodic software improvements along with corrective maintenance whenever equipment is no longer functioning.

The system-wide upgrade to read the 6C protocol requires hardware and software changes. The noteworthy changes to the system include: upgrading the existing AVI hardware with new

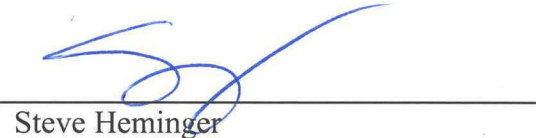
May 2, 2018**Page 2 of 2**

transceiver boards and firmware within BATA's 71 lanes; tuning each antenna so the AVI mapping zones are targeted for each appropriate lane; performing freeway lane closures of Open Road Tolling zones at the Benicia and Bay Bridge Toll Plazas; working with the Regional Customer Service Center contractor to ensure data is transferred and received accurately; and updating toll system documentation.

Attachment A includes a summary of TransCore and its project team's small business and disadvantaged business enterprise status.

Recommendation

Staff recommends this Committee authorize the Executive Director or his designee to negotiate and enter into a contract amendment with TransCore in an amount not to exceed \$856,727 to modify the toll equipment and system to comply with the State of California's requirement to read the 6C protocol by January 1, 2019.


Steve Heminger

SH:nt

Attachment A
Small Business and Disadvantaged Business Enterprise Status

		DBE* Firm			SBE** Firm		
		Yes	If Yes, List #	No	Yes	If Yes, List #	No
Prime Contractor	TransCore, LP			X			X
Subcontractor	Transport Data Systems			X			X
	Statewide Traffic Control			X			X
	Cogencia			X			X

*Denotes certification by the California Unified Certification Program (CUCP).

**Denotes certification by the State of California.

REQUEST FOR COMMITTEE APPROVAL
Summary of Proposed Contract Amendment

Work Item No.:	1252
Vendor:	TransCore, LP (Nashville, Tennessee)
Work Project Title:	New Advanced Toll Collection and Accounting System (ATCAS II)
Purpose of Project:	Maintaining the Toll Collection and Accounting System operated on the seven state-owned toll bridges.
Brief Scope of Work:	Modify ATCAS II for the ability to read both Title 21 and 6C protocols.
Project Cost Not to Exceed:	This amendment - \$856,727 Current contract amount before this amendment - \$40,887,058 Maximum contract amount after the amendment - \$41,743,785
Funding Source:	Toll Bridge Rehabilitation Program Funds
Fiscal Impact:	Funds are included in the FY 2017-18 Toll Bridge Rehabilitation Program Budget.
Motion by Committee:	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with TransCore, LP to provide continuing maintenance services as described above and in the Executive Director's memorandum dated May 2, 2018, and the Chief Financial Officer is authorized to set aside funds in the amount of \$856,727 for such contract amendment.
BATA Oversight Committee:	
	<hr/> Amy Worth, Chair
Approved:	May 9, 2018



Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #: 18-0300 **Version:** 1 **Name:**

Type: Resolution **Status:** Consent

File created: 4/6/2018 **In control:** Bay Area Toll Authority Oversight Committee

On agenda: 5/9/2018 **Final action:**

Title: Memorandum of Understanding between the Bay Area Toll Authority (BATA), Sonoma-Marín Area Rail Transit (SMART), and Golden Gate Bridge, Highway and Transportation District (GGB) regarding the San Rafael Transit Center

Sponsors:

Indexes:

Code sections:

Attachments: [2d_MOU-BATA-SMART-GGB.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:

Memorandum of Understanding between the Bay Area Toll Authority (BATA), Sonoma-Marín Area Rail Transit (SMART), and Golden Gate Bridge, Highway and Transportation District (GGB) regarding the San Rafael Transit Center

Presenter:

Craig Bosman

Recommended Action:

Committee Approval



BAY AREA TOLL AUTHORITY
Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105
TEL 415.778.6700
WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee

DATE: May 2, 2018

FR: Executive Director

W. I. 1255

RE: Memorandum of Understanding between Bay Area Toll Authority (BATA), Sonoma-Marin Area Rail Transit (SMART), and Golden Gate Bridge, Highway and Transportation District (GGB) regarding the San Rafael Transit Center

This memorandum requests that the Committee authorize the Executive Director to enter into a Memorandum of Understanding with Sonoma-Marin Area Rail Transit (SMART) and the Golden Gate Bridge, Highway and Transportation District (GGB) regarding the San Rafael Transit Center.

Background

GGB and SMART entered into a Memorandum of Understanding as of April 28, 2017 (2017 MOU) that provided a mechanism to fund and construct interim improvements to the San Rafael Transit Center (SRTC), and that provided the mechanism to ensure that funding is ultimately provided for the construction of the permanent SRTC improvements. On October 10, 2017, Governor Brown signed into law Senate Bill 595 that authorized BATA to seek voter approval for a toll increase on the state-owned toll bridges located in the Bay Area (RM3). On January 24, 2018, BATA took that action, approving placing RM3 on the June 5, 2018 ballot. Voter approval of RM3 would provide \$30 million towards the construction of permanent SRTC improvements.

In light of the passage of SB 595, BATA, SMART, and GGB have negotiated the terms for a new Memorandum of Understanding to memorialize agreements with respect to funding the relocation and construction of a permanent SRTC facility (the Project), consistent with SB 595 and the 2017 MOU. The agreements are as follows:

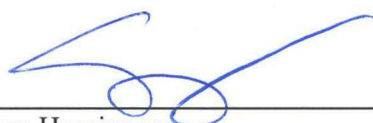
1. GGB and SMART recognize that the SRTC Interim Improvements (as described in the 2017 MOU) are suboptimal and temporary, and as such the SRTC Interim Improvements do not satisfy the need to relocate and construct a permanent SRTC facility to accommodate reasonably anticipated levels of public transit bus and shuttle services in the long term.
2. The parties acknowledge that the passage of SB 595 and BATA's January 24, 2018, action to place the toll increase before the voters in June 2015, creates a potential source of \$30 million in RM3 funding for the Project.
3. The parties acknowledge that the Project has not been fully scoped and environmentally cleared, so the cost of the Project may exceed the \$30 million from RM3. GGB and SMART will cooperate and pursue additional potential revenue sources for the Project, including, but not limited to, revenues derived from proposed RM3, new State Transportation Improvement Program funds, and Federal transportation and infrastructure funding.

4. As owner of the permanent SRTC, GGB shall be the lead agency for the environmental review of the Project under the California Environmental Quality Act ("CEQA"), as well as the lead agency for the design, development, and construction of the Project.
5. SMART shall be a responsible agency for the purposes of environmental review of the Project under CEQA.
6. The parties agree that the selected alternative must be approved by the SMART Board of Directors.
7. The parties agree that GGB will be the recipient of RM3 funding.
8. The parties agree that BATA will not allocate RM3 monies for the construction of the Project absent the SMART Board of Directors' approval of the selected alternative.
9. Any funds generated from the sale or redevelopment of the existing SRTC site, as applicable, will be reinvested in the Project, with the understanding that GGB shall own the new permanent SRTC facility.
10. GGB and SMART agree that entering into this Memorandum of Understanding fully satisfies the requirement for a new funding agreement for relocation and construction of a permanent SRTC Facility, as contemplated in Sections B.2 and B.3 of the 2017 MOU.

The Boards of Directors of GGB and SMART approved these terms for incorporation into a memorandum of understanding on February 22, 2018 and March 21, 2018, respectively.

Recommendation

Staff requests the Committee authorize the Executive Director or his designee to negotiate and enter into a Memorandum of Understanding with SMART and GGB regarding the SRTC, in substantially the form attached to this memorandum as Attachment B.



Steve Heminger

SH:cb

Attachments: (A) 2017 MOU between SMART and GGB;
(B) Draft 2018 MOU between BATA, SMART, and GGB

Memorandum of Understanding

Between Golden Gate Bridge, Highway and Transportation District and Sonoma Marin Area Rail Transit District

This Memorandum of Understanding ("2017 MOU" or "Agreement") is entered into as of this 28th day of April 2017 ("Effective Date"), by and between the Golden Gate Bridge, Highway and Transportation District, a special district ("GGB"), and the Sonoma Marin Area Rail Transit District, a special district ("SMART"), (collectively referred to as the "parties").

Recitals

A. Introduction

The parties entered into a Memorandum of Understanding as of October 25, 2005 ("2005 MOU") that required GGB and SMART to enter into an agreement for the funding of construction of improvements to the San Rafael Transportation Center ("SRTC"). This 2017 MOU is entered into to satisfy this requirement of the 2005 MOU by providing the mechanism to fund and construct interim improvements to the SRTC, which are suboptimal as compared to the existing SRTC, and by providing the mechanism to insure that the funding is ultimately provided for the construction of the permanent SRTC improvements.

B. Collaboration for SRTC Plan

Since 2015, a multi-agency effort to redesign and relocate the SRTC facilities has been underway. A 2017 revised effort developed a plan that will allow bus operations to be maintained on site at the SRTC with relocated and reconstructed platforms. This interim facility design eliminates the need to relocate bus operations and construct and operate bus stops on surrounding City streets for the near term, but the interim facility is less functional than the existing SRTC. Accordingly, it does not satisfy the need for a permanent replacement of the SRTC in the long term. In order to accommodate construction of the extension of the SMART rail line to Larkspur ("Larkspur Extension") as soon as possible, this 2017 MOU identifies the roles and responsibilities of the parties for the funding and construction of interim improvements at the SRTC, and also identifies the requirements for the funding of the construction of the permanent SRTC improvements.

Agreement

The parties agree as follows:

A. Design, Funding and Construction of the SRTC Interim Improvements

1. The parties have jointly developed an interim design for improvements to the SRTC to accommodate both bus and rail service. The parties cooperated in conducting proxy tests of an interim design that reconfigures the passenger platforms and traffic circulation at the existing SRTC site. The agreed upon interim design and specific improvements were presented by the GGB General Manager to SMART's Board of Directors on March 15, 2017 and reviewed by the GGB Transportation Committee on March 23, 2017, as shown on the attached Exhibit A ("SRTC Interim Improvements").

2. The list of the SRTC Interim Improvements identified as necessary to construct and reconstruct facilities at the SRTC, together with construction design details and sequencing requirements, is shown on the table attached as Exhibit B.

3. SMART is the lead agency responsible for the final design and construction of the SRTC Interim Improvements, and will bear any and all costs including but not limited to planning, design, environmental, and construction costs. SMART has agreed to fully fund the cost of the SRTC Interim Improvements. The amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) using "Port Sonoma" federal Funds has been committed to this effort. SMART, at its sole expense, will develop technical specifications and drawings to complete the design and incorporate the construction work elements described in Exhibit B. The parties recognize that the costs to construct the interim SRTC improvements will likely exceed \$3.2 million, and SMART will be responsible for funding the full cost.

4. The final design and completion of construction of the SRTC Interim Improvements shall be subject to the approval of GGB. GGB agrees it will not unreasonably withhold its review and consent to final plans. Any changes to the approved final design must be approved by GGB.

5. SMART will provide appropriate notice and signage, and its public information staff will coordinate with GGB public information staff to develop a public information campaign to inform the public in advance about the construction schedule for the SRTC Interim Improvements.

6. SMART shall incorporate the SRTC Interim Improvements into SMART's Larkspur Extension Project, to be bid, constructed and managed thereunder. All construction work for the SRTC Interim Improvements shall occur only between 10:30 p.m. Friday through 5 a.m. Monday, unless the parties agree in writing to an alternate schedule. There shall be no disruption to weekday bus schedules and the bus bays shall be open for scheduled bus operations at the SRTC. All construction of the Larkspur Extension through the SRTC will be conducted in such a manner as to not adversely affect existing bus transit operations at the SRTC. SMART shall ensure that its contracts for the Larkspur Extension incorporate these construction windows, and SMART agrees to enforce these contract provisions as a material condition of this MOU.

B. *Design and Funding For Relocation and Construction of Permanent SRTC Facility*

1. The parties recognize that the SRTC Interim Improvements are suboptimal and temporary, and as such the SRTC Interim Improvements do not satisfy the need to relocate and construct a permanent SRTC facility to accommodate reasonably anticipated levels of public transit bus and shuttle services in the long term.

2. The parties will develop a full funding plan for the permanent relocation and construction of improvements for the SRTC, and shall vigorously pursue all potential revenue sources, including, but not limited to, revenues derived from proposed Regional Measure 3, new State Transportation Improvement Program funds, and Federal transportation and infrastructure funding. In the event that the parties are unsuccessful in obtaining the identified and necessary funding from the referenced sources, the parties shall fully cooperate to develop an alternative funding plan.

3. SMART agrees to not issue a notice to proceed for construction of any rail construction north of Windsor until the parties have entered into a new agreement for the funding of the construction of the permanent SRTC improvements. As owner of the permanent SRTC, GGB shall be the lead agency for the environmental clearance, design, development, and construction of the permanent SRTC facility.

4. Any funds generated from the sale or redevelopment of the existing SRTC site, as applicable, will be reinvested in the permanent SRTC relocation site, with the understanding that GGB shall own the new permanent SRTC facility.

C. *Property Acquisition*

1. SMART agrees to acquire any property required for the Larkspur Extension, including the SRTC Interim Improvements, at its sole cost and expense.

2. The parties recognize that certain SRTC property owned by GGB will be necessary for the Larkspur Extension. The parties will negotiate the terms and conditions for SMART's purchase of the required property from GGB, subject to a permanent non-exclusive easement retained by GGB for the limited purpose of operating and maintaining the SRTC. Title to the additional rail line property acquired for the Larkspur Extension shall be held by SMART. The permanent nonexclusive easement held by GGB as described in the 2005 MOU at 1.4.a, Retained Rights, and in the Deed conveying the ROW to SMART over that portion of the SRTC located on the San Rafael ROW ("SRTC Easement") remains unchanged by this MOU.

D. *Joint Use, Operation, and Maintenance of the Interim Transit Facility and the Permanent Relocation of the SRTC*

1. Prior to the initiation of passenger rail service on the Larkspur Extension, the parties shall develop a program for the joint use, operation, and maintenance of the SRTC, as necessary to coordinate bus and rail operations.

2. In the event that construction of the Larkspur Extension project is terminated or abandoned for any reason, and the existing SRTC has been made unusable due to the initiation of construction (e.g., demolition of the platform(s)), SMART, at its sole expense, shall restore the SRTC to its existing functionality for public transportation operations.

E. *Additional Terms*

1. Dispute Resolution. Any controversy, claim or dispute arising out of or related to the interpretation, construction, performance or breach of this Agreement, which cannot be resolved by the parties after good faith discussions shall be submitted to mediation in the County of Marin, California, administered by the American Arbitration Association under its Commercial Mediation Rules. Mediation shall proceed and continue until such time as the matter is either resolved or the mediator finds or the parties agree that mediation should not continue. If the parties cannot resolve the controversy, claim or dispute through the mediation process described above, the matter shall be settled by arbitration in the County of Marin, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All direct costs and expenses of each party other than those for payment of the mediator or arbitrator(s) and/or mediation or arbitration facilities shall be borne and paid for by the party that incurs such expenses.

2. Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

3. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. The parties to this agreement may not assign, encumber or otherwise transfer its rights under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and confer no rights on the transferee.

4. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action against any party to this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties. Except as specifically modified by this Agreement, the 2005 MOU remains in full force and effect.

6. Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the party to be bound.

7. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8. Timeliness. GGB and SMART hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

9. Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or (i) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as any party may, from time to time, specify in writing to the other in the manner described above:

if to SMART:

Sonoma Marin Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
Attn: Farhad Mansourian, General Manager

with copy to:

Tom Lyons, Legal Counsel
5401 Old Redwood Highway
Suite 200
Petaluma CA 94954

if to GGB:

Golden Gate Bridge Highway and
Transportation District
Box 9000 Presidio Station
San Francisco, CA 94129-0601
Attn: Denis Mulligan, General Manager

with a copy to:

Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
Attn: Kim Manolius, Attorney for the District

10. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including mediation or arbitration, brought by any party in which this Agreement is subject, shall be brought in the County of Marin, California.

11. Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12. Invalidity. Any provision of this Agreement which is invalid, void, or illegal, shall not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement shall remain in full force and effect

13. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Number and Gender. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

15. Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.

16. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding with the intent to be legally bound.

GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT, a special district

By: Denis Mulligan
Name: Denis Mulligan
Its: General Manager

APPROVED AS TO FORM

[Signature]
Attorney

SONOMA MARIN AREA RAIL TRANSIT DISTRICT,
a special district

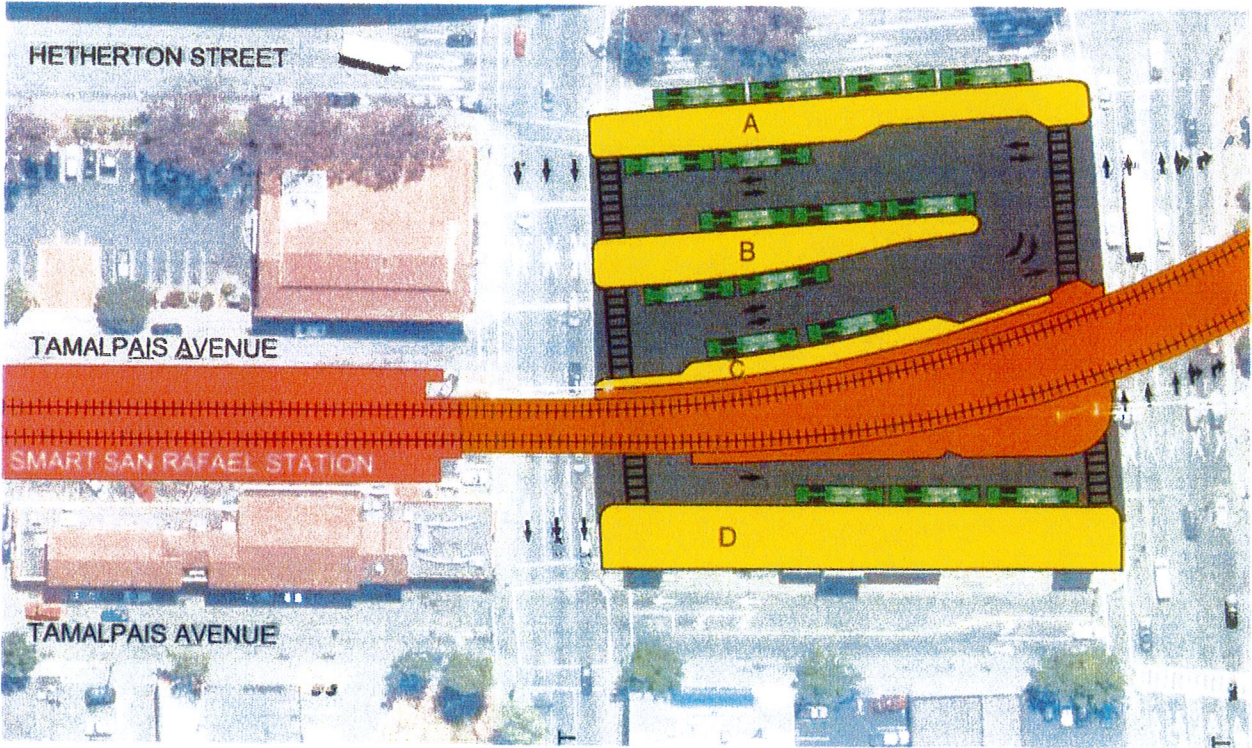
By: [Signature]
Name: GARHAT MANSOURIAN
Its: General Manager

APPROVED AS TO FORM

[Signature]
Attorney

Reconfigured Transit Center

EXHIBIT A



▼ SRTC Construction

Construction of SMART's Larkspur Extension will require construction of a dual railroad trackway through the footprint of the SRTC. SMART will prepare a design that accommodates both rail and bus on the footprint of the SRTC.

The following is based, in part, on conceptual plans prepared by SMART on February 27, 2017.

▼ 1 General Conditions

▼ 1.1 Off-Site Construction

- Larkspur Extension

Initiate construction of the Larkspur Extension at the Larkspur Station site and proceed northward

▼ 1.2 Definitions

- "Open"
- "Partial Closure"
- "Total Closure"

Platform and roadway areas to remain open to the public, allow full use by buses (i.e., access, egress, passenger/wheelchair/bicycle boarding and alighting), and remain clear of construction equipment and materials

Hours when construction is limited to a specific platform area. Adjoining areas of the same platform shall remain "Open" and allow unobstructed movement by bus customers

Hours when platform is closed to the public and bus loading/unloading operations.

► 1.3 On-Site Construction Scope of Work

The purpose of the design is to:

- identify all modifications and on-site construction activity required for the SRTC,
- provide an equal or superior level of operational flexibility for all transit providers to, from and within the SRTC, and
- provide an equal or superior level of comfort and convenience for all transit customers to, from and within the SRTC.

- 1.4 Design Plans

SMART shall develop detailed design plans for all affected bus platform areas. These plans will include:

* Design Criteria

* Construction Plans (35%, 65%, 95%, 100%)

- utilities
- demo & site preparation
- platform amenity plan
- pavement & drainage plan
- construction phasing plan
- construction details
- traffic signing & striping plan
- pedestrian wayfinding plan
- pedestrian wayfinding sign specifications and schedules

* Construction Schedule

* Construction Progress Review

All plans (including final As-Built) shall be:

* Reviewed and approved by GGBHTD

* Full size plan set:

- sheet size: 22" by 34"
- AutoCAD version 2015 2D
- printable PDF
- all electric files to be included in one folder

▼ 1.5 Permanent Construction Elements

- Canopies and Structural Columns

All new or modified platform areas are to maintain or exceed existing levels of comfort and convenience for customers waiting and queuing for buses.

All modified, new or temporary canopies are to be approved by GGBHTD
- Security Cameras

All security cameras affected by construction are to be repositioned or replaced in accordance to GGBHTD specifications
- Lighting

All roadway and platform lighting affected by construction are to be modified in accordance to GGBHTD specifications
- Signs

All new or modified traffic regulatory and pedestrian wayfinding signs are to be in conformance with:
—CA MUTCD
—MTC Regional Transit Wayfinding Guidelines & Standards.
- Customer Amenities

All customer amenities (e.g., seating, map cases, trash receptacles) to be affected by construction are to be approved by GGBHTD
- Platforms

All new or modified platform areas and materials are to be in conformance with existing GGBHTD platform specifications
- Roadway Pavement

All new or modified roadway pavement is to be in conformance with existing GGBHTD pavement specifications
- Pavement Markings

All new crosswalks and word messages are to be in thermoplastic.
- Utilities

Provide continuous service and limit transition from 'existing' to 'new/modified' conduits between 2:00 am and 5:00 am.

▼ 1.6 Temporary Construction Elements

- Canopies and Temporary Shelters

All platform areas are to remain covered during construction.
- Lighting

All platform areas are to remain lit during periods of darkness.
- Mid-Platform Crosswalks

All mid-platform crosswalk landings are to be signed as 'CLOSED' and provide messaging directing customers to crosswalks along Third Street
- At Conclusion of Construction

All temporary shelters, signs and lighting are to be removed and disposed by construction contractor

▼ 1.7 Notification and Coordination

- Transit operators, transit customers, and tenants

Provide 30-day notice and monthly construction updates to GGBHTD Resident Engineer, SRTC customers, SRTC operators and SRTC tenants of: impending construction, temporary impacts and detours (e.g., platform closures, crosswalk closures, temporary or permanent bus berth reassignments).

Coordinate with GGBHTD for contacts at: Marin Transit, Sonoma County Transit, Marin Airporter, Sonoma County Airport Express, Greyhound, and SRTC Concessionaire
- Taxi operators

Provide 30-day notice to taxi operators of permanent closure of SRTC taxi staging area.

- Monthly Coordination Meetings
- Use of Ambassadors During Construction
- 1.8 Construction Interference
- 1.9 Construction Phasing Plan

Coordinate w/San Rafael DPW for contacts at: Marin General Services Authority and Marin TAM/Lyft.

Coordinate w/GGBHTD Resident Engineer, Marin Transit, Sonoma County Transit, Marin Airporter, Sonoma County Airport Express, San Rafael DPW, utilities, and others as needed during construction.

Provide Ambassadors in and around the SRTC and SMART platform areas to direct and provide assistance to all transit customers

Physical obstructions by construction equipment or crews interfering with bus access to or from the SRTC, or passenger circulation within the SRTC is not allowed

The primary goals of the Construction Phasing Plan are to:

- maintain full/unrestricted access and egress by buses to/from adjoining streets,
- maintain full bus operations within the SRTC (i.e., u-turn maneuvers around Platform B), and
- eliminate any conflicts by construction activity with bus operations and customers.

Construction activity shall be limited to a:

- single platform at any one time, or
- single side of any platform where two boarding areas are available (i.e., Platforms A and B).

▼ 2 Weekday Restrictions 5:00 am–10:30 pm

- 2.1 Authorized Periods of Construction
- 2.2 Platform A
- 2.3 Platform B
- 2.4 Platform C
- 2.5 Platform D

Construction is not allowed within the SRTC:
Mondays through Fridays; 5:00 am to 10:30 pm; excluding holidays.

Open at all times

Open at all times

Open at all times

Open at all times

▼ 3 Weekday Restrictions 10:30 pm–5:00 am

- 3.1 Authorized Periods of Construction
- 3.2 Platform A
- 3.3 Platform B
- 3.4 Platform C
- 3.5 Platform D

Construction is not allowed within the SRTC:
Mondays through Fridays; 10:30 pm to 5:00 am; excluding holidays.

Open at all times

Open at all times

Open at all times

Limited hours of Total Closure may be required during construction of the Third or Second Street grade crossings. Hours of Total Closure are subject to GGBHTD approval.

Open at all times

Limited hours of Total Closure may be required during construction of the

Third or Second Street grade crossings. Hours of Total Closure are subject to GGBHTD approval.

▼ 4 Weekend Restrictions

- 4.1 Authorized Periods of Construction

Construction is allowed:

Friday 10:30 pm through Monday 5:00 am; excluding holidays; under the conditions specified below for each platform.

This period includes time for warm-up or servicing of equipment and any preparation for construction.

- 4.2 Platform A

Platform A will remain open at all times.

Construction:

- is limited to the area in close proximity to Second Street,
- is limited to a single side of this platform,
- will not occur during construction on other platforms, and
- will allow full utilization of **six** berths at all times.

- 4.3 Platform B

Construction:

- is limited to a Partial Closure,
- is limited a single side of this platform at any time,
- will not occur during construction on other platforms, and
- will allow full utilization of **five** berths during hours of non-construction.

- 4.4 Platform C

Construction:

- will not occur during construction on other platforms, and
- will allow full utilization of **two** berths during hours of non-construction.

Limited hours of Total Closure may be required during construction of the Third or Second Street grade crossings. Hours of Total Closure are subject to GGBHTD approval.

- 4.5 Platform D

Platform D will remain open at all times.

Construction:

- is limited to the Second Street end, Third Street end and mid-block crosswalk area of this platform,
- will not occur during construction on other platforms, and
- will allow full utilization of **three** berths at all times.

Limited hours of Total Closure may be required during construction of the Third or Second Street grade crossings. Hours of Total Closure are subject to GGBHTD approval.

▼ 5 Platform A Modifications

- ▼ 5.1 Remove and Dispose

South end of platform

- Concrete Bench (1)
- News Rack (1)
- Outfront Advertising Kiosk (1)

SF Chronicle & Marin IJ

Closest to Second Street

- ▼ 5.2 Reposition

- Pigeon Abatement

Netting and spikes

▼ 5.3 Salvage

- Metal Bench (1)
- Pigeon Abatement

Deliver to 1011 Andersen Dr

Netting and spikes

▼ 5.4 Replace

- Canopy Lighting

▼ 5.5 Modify

- Canopy and Structural Columns
- Signs
- Platform
- Curb and Gutter

To allow pull out to be installed on the south end of platform.
Restore canopy along platform and between columns.

To modify and replace signs specific to customer amenities, EXIT, and bus routes

To modify as necessary to allow buses to make u-turns around Platform B and maintain **six** berths.

▼ Crosswalk and Curb Ramps

- Second Street end
- Mid-platform
- Third Street end
- Roadway Pavement

Remove and replace curb ramps, truncated domes, and pavement markings serving platforms A—C—D

Remove curb ramp, truncated domes, and pavement markings.
Restore 6-in curb.

Remove and replace curb ramps, truncated domes, and pavement markings serving platforms A—B

Use GGBHTD specs

▼ **6 Platform B Modifications**

▼ 6.1 Remove and Dispose

- Trees (3)
- Concrete Bench (2)
- Trash Receptacles (2)
- Call Box (1)

▼ 6.2 Reposition

- Security Cameras (4 - 5)
- Security Booth (1)
- Clipper AVM (1)
- TIDs (1)
- ACIS Real-Time Sign (1)
- Clipper AVM
- Public Telephone
- Pigeon Abatement

Netting and spikes

▼ 6.3 Salvage	Deliver to 1011 Andersen Dr
<ul style="list-style-type: none"> • Bollards (2) • Wayfinding sign brackets • Bike racks (1) • Pigeon Abatement 	Netting and spikes
▼ 6.4 Replace	
<ul style="list-style-type: none"> • Canopy Lighting 	
▼ 6.5 Modify	
<ul style="list-style-type: none"> • Canopy and Structural Columns 	To allow u-turns by buses around Platform B.
<ul style="list-style-type: none"> • Signs 	To modify and replace signs specific to customer amenities, EXIT, and bus routes.
<ul style="list-style-type: none"> • Platform 	To allow u-turns by buses around Platform B and maintain five berths.
<ul style="list-style-type: none"> • Curb and Gutter 	
▼ Crosswalk and Curb Ramps	
<ul style="list-style-type: none"> • Mid-platform 	Remove curb ramps, truncated domes, and pavement markings on both sides of platform. Restore 6-in curb on both sides of platform.
<ul style="list-style-type: none"> • Third Street end 	Remove and replace curb ramps, truncated domes, and pavement markings serving platforms A—B and B—C
<ul style="list-style-type: none"> • Roadway Pavement 	Use GGBHTD specs
▼ Utilities	
<ul style="list-style-type: none"> • Public Telephone • Fiber Optics (Real-Time Sign) 	
▼ Electrical	
<ul style="list-style-type: none"> • Security Cameras • Clipper AVM • Lighting 	
▼ 6.6 Other Utilities	
<ul style="list-style-type: none"> • Water • Gas 	N/A
▼ 6.7 RR Pedestrian Crossings	
<i>Third Street crosswalk</i> <ul style="list-style-type: none"> • Flasher along siding (east) track 	

▼ 7 Platform C Modifications

▼ 7.1 Remove and Dispose

- Shelter (1)
- Concrete bench (1)
- Trash receptacles (2)
- Parking signs (5)
- Wheel Stops (1)
- Trees (8)

▼ 7.2 Reposition

- Security Cameras (4)
- Bike cage (1)
- Clipper AVM (1)
- Dumpster

To south end of Platform D

To north end of Platform D

Retain between trackway and Platform D

▼ 7.3 Salvage

- TID (3)
- Metal bench (1)
- Bollards (9)
- Wayfinding sign brackets
- Taxi staging signs and poles (5)
- Taxi 'flag-mounted' sign (1)
- Bike racks (6)
- Pigeon Abatement

Deliver to 1011 Andersen Dr

Netting and spikes

▼ 7.4 Replace

- Canopy and Structural Columns
- Lighting
- Pigeon Abatement
- Platform
- Curb and Gutter
- Crosswalk and Curb Ramps

Install pull outs on the north and south ends of Platform C, thereby facilitating u-turns by buses around Platform B.
Restore canopy along the mid-platform area.

Netting and spikes

Install pull outs on the north and south ends of Platform C, passenger queuing area along the mid-platform area, and **two** berths.

▼ 7.5 Modify

- Signs
- Roadway Pavement
- Utility Conduit

▼ 7.6 Utilities

- Water
- Gas

▼ Electrical

- Security Cameras
- Clipper AVM
- PG&E Transformer
- Fiber Optics (ACIS)
- Telephone

▼ 7.7 RR Pedestrian Crossing

Second Street crosswalk

- Flasher along siding (east) track
- Gate along mainline (west) track

▼ 7.8 RR Pedestrian Crossing

Third Street crosswalk

- Flasher along siding (east) track

▼ 8 Platform D Modifications

▼ 8.1 Modify

- Signs

▼ Crosswalk and Curb Ramps

- Second Street end
- Mid-platform
- Third Street end

To modify and replace signs specific to customer amenities, EXIT, and bus routes.

Use GGBHTD specs

Depth standards (below bottom of tie):

- wet utility @ 5ft
- dry utility @ 3ft.

Existing utilities are estimated to be 3.5 ft below the pavement surface.

Valves, irrigation and sewer

N/A

To modify and replace signs specific to customer amenities, EXIT, and bus routes.

Remove and replace curb ramps, truncated domes, and pavement markings serving platforms D—C

Remove curb ramp, truncated domes, and pavement markings.
Restore 6-in curb.

Remove and replace curb ramps, truncated domes, and pavement markings serving platforms D—C

▼ 8.2 RR Pedestrian Crossing
Third Street crosswalk

- Flasher along mainline (west) track

▼ 9 Entrance/Exit and Mid-Block Traffic Control Device Modifications

▼ 9.1 Third Street Entrance
Serving Platform D

- Pavement markings
- Traffic Regulatory Sign

Grind out existing, install continental style crosswalk and BUS ONLY message

Install DO NOT ENTER / BUS ONLY regulatory sign

▼ 9.2 Second Street Exit
Serving Platform D

- Pavement markings

Grind out existing, install continental style crosswalk and BUS ONLY message

▼ 9.3 Third Street Entrance/Exit
Between Platforms B and C

- Pavement markings
- Traffic Regulatory Sign

Grind out existing, install continental style crosswalk and BUS ONLY message

Install DO NOT ENTER / BUS ONLY regulatory sign

▼ 9.4 Third Street Entrance/Exit
Between Platforms B and A

- Pavement markings
- Traffic Regulatory Sign

Grind out existing, install continental style crosswalk and BUS ONLY message

Install DO NOT ENTER / BUS ONLY regulatory sign

▼ 9.5 Second Street Entrance/Exit
Serving Platforms A, B and C

- Pavement markings
- Traffic Regulatory Sign

Grind out existing, install continental style crosswalk and BUS ONLY message

Install DO NOT ENTER / BUS ONLY regulatory sign

Memorandum of Understanding

Between Golden Gate Bridge, Highway and Transportation District and Sonoma Marin Area Rail Transit District and Bay Area Toll Authority

This Memorandum of Understanding ("2018 MOU" or "Agreement") is entered into as of this ____ day of _____ 2018 ("Effective Date"), by and between the Golden Gate Bridge, Highway and Transportation District, a special district ("GGB"), the Sonoma Marin Area Rail Transit District, a special district ("SMART"), and the Bay Area Toll Authority (BATA) (collectively referred to as the "parties").

Recitals

A. The GGB and SMART entered into a Memorandum of Understanding as of April 28, 2017 ("2017 MOU") that provided a mechanism to fund and construct interim improvements to the San Rafael Transportation Center ("SRTC"), and that provided the mechanism to insure that the funding is ultimately provided for the construction of the permanent SRTC improvements.

B. On October 10, 2017, Governor Brown signed into law Senate Bill 595 (SB 595) that authorized BATA to seek voter approval for a toll increase on the state-owned toll bridges located in the Bay Area (RM-3), one project funded through such toll increase being \$30 million towards the construction of permanent SRTC improvements (California Streets and Highways Code §30914.7(a)(24). On January 24, 2018, BATA approved seeking voter approval in June of 2018 of the proposed toll increase.

C. The SRTC is the main passenger transit terminal for Marin County, providing essential transit services to over 9,000 customers daily and facilitating travel and transfers throughout Marin County, to San Francisco, Contra Costa, and Sonoma Counties. For decades, the SRTC has accommodated transportation services provided by GGB, Marin Transit, Sonoma County Transit, Greyhound Bus Lines, the Marin Airporter and the Sonoma Airporter. The continued and efficient operation of the SRTC is a crucial concern of the transportation service providers operating there, and of their customers.

D. In light of the passage of SB 595, the parties desire to memorialize further their understandings and agreements with respect to funding the relocation and construction of a permanent SRTC facility (Project), consistent with SB 595 and the 2017 MOU.

Agreement

The parties agree as follows:

A. Design and Funding For Relocation and Construction of Permanent SRTC Facility

1. GGB and SMART recognize that the SRTC Interim Improvements (as described in the 2017 MOU) are suboptimal and temporary, and as such the SRTC Interim Improvements do not satisfy the need to relocate and construct a permanent SRTC facility to accommodate reasonably anticipated levels of public transit bus and shuttle services in the long term.

2. The parties acknowledge that the passage of SB 595 and BATA's January 24, 2018, action to place the toll increase before the voters, creates a potential source of \$30 million in RM-3 funding for the Project.

3. The parties acknowledge that the Project has not been fully scoped and environmentally cleared, so the cost of the Project may exceed the \$30 million from RM-3. GGB and SMART will cooperate and pursue additional potential revenue sources for the Project, including, but not limited to, revenues derived from proposed Regional Measure 3, new State Transportation Improvement Program funds, and Federal transportation and infrastructure funding.

4. As owner of the permanent SRTC, GGB shall be the lead agency for the environmental review of the Project under the California Environmental Quality Act ("CEQA"), as well as the lead agency for the design, development, and construction of the Project.

5. SMART shall be a responsible agency for the purposes of environmental review of the Project under CEQA.

6. The parties agree that the selected alternative must be approved by the SMART Board of Directors.

7. The parties agree that GGB will be the recipient of the RM-3 funding.

8. The parties agree that BATA will not allocate RM-3 monies for the construction of the Project absent the SMART Board of Directors' approval of the selected alternative.

9. Any funds generated from the sale or redevelopment of the existing SRTC site, as applicable, will be reinvested in the Project, with the understanding that GGB shall own the new permanent SRTC facility.

10. GGB and SMART agree that entering into this MOU fully satisfies the requirement for a new funding agreement for relocation and construction of a permanent SRTC Facility, as contemplated in Sections B.2 and B.3 of the 2017 MOU.

B. Additional Terms

1. Dispute Resolution. Any controversy, claim or dispute arising out of or related to the interpretation, construction, performance or breach of this Agreement, which cannot be resolved by the parties after good faith discussions shall be submitted to mediation in the County of Marin, California, administered by the American Arbitration Association under its Commercial Mediation Rules. Mediation shall proceed and continue until such time as the matter is either resolved or the mediator finds or the parties agree that mediation should not continue. If the parties cannot resolve the controversy, claim or dispute through the mediation process described above, the matter shall be settled by arbitration in the County of Marin, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All direct costs and expenses of each party other than those for payment of the mediator or arbitrator(s) and/or mediation or arbitration facilities shall be borne and paid for by the party that incurs such expenses provided however, BATA shall bear no responsibility for costs incurred under this paragraph.

2. Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

3. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. The parties to this agreement may not assign, encumber or otherwise transfer its rights under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and confer no rights on the transferee.

4. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action against any party to this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties. Except as specifically modified by this Agreement, the 2017 MOU remains in full force and effect.

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7. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8. Timeliness. GGB and SMART hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

9. Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or (i) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as any party may, from time to time, specify in writing to the other in the manner described above:

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5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
Attn: Farhad Mansourian, General Manager

with copy to: Tom Lyons, Legal Counsel
5401 Old Redwood Highway
Suite 200
Petaluma CA 94954

If to BATA Bay Area Toll Authority
375 Beale Street
San Francisco, CA 94105
Attn: Steve Heminger, Executive Director

With copy to: Adrienne Weil, General Counsel
375 Beale Street
San Francisco, CA 94105

if to GGB: Golden Gate Bridge Highway and
Transportation District
Box 9000 Presidio Station
San Francisco, CA 94129-0601
Attn: Denis Mulligan, General Manager

with a copy to: Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
Attn: Kim Manolius, Attorney for the District

10. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including mediation or arbitration, brought by any party in which this Agreement is subject, shall be brought in the County of Marin, California.

11. Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12. Invalidity. Any provision of this Agreement which is invalid, void, or illegal, shall not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement shall remain in full force and effect

13. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Number and Gender. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

15. Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.

16. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding with the intent to be legally bound.

GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT, a special district

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM

Attorney

SONOMA MARIN AREA RAIL TRANSIT DISTRICT,
a special district

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM

Attorney

BAY AREA TOLL AUTHORITY,

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM

Attorney

REQUEST FOR COMMITTEE APPROVAL
Summary of Proposed Memorandum of Understanding

Work Item No.:	1255
Party Agencies:	Sonoma Marin Area Rail Transit (SMART), and the Golden Gate Bridge Highway and Transportation District (GGB)
Work Project Title:	San Rafael Transit Center (SRTC)
Purpose of Project:	Relocate and construct permanent SRTC facility
Brief Scope of Work:	Memorialized agreements with respect to funding the relocation and construction of a permanent SRTC facility
Motion by Committee:	That the Executive Director or his designee is authorized to negotiate and enter into a Memorandum of Understanding with SMART and GGB as described above and in the Executive Director's memorandum dated May 2, 2018.
BATA Oversight Committee:	<hr/> Amy Worth, Chair
Approved:	May 9, 2018