Docusign Envelope ID: 32EF7652-A978-4813-9C06-CDA7C6FE2BB9

SECOND 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-Marin Area Rail Transit District ("SMART") 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 habitat restoration, 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 several low-lying areas throughout the corridor.
2. The Resilient SR37 Baylands Restoration and Transportation Expanded Partnership was adopted in February 2024 by the SR37 Policy Committee.
3. The SR 37 Policy Committee is composed of Board Members representing MTC/BAIFA, STA, SCTA, TAM, and NVTA, plus ex officio seats held by Congressional and State legislative officials and Tribal government chairs. Their responsibilities include:
    a. Provide policy direction on how best to improve the SR37 corridor.
    b. Receive regular reporting on transportation, equity, public access, and resource restoration projects.
    c. Provide a venue for active public engagement.
    d. Advocate for the project and support funding opportunities.

Docusign Envelope ID: 32EF7652-A978-4813-9C06-CDA7C6FE2BB9

e. Meet a minimum of three times annually and select a Chair and Vice Chair every two years.

4. Under the Expanded Partnership the SR 37 Policy Committee, Leadership Committee, Executive Steering Committee ("ESC"), the Project Leadership Team ("PLT"), Interagency Regulatory Coordination group, project and program teams, and the Program Coordination Team have varying roles and responsibilities in the development and delivery of the Program.

5. The Executive Directors of MTC/BAIFA, Caltrans, SMART, STA, SCTA, TAM, and NVTA serve on the ESC to provide strategic direction to the Policy Committee and PLT. Responsibilities include:

   a. Project level decision making.

   b. Guide the identification, development, funding plan, and implementation of transportation and related projects through regular coordination.

   c. Meet regularly and select a Chair every other year to lead the ESC meetings and perform duties related to organizing the meetings and representing the ESC on the Leadership Committee.

   d. Approve the scope, schedule, budget, and funding plans for individual projects.

   e. Oversee overall project progress and support reporting of status, risk assessment, costs, and schedule.

6. The staffs of MTC/BAIFA, Caltrans, SMART, STA, SCTA, TAM, and NVTA participate in the PLT to assist the ESC in performance of its duties and coordinate at a management level on funding, cost estimates, risk assessment, scope, schedule, budget, project delivery and reporting.

7. State and regional partners signed a Partnership Agreement in January 2023 supporting the near- and long-term SR37 projects. This agreement includes Partner commitments to:

   a. Improve travel time reliability and prioritize high occupancy vehicles,

   b. Introduce bus transit along SR 37,

   c. Reduce inequities in transportation due to severe travel delays to and from more affordable housing in Solano and Napa counties to and from job opportunities across the four counties,

   d. Become resilient by reducing existing and future vulnerability to flooding due to storm events and sea level rise,

   e. Increase public non-motorized and bicycle access along the corridor,

   f. Preserve a critical regional transportation corridor while integrating ecological resiliency which facilitates adaptation to sea level rise,

   g. Conserve California's biodiversity and ecosystems,

   h. Provide important ecosystem services such as improved water quality and flood risk reduction,

   i. Enhance wildlife and ecological connectivity,

   j. Reduce historic inequities by ensuring and increasing public recreational access for all,

Docusign Envelope ID: 32EF7652-A978-4813-9C06-CDA7C6FE2BB9

k. Preserve historical and cultural resources, and

l. Build climate resiliency.

8. The SR37 Planning and Environmental Linkages (PEL) Study was approved in December 2022 and identified a preferred alternative alignment for the long term SR37 alignment.

9. The SR 37 Transportation and Sea Level Rise Corridor Improvement Plan the section from Sears Point to the Mare Island Bridge bottleneck as the highest priority. On November 2, 2017, the SR 37 Policy Committee confirmed that Sears Point to Mare Island is the priority segment. Subsequently, a Project Initiation Document (PID) and CEQA/NEPA documents for this project were completed and approved by Caltrans as the lead agency.

10. Under the Second Amendment to this MOU in 2025 an amended Regional Measure 3 funding plan will be submitted to MTC, as follows:

    a. $15 million to STA for Fairgrounds Interchange;

    b. $50 million to SCTA/MTC for near-term improvements from Sears Point to Mare Island;

    c. $10 million to SCTA for Environmental Phase for long-term SR 37/121 improvements;

    d. $25 million to TAM for Flood Reduction Project construction

11. 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 US 101 to SR121;

    b. MTC, BAIFA, Caltrans, SCTA, SMART, STA and NVTA are assigned to and have purview over Sears Point to Mare Island Bridge; and

    c. MTC, Caltrans, SMART and STA are assigned to and have purview over 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.

12. The Parties commit to continue to make progress on the delivery of the priority Sears Point to Mare Island near-term and long-term 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.

13. 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.

14. The Parties wish to work cooperatively to deliver the Program by exploring alternative project delivery methods (including, but not limited to, Construction Management / General Contractor or Design Build contracts), early habitat restoration, and funding and partnerships.

15. SMART is the owner of the railroad corridor that is adjacent to portions of SR 37.

Docusign Envelope ID: 32EF7652-A978-4813-9C06-CDA7C6FE2BB9

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.

16. BAIFA has secured tolling authority between Sears Point and Mare Island from the California Transportation Commission in May 2023.

TERMS

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 Organizational Structure

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. US 101 to SR121: MTC, Caltrans, SMART, SCTA, TAM

b. Sears Point to Mare Island Bridge: MTC, BAIFA, Caltrans, SMART, SCTA, STA, NVTA

c. Mare Island Bridge to I-80: 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

Docusign Envelope ID: 32EF7652-A978-4813-9C06-CDA7C6FE2BB9

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 act. 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. 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.

Docusign Envelope ID: 32EF7652-A978-4813-9C06-CDA7C6FE2BB9

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. Section Director, Capital Delivery, Asset Management and Roadside Tolling, 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. Director of Project Delivery, TAM (or designee)

f. Director of Programs, Projects and Planning, NVTA (or designee)

g. Chief Engineer, SMART (or designee)

3. Assignment

a. US 101 to SR121: MTC, Caltrans, SMART, SCTA, TAM

b. Sears Point to Mare Island Bridge: MTC, BAIFA, Caltrans, SMART, SCTA, STA, NVTA

c. Mare Island Bridge to I-80: 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

Docusign Envelope ID: 32EF7652-A978-4813-9C06-CDA7C6FE2BB9

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 agreement 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.

DocuSigned by:
David Ambuehl
99A5F224B5D045F...

Acting District 4 Director, Caltrans — 12/18/2025 Date

DocuSigned by:
3FAE04A654A647E...

Chair, Metropolitan Transportation Commission — 12/19/2025 Date

Signed by:
Mitch Mashburn
3E879C90647247A...

Chair, Solano Transportation Authority — 12/29/2025 Date

Signed by:
Lynda Hopkins
4AF769C8EF87475...

Chair, Sonoma County Transportation Authority — 1/12/2026 Date

Signed by:
Eric Lucan
5E942F7B09C3429...

Chair, Transportation Authority of Marin — 12/18/2025 Date

Docusign Envelope ID: 32EF7652-A978-4813-9C06-CDA7C6FE2BB9

Signed by:
Mark Joseph
F01A0B635E7D473...

1/5/2026

Chair, Napa Valley Transportation Authority — Date

Signed by:
97B198D0CC7A494...

12/23/2025

Chair, Sonoma-Marin Area Rail Transit — Date