

**RESOLUTION NO. 2017-089**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ROHNERT PARK, CALIFORNIA, AUTHORIZING THE CITY MANAGER  
TO EXECUTE A COOPERATIVE AGREEMENT WITH SONOMA COUNTY AND  
THE CITY OF COTATI REGARDING QUIET ZONES AND RELATED ACTIONS**

**WHEREAS**, Federal railroad regulations allow local agencies to establish “quiet zones” that limit the use of train horns within their jurisdictions; and

**WHEREAS**, currently every jurisdiction along the Sonoma-Marín Rail Transit District (SMART) corridor is pursuing a “quiet zone”, and if more than one local agency intends to pursue a quiet zone and the zones are continuous in length if combined, the local agencies can jointly pursue a single quiet zone, with one agency as the “Lead Authority”; and

**WHEREAS**, on November 22, 2016, City Council of the City of Rohnert Park (Council) authorized Staff to proceed with pursuing a joint quiet zone with Sonoma County and the City of Cotati; and

**WHEREAS**, at Council’s direction, staff, on or about January 10, 2017, submitted a letter of support to the Sonoma County Board of Supervisors for a joint quiet zone with Sonoma County and Cotati; and

**WHEREAS**, Sonoma County, acting as the Lead Authority, then, on or about March 15, 2017, submitted to the Federal Railroad Administration, California Public Utilities Commission, and SMART a Notice of Intent (NOI) to establish a quiet zone that includes the City of Rohnert Park, the City of Cotati, and Sonoma County SMART railroad crossings; and

**WHEREAS**, the original NOI has since then been rescinded and adjusted, and another NOI was submitted on May 15<sup>th</sup>. The comment period lapses July 13<sup>th</sup>; and

**WHEREAS**, the City of Rohnert Park, the City of Cotati, and Sonoma County have an understanding of the tasks required by each agency in order to implement the joint quiet zone, and have already independently budgeted funding to complete these tasks; and

**WHEREAS**, formalizing these understandings through a Cooperative Agreement would do the following:

- Articulate the parties’ respective rights and obligations, mitigating misunderstandings/ disputes;
- Assure that each agency is responsible for funding and maintaining improvements within their jurisdiction without hindering cost to the other agencies;
- Create documentation that can be revisited at a later date if quiet zone regulations change in the future; and

**WHEREAS**, in order to establish a quiet zone, the City must construct certain median curb, striping and signage improvements at Southwest Boulevard, Rohnert Park Expressway and

Golf Course Drive which are part of the City's approved Capital Improvement Project and included in City Project 17-19 SMART Median Improvements; and

**WHEREAS**, the scope of City Project 17-19 is consistent with the scope of construction work included in the City's Seed Farm/Enterprise Project (City Project 14-04), which was advertised and awarded in accordance with the California Uniform Public Construction Cost Accounting Act; and

**WHEREAS**, constructing the quiet zone improvements as a change order to the Seed Farm/ Enterprise Project change order would save resources and move the quiet zone effort forward efficiently;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it is vital that Sonoma County, the City of Cotati, and the City of Rohnert Park work together to establish the quiet zone as quickly as possible and, as such, the Agreement to Establish a Joint Quiet Zone and Delegating Authority to County of Sonoma (Cooperative Agreement), as shown in Exhibit A attached and hereby incorporated by reference, is approved, subject to minor revisions approved the City Attorney or City Manager.


**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized and directed to execute the Cooperative Agreement and take actions necessary to effectuate the implementation of the Cooperative Agreement.

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to execute additional change orders of up to \$237,617 for Project 14-04-Seed Farm/Enterprise for related supplemental safety measure installation work.

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to send a letter to Sonoma County requesting that the quiet zone be established as soon as the supplemental safety measures have been installed.

**DULY AND REGULARLY ADOPTED** on this 11th day of July, 2017.

**CITY OF ROHNERT PARK**

  
Jake Mackenzie, Mayor

**ATTEST:**

  
JoAnne M. Buerger, City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

Exhibit A

AGREEMENT TO ESTABLISH JOINT QUIET ZONE AND  
DELEGATING AUTHORITY TO COUNTY OF SONOMA

This agreement (Agreement) is entered into as of the date of execution by the last signatory hereto, by and amongst the County of Sonoma, a political subdivision of the State of California (County), the City of Cotati, a California general law city (Cotati), and the City of Rohnert Park, a California general law city (Rohnert Park).

RECITALS

WHEREAS, the Sonoma-Marin Area Rail Transit District ("SMART") is nearing completion of its railway improvements in Marin and Sonoma Counties and the testing along the railway corridor over which it exercises control in those two Counties.

WHEREAS, SMART's railroad right of way passes through Sonoma County, and the Cities of Cotati and Rohnert Park. The County, Cotati, and Rohnert Park (collectively the Parties) each desire to establish a quiet zone (as defined in 49 C.F.R. Part 222) in all or a portion of the area within their respective jurisdictions as identified on Exhibit "A" hereto.

WHEREAS, 49 C.F.R. §222.37(a) authorizes a single public entity ("Lead Authority") to establish a single quiet zone that includes crossings located within its own jurisdictional boundaries and also qualified crossings located in adjacent and other public authorities' jurisdictions, and the County has agreed to act and serve as the Lead Authority for that purpose in establishing the single quiet zone under the terms and conditions set forth in this Agreement. The Federal Railroad Administration sees the role of a Lead Authority as one performing only administrative responsibilities. A public entity that takes on the duties of a Lead Authority under these circumstances does not thereby assume responsibility for liabilities arising out of the operation of crossings covered by a quiet zone but located in another jurisdiction.

WHEREAS, the County has initiated the procedures to establish a new quiet zone covering the area identified on Exhibit "A" hereto by providing a written Notice of Intent to establish a quiet zone pursuant to 49 C.F.R. § 222.43.

WHEREAS, Cotati and Rohnert Park are agreeable to and desire that County act as the Lead Authority in establishing the quiet zone covering the area depicted on Exhibit "A" (the Joint Quiet Zone) and delegate to County the authority to establish the Joint Quiet Zone to the extent that Joint Quiet Zone includes crossings located within the respective jurisdictional boundaries of Cotati and Rohnert Park under the terms and conditions set forth in this Agreement.

Now therefore, the parties agree as follows:

## AGREEMENT

1. County agrees to act as Lead Authority and take all those steps prescribed in 49 C.F.R. Part 222 necessary to establish the Joint Quiet Zone.
2. Cotati and Rohnert Park consent to County acting as the Lead Authority and, to the extent that the Joint Quiet Zone includes crossings within the jurisdictional boundaries of Cotati or Rohnert Park and pursuant to 49 C.F.R. §222.37(a), delegate to County the authority to establish the Joint Quiet Zone.
3. Notwithstanding County's agreement to act as Lead Authority for the purposes described herein, County shall not be responsible for and shall not be deemed to assume any responsibility for any liabilities arising out of the maintenance, upgrade, operation, and/or repair of any of the crossings included within the Joint Quiet Zone and located in the jurisdiction of Rohnert Park or Cotati. Notwithstanding Rohnert Park's delegation to County of the authority to initiate and prosecute to completion the procedural steps necessary to establish the Joint Quiet Zone, Rohnert Park shall not be responsible for nor be deemed to assume any responsibility for any liabilities arising out of the maintenance, upgrade, operation, and/or repair of any of the crossings included within the Joint Quiet Zone but located outside its jurisdictional boundary. Further, notwithstanding Cotati's delegation to County of the authority to initiate and prosecute to completion the procedural steps necessary to establish the Joint Quiet Zone, Cotati shall not be responsible for nor be deemed to assume any responsibility for any liabilities arising out of the maintenance, upgrade, operation, and/or repair of any of the crossings included within the Joint Quiet Zone but located outside its jurisdictional boundary.
4. By their signatures hereto, Rohnert Park and Cotati affirm that the Notice of Intent to establish quiet zone filed by County on March 14, 2017 to establish the Joint Quiet Zone is subject to this Agreement and submitted on behalf of all parties hereto pursuant to 49 C.F.R. §222.37(a).
5. The Parties understand that it may become necessary to revise or rescind and resubmit the Notice of Intent if any changes to the Joint Quiet Zone become necessary or advisable. County shall be authorized to act on behalf of Cotati and Rohnert Park pursuant to 49 C.F.R. §222.37(a) to revise or rescind and resubmit the Notice of Intent upon written consent by each party hereto to the change. By their signatures below, Cotati and Rohnert Park consent to the amendment and resubmission of the Notice of Intent in order to redesignate the area of the Joint Quiet Zone to exclude the portion included in the March 14, 2017 Notice of Intent that is within the jurisdiction of the City of Santa Rosa, per the recommendations of the California Public Utilities Commission in response to the March 14, 2017 Notice of Intent.
6. County shall timely prosecute the establishment of the Joint Quiet Zone to a successful conclusion such that the Joint Quiet Zone is established and the routine use of locomotive horns must cease within the meaning of 49 C.F.R. §222.45 within 180 days after the commencement of commercial service upon the SMART line.
7. Each party shall bear their own costs related to the establishment of the Joint Quiet Zone, including all staff and counsel time expended in furtherance thereof, and the costs of any improvements undertaken to prepare any portion of the Joint Quiet Zone area for inclusion therein. In no event shall any party be required by this Agreement to undertake any improvements outside the areas of responsibility as specifically identified on Exhibit "A" hereto, or to fund or reimburse

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any other party hereto for improvements made outside such delineated areas.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date(s) indicated below.

COUNTY OF SONOMA:

\_\_\_\_\_  
By: Shirlee Zane, Chair of the Board of Supervisors

Approved as to form for County:

\_\_\_\_\_  
Deputy County Counsel

CITY OF COTATI:

\_\_\_\_\_  
By:

Approved as to form for City of Cotati:

\_\_\_\_\_  
City Attorney

CITY OF ROHNERT PARK:

\_\_\_\_\_  
By:

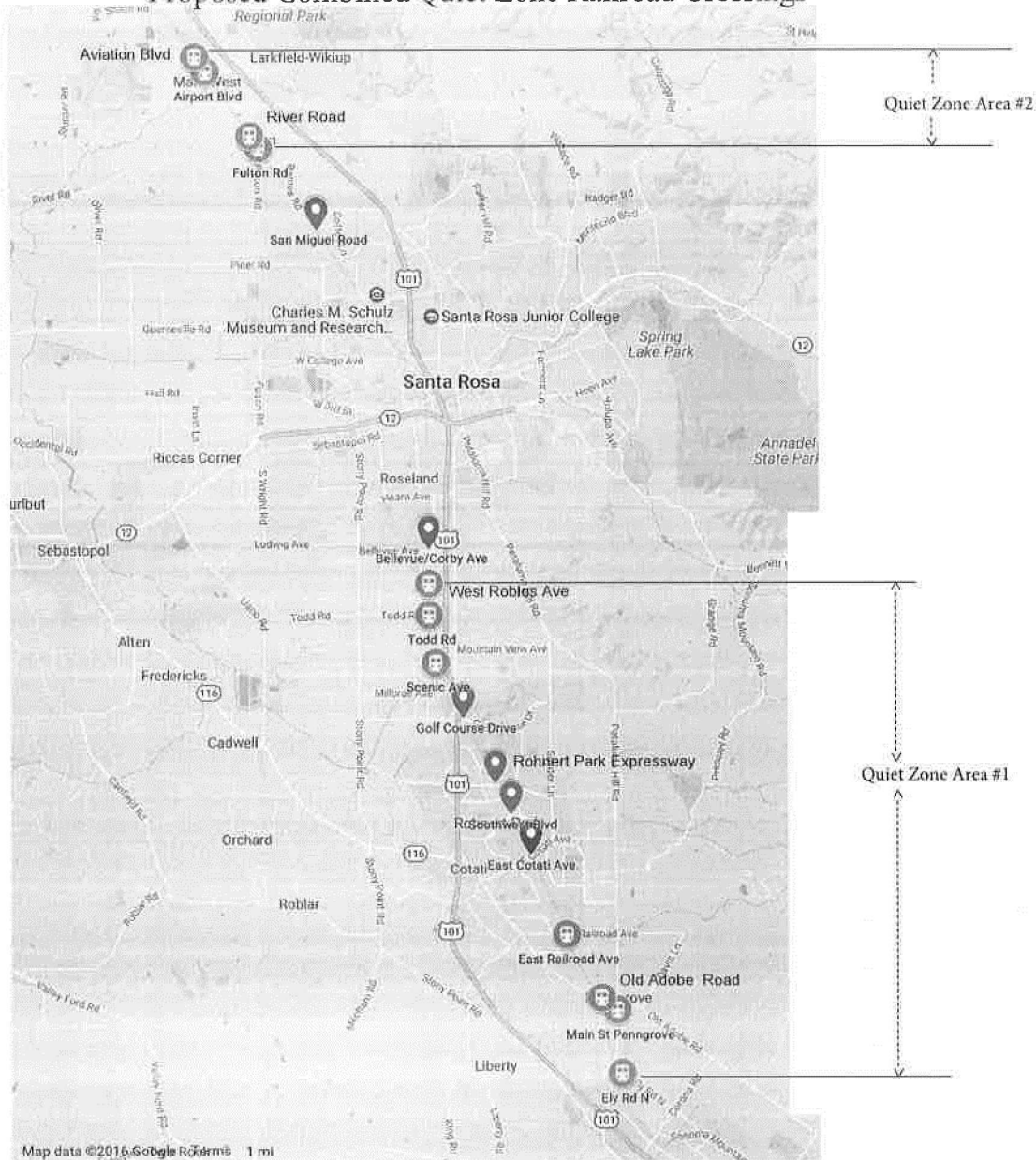
Approved as to form for City of Rohnert Park:

City Attorney



# 'ExhibitA'

## Proposed Combined Quiet Zone Railroad Crossings



### Legend

**Orange pins:** Sonoma County crossings

**Brown pin:** City of Cotati crossing

**Red pins:** City of Rohnert Park crossings

**Blue pins:** City of Santa Rosa crossings showing city boundaries only.