



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Join on Zoom: <https://www.zoom.us/j/87972683373>

Webinar ID: 879 7268 3373

Monday, April 5, 2021

Until further notice the Marin County Transit District meetings will not be providing an in-person meeting location for the public to attend. Members of the Board of Directors and staff may participate in this meeting electronically or via teleconference. Members of the public are encouraged to participate remotely as described below.

How to watch the meeting:

Zoom: To join Webinar visit <https://www.zoom.us/j/87972683373>

Webinar ID: 879 7268 3373

Teleconference: Members of the public wishing to participate via teleconference, can do so by dialing in to the following number at **10:00 A.M.**

April 5, 2021: +1 669 900 6833; Access Code: 879 7268 3373.

How to provide comment on agenda items:

- To provide written public comment prior to or during the meeting, please email info@marintransit.org (if intended to be read aloud as public comment, please state "Public Comment" in subject line). Please email your comments no later than **9:30 A.M. Monday, April 5, 2021** to facilitate timely distribution to the Board of Directors. Please include the agenda item number you are addressing and include your name and address. Your comments will be forwarded to the Board of Directors and will be placed into the public record.
- During the meeting (only): Use the comment form available at <https://www.marintransit.org/meetings> to submit your meeting-related comments on this agenda. Your comments will become part of the public record.
- During the meeting (only): Ensure that you are in a quiet environment with no background noise (traffic, children, pets, etc.) To raise your hand on Zoom press ***9** and wait to be called upon by the President or the Clerk to speak. You will be notified that your device has been unmuted when it is your turn to speak. You will be warned prior to your allotted time being over. Your comments will also become part of the public record.



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Join on Zoom: <https://www.zoom.us/j/87972683373>

Webinar ID: 879 7268 3373

AGENDA

Monday, April 5, 2021

10:00 a.m. Convene as the Marin County Transit District Board of Directors

1. Open Time for Public Expression (limited to three minutes per speaker on items not on the Transit District's agenda)
2. Board of Directors' Matters
3. General Manager's Report
 - a. General Manager's Oral Report
 - b. Monthly Monitoring Report: January 2021
 - c. Healthy Transit Plan Monthly Metrics Report
4. Consent Calendar
 - a. Minutes for March 1 and March 15, 2021
 - b. Agreement with Paseo Properties for Property Management Services
 - c. Resolution 2021-03 Easement to Pacific Gas & Electric for Bus Charging Electrification at 600 Rush Landing
 - d. Amendment to Agreement with Brown Armstrong Accountancy Corporation for Independent Year End Audit Services
 - e. Authorizing Resolution for Filing Applications with the Federal Transit Administration
 - f. Authorizing Resolution for the Metropolitan Transportation Commission's Safe & Seamless Mobility Quick-Strike Grant

Recommended Action: Approve.
5. Marin School of Environmental Leadership 2020-2021 Transportation Group Presentation

Recommended Action: Information only.

Convene in Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 3000 Kerner Blvd, San Rafael, CA, Assessor Parcel

Numbers 009-121-14 and 009-131-01

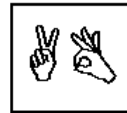
Agency Negotiators: Brian Case, Deputy County Counsel, Marin County; Deborah Miller, Partner, Shute, Mihaly and Weinberger; Nancy Whelan, General Manager, Marin Transit

Negotiating Parties: Marin County Transit District and Jason and Irene Stahm, co-trustees of the Jason R. Strahm and Irene W.P. Stahm Revocable Trust

Under Negotiation: Price and terms of payment.

Report from Closed Session

Adjourn



All Marin Transit public meetings are conducted in accessible locations. Copies of documents are available in accessible formats upon request. If you require Translation Assistance, American Sign Language Interpreters, Assistive Listening Devices or other accommodations to participate in this meeting, you may request them by calling (415) 226-0855 (voice) or contact the California Relay Service by dialing 711 to connect to the telephone listed above. **Requests must be received no less than five working days prior to the meeting to help ensure availability.** For additional information, visit our website at <http://www.marintransit.org>

Late agenda material can be inspected in the office of Marin Transit, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The office is located at 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

In case of Zoom outage dial 515-604-9094. Meeting ID: 142-334-233

Todas las reuniones públicas de Marin Transit se llevan a cabo en lugares accesibles. Están disponibles copias de los documentos en formatos accesibles, a solicitud. Si usted requiere ayuda con la traducción, intérpretes de Lenguaje Americano de Señas, dispositivos de ayuda auditiva, u otras adaptaciones para participar en esta reunión, puede solicitarlas llamando al (415) 226-0855 (voz) o comunicarse con el Servicio California Relay marcando al 711 para conectarse al número de teléfono mencionado. **Las solicitudes deben recibirse a más tardar cinco días laborables antes de la reunión para ayudar a asegurar la disponibilidad.** Para obtener información adicional, visite nuestro sitio web en <http://www.marintransit.org>

Material de agenda de última hora puede ser inspeccionado en la oficina de Marin Transit, entre las horas de 8:00 am y 5:00 pm. La oficina está ubicada en 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

En caso de interrupción de Zoom, marque al 515-604-9094. ID de Reunión 142-334-233



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 5, 2021

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: General Manager Report – Monthly Report: January 2021

board of directors

kate colin
president
city of san rafael

judy arnold
vice president
supervisor district 5

stephanie moulton-peters
2nd vice president
supervisor district 3

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

Dear Board Members:

RECOMMENDATION: This is a recurring information item.

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the monthly period ending January 31, 2021. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall ridership in January 2021 decreased by 61.3 percent compared to January 2020. Ridership on fixed-route services decreased significantly by 58.5 percent. Ridership on Marin Access services decreased by 78.2 percent. There were no yellow bus services due to school closures throughout the month. January 2021 was the eleventh month of ridership impacted by the ongoing COVID-19 global pandemic.

Additional detailed analyses of system performance and trends are provided in separate quarterly and annual reports, including route-level statistics and financials. These reports are available on the District's website at <https://marintransit.org/service-performance-and-reports>.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

Nancy Whelan
General Manager

Attachments



Month: January 2021

Category	Program							Total
	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide	
Commendation	0	0	0	0	1	0	0	1
Service Delivery Complaint	18	11	2	3	1	0	0	35
Accessibility	1	1	0	1	0	0	0	3
Driver Conduct Complaint	7	5	0	1	1	0	0	14
Driving Complaint	5	2	1	0	0	0	0	8
Early Trip	0	0	0	0	0	0	0	0
Equipment Issue	0	0	0	0	0	0	0	0
Farebox	1	0	0	0	0	0	0	1
Late Trip	0	0	0	0	0	0	0	0
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	0	0	0	0	0	0	0	0
No-Show	2	0	0	0	0	0	0	2
Off-Route	0	1	0	0	0	0	0	1
Pass-Up Complaint	2	2	1	1	0	0	0	6
Service Structure Complaint	2	0	1	0	1	0	0	4
Bus Stop Improvement Request	0	0	0	0	0	0	0	0
Fares	0	0	0	0	0	0	0	0
Other Complaint	1	0	1	0	0	0	0	2
Scheduling Complaint	1	0	0	0	1	0	0	2
Service Improvement Suggestion	0	0	0	0	0	0	0	0
Safety Complaint	0	0	0	0	0	0	0	0

Total Service Hours	8,998	3,443	1,388	2,298	1,898	-	18,026	18,026
Commendations per 1,000 Hours	0.0	0.0	0.0	0.0	0.5	-	0.0	0.1
Complaints per 1,000 Hours	2.2	3.2	2.2	1.3	1.1	-	0.0	2.2

Total Passengers	70,886	12,472	3,844	15,267	2,742	360	105,572	105,572
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	0.4	0.0	0.0	0.0
Complaints per 1,000 Passengers	0.3	0.9	0.8	0.2	0.7	0.0	0.0	0.4

FISCAL YEAR
2021

Year-to-Date Ridership Trends

Fixed-Route Passengers (incl. Yellow Bus) by Month



Demand Response Passengers by Month

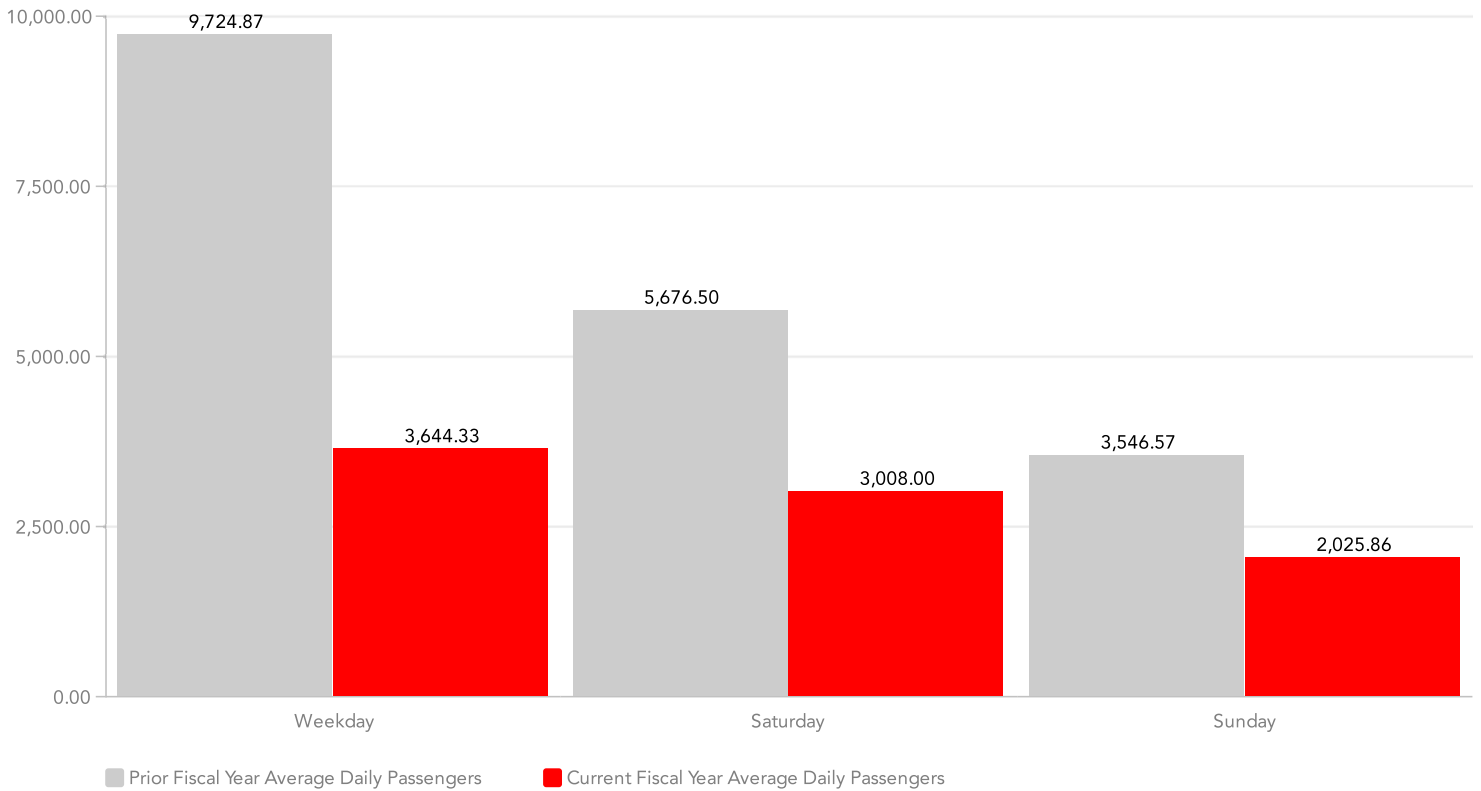


Monthly Statistics

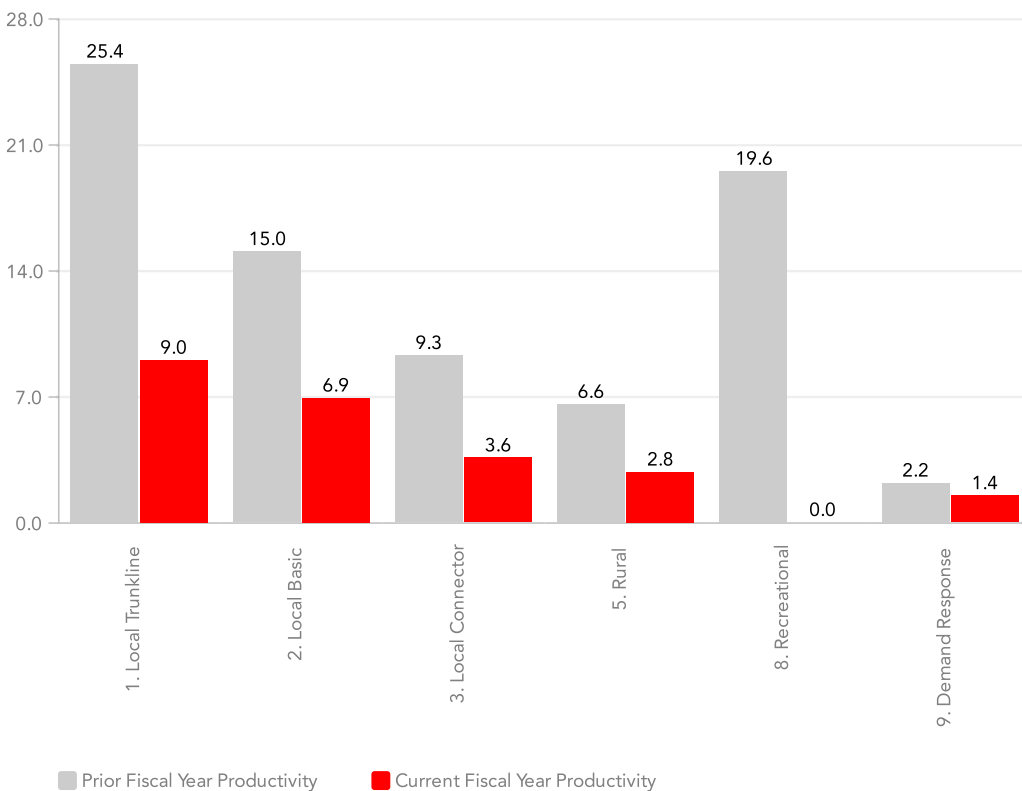
MONTH

January

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

1. Local Trunkline:
Routes 35, 36, 71X
2. Local Basic:
Routes 17, 22, 23, 23X, 29, 49
3. Local Connector:
Routes 219, 228, 233, 245, 251, 257
5. Rural:
Routes 61, 68
8. Recreational:
Routes 66/66F
9. Demand Response:
Local Paratransit, Novato Dial-A-Ride,
Rural Dial-A-Ride



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 5, 2021

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Healthy Transit Plan Monthly Metrics Report

Dear Board Members:

board of directors

kate colin
president
city of san rafael

judy arnold
vice president
supervisor district 5

stephanie moulton-peters
2nd vice president
supervisor district 3

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: This is a recurring information item.

SUMMARY: In accordance with Marin Transit Board of Directors' Resolution No. 2020-05, staff collects and reports health metrics related to the COVID-19 pandemic on a monthly basis.

The data collection period for this report is February 10, 2021 – March 9, 2021.

Table 1: Healthy Transit Plan Metrics Report

Customer Facing	% Properly Wearing Face Coverings	100%
	% Vehicle Capacity for Safe Distancing	98%
Employee Facing	% Properly Wearing Face Coverings	96%
	% of Contact Tracing for Infected Employees	100%

This information has been transmitted to the Metropolitan Transportation Commission and is available on the Metrics Dashboard at <http://dashboard.healthytransitplan.com/>.

In addition to the Healthy Transit Plan Metrics, staff are providing a summary of pass-up activity through the end of the reporting period. Pass-ups are defined as those instances when a bus must leave a passenger at the curb because the bus is already at capacity. To comply with public health guidance, Marin Transit limits capacity on large buses to nine passengers and on small buses to four passengers. These capacity limits allow for six feet of physical distancing between passengers.

Pass-up activity initially declined when Marin Transit introduced back up Supplemental Service (Routes 117, 122, 135, and 171) on August 10, 2020. More passengers returned to the system as the County of Marin began to re-open and citizens resumed more activities outside of their home. This initially led to increased pass-up activity. Pass-up

activity declined again after public health officials encouraged people to stay home under the Regional Stay-Home Order effective December 17. Since then, pass-ups have gradually increased as the county moved from purple to red tier on February 24.

Pass-up Activity Trends

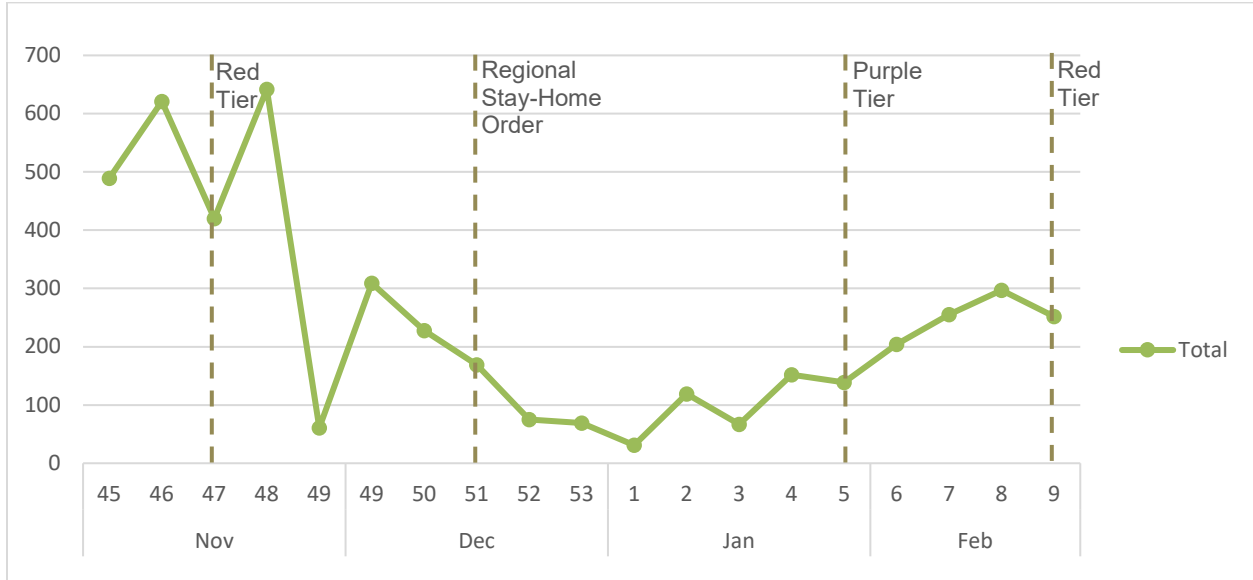


Table 2 summarizes complaints related to compliance with COVID-19 mitigation policies. Complaints may include issues pertaining to pass-ups, overcrowding, properly worn face mask covering (driver or passenger), and vehicle cleanliness.

Table 2: Summary of COVID-19 Related Complaints

Date	Route	Complaint
2/10/21	68	Pass-up
3/05/21	245	Overcrowding

Marin Transit staff refer complaints to the appropriate contractor for investigation and follow up with the driver when they can identify that individual.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

Nancy E. Whelan

Nancy Whelan
General Manager

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, March 1, 2021 at 10:00 A.M.

Roll Call

Present: President Colin, Second Vice President Moulton-Peters, Director Connolly, Director Lucan, Director Rodoni, Director Rice

Absent: Vice President Arnold

Director Colbert was in attendance as a non-voting member.

Until further notice the Marin County Transit District meetings will not be providing an in-person meeting location for the public to attend. Members of the public are encouraged to participate remotely via Zoom.

President Colin opened the meeting at 10:01 A.M.

1. [Open Time for Public Expression \(limited to three minutes per speaker on items not on the Transit District's agenda\)](#)

Board President Colin asked if any member of the public wished to speak. Seeing none she called for Board of Directors' Matters.

{Vice President Arnold Present at 10:03 AM}

2. [Board of Directors' Matters](#)

President Colin asked if any member of the Board wished to speak. Seeing none she called for the General Manager's Report.

3. [General Manager's Report](#)
 - a. [General Manager's Oral Report](#)
 - b. [Monthly Monitoring Report for December](#)
 - c. [Healthy Transit Plan Monthly Metrics Report](#)

General Manager Nancy Whelan reported on the District's participation in the Free Transit to Vaccination Sites campaign in collaboration with Golden Gate Transit (GGT) and Sonoma Marin Area Rapid Transit (SMART), Service Changes for School Re-openings, and the distribution of Coronavirus Response & Relief Supplemental Appropriations Act (CRRSAA) funds.

Overall ridership in December 2020 decreased by 55.4 percent compared to December 2019. Ridership on fixed-route services decreased by 52.3 percent and by 74.2 percent on Marin Access services. There were no yellow bus services due to school closures. December 2020 was the tenth month of ridership affected by the ongoing COVID-19 global pandemic.

In accordance with Marin Transit Board of Directors Resolution No. 2020-05, staff collected data on health metrics related to the COVID-19 pandemic. Ms. Whelan presented data collected for the period January 10, 2021 – February 9, 2021.

Director Rice asked if the shuttle service the District offers between Larkspur Ferry Terminal and the downtown San Rafael SMART station is eligible to receive COVID-19 relief funds from CARES or CRRSAA to cover operating costs. Ms. Whelan confirmed that it is eligible. Ms. Rice asked whether funding for the shuttle service affects other pandemic related services such as supplemental backup routes. Ms. Whelan replied that the District can apply the federal funds to a variety of services.

Director Rice expressed concerns regarding limited supplemental school service, schools reopening, and increased traffic. Ms. Whelan remarked that the vehicle capacity restrictions have been the biggest challenge for the District. Staff have focused on resuming service to schools where the highest level of need can be met. Director of Operations and Planning Robert Betts added that fully reinstating supplemental school service is not possible due to current vehicle capacity limits.

Director Arnold asked how staff selected the schools for the limited supplemental school service. Ms. Whelan replied that staff identified the schools with the greatest ridership need that also have parallel public transit service. Mr. Betts noted that Marin Transit has made a lot of modifications to meet the needs of the student riders. Last December, staff added service on Route 49 to increase capacity for Novato High School students. Ms. Arnold expressed concern about transit dependent students who will not be served by supplemental school service this year.

President Colin requested that the pandemic reopening tiers be added on the Pass up Summary Slide to evaluate the impact on traffic and ridership.

Director Rodoni stated that the Marin's transition to the orange tier may allow 50 percent vehicle capacity, and asked whether the additional capacity will improve the ability to operate supplemental school services. Ms. Whelan replied that demand for supplemental school service is uncertain, but relaxing vehicle capacity limitations will help. Mr. Betts noted that planning staff continuously monitor pass up activity to redistribute resources as needed from low ridership areas to high ridership areas. This will continue as vehicle capacity increases. Mr. Betts added that all available Marin Transit vehicles are in service.

Director Moulton-Peters emphasized that it is important to analyze how to best use the District's resources for Supplemental School Service.

Linda Jackson, Trustee on the San Rafael City Schools Board of Education, commented on the importance of transit service for the reopening of schools

in the City of San Rafael.

4. [Consent Calendar](#)
 - a. [Minutes for February 1 and February 10, 2021](#)
 - b. [Marin Transit Second Quarter of FY 2020/21 Performance Report](#)
 - c. [Marin County Transit District Second Quarter FY 2020/21 Financial Report](#)
 - d. [Resolution 2021-02 Low Carbon Transit Operations Program](#)
 - e. [Second Amendment to Agreement with Mark Thomas & Company for On-Call General Engineering Services](#)
 - f. [Extend Fixed Route Service Agreement with Marin Airporter for the First Option Year](#)
 - g. [Extend Fixed Route Service Package 2 Agreement with MV Transportation for the First Option Year](#)

Recommended Action: Approve.

M/s: Director Arnold – Director Lucan

Ayes: President Colin, Vice President Arnold, Second Vice President Moulton-Peters, Director Connolly, Director Lucan, Director Rice, Director Rodoni

Noes: None

Absent: None

Abstain: None

5. [Approve Contract Amendments with Service Providers to Support Ongoing Response to COVID-19](#)

[Staff Report](#)

Director of Planning and Operations Robert Betts summarized the District's contract amendments directly related to COVID-19 impacts. There are continued contractor costs and opportunities to support community recovery efforts. These include free transportation to receive COVID-19 vaccines and reimbursement for the time drivers need to take to get their vaccinations.

Director Rice expressed appreciation to Marin Transit and operations staff for their work and flexibility in supporting community needs during the pandemic.

Director Moulton-Peters asked for the timeline for the amendment provisions. Mr. Betts replied that contractors will be allowed to bill for enhanced cleaning and maintenance through the end of the upcoming option years.

Recommended Action: Approve contract amendment #7 with Marin Coordinating Council (Vivalon/Whistlestop) for an

amount not to exceed \$185,000; approve contract amendment #5 with MV Transportation for an amount not to exceed \$159,000; and, approve contract amendment #2 with Marin Airporter for an amount not to exceed \$54,000, to account for ongoing added costs in response to the COVID-19 pandemic.

M/s: Director Moulton-Peters – Director Rice

Ayes: President Colin, Vice President Arnold, Second Vice President Moulton-Peters, Director Connolly, Director Lucan, Director Rice, Director Rodoni

Noes: None

Absent: None

Abstain: None

6. [2020/21 Youth Pass Distribution Update](#)

[Staff Report](#)

Operations Analyst Christopher Whitlock provided an overview of the Youth Pass program, intended market, and availability within Marin County.

Due to the COVID-19 pandemic, many public schools remain closed to in-person learning. This has resulted in historically low ridership for Youth Pass holders. Marin Transit has instructed bus operators to continue to honor the 2019/20 Annual Youth Pass as well as the 2020/21 Temporary Youth Pass distributed to participating schools in August.

Director Rice asked how staff communicated the changes to Youth Pass policies to schools and families. Mr. Whitlock replied that staff communicate with school coordinators who relay the information to the students. General Manager Nancy Whelan noted that schools have their own communication channels to share that information with families. Ms. Rice asked whether staff utilize in-vehicle notices to inform riders about the Youth Passes. Ms. Whelan responded that staff will investigate in-vehicle posting options.

Director Lucan asked about the cost of the Youth Pass. Mr. Whitlock stated that the annual cost is \$325, though the pass is free for income-qualified riders. Mr. Lucan asked about the data available on the income of families paying for the Youth Pass who may be just above the income threshold. Mr. Whitlock replied that the Youth Pass application requires family name, family size, and family income. Ms. Whelan noted that many families choose transit options with lower upfront costs such as the \$1 Youth fare or the Youth Clipper Pass and

discounted Monthly Passes. Director Lucan agreed that families have plenty of low-cost options for daily transit use.

Linda Jackson, Trustee on the San Rafael City Schools Board of Education, expressed gratitude to the Board and staff for the Youth Pass program.

President Colin expressed appreciation for the report.

Recommended Action: Information only.

7. [Marin Transit Social Justice and Racial Equity Statement](#)

[Staff Report](#)

General Manager Nancy Whelan and Planning Manager Aida Banihashemi presented the Marin Transit Social Justice and Racial Equity Statement (Equity Statement). Ms. Whelan and Ms. Banihashemi described its development, the equity principles, and upcoming tasks. The Equity Statement will continue to evolve and will be updated at least every two years in conjunction with the Short Range Transit Plan. The draft Work Plan will also be refined and modified to address each element in the Equity Statement.

Director Rice expressed support for the Equity Statement and that she is impressed with the District's commitment to developing the Equity Statement.

Director Colbert echoed Director Rice's comments and requested that staff create forums for the Board to engage and discuss equity in a meaningful way.

Director Rodoni emphasized the importance of approaching all aspects of the District's work with equity. Director Rodoni directed staff to research eliminating fares on some services for the upcoming fiscal year 2021/22. Mr. Rodoni emphasized the importance of implementing changes that benefit the majority of those for whom the District's services are essential.

Director Lucan expressed the need for the equity statement to remain simple and clear.

Director Moulton-Peters requested information on training that staff have received related to equity, how the District receives community input, and on community response to the Equity Statement and its impact.

Director Connolly noted the timeliness of the equity discussion and that it ties into the regional discussion on seamless transit to improve equity, simplification, fairness, and coordination.

President Colin suggested adding a short statement at the beginning of the Equity Statement as an introduction. Ms. Colin requested staff seek public input on the Equity Statement from community partners. Ms. Colin stated she

will work with Golden Gate Bridge, Highway and Transportation District (GGBHTD) to reopen bathrooms at the San Rafael Transit Center.

President Colin noted equity discussions will be ongoing.

Recommended Action: Adopt Marin Transit Social Justice and Racial Equity Statement.

M/s: Director Rice – Director Arnold

Ayes: President Colin, Vice President Arnold, Second Vice President Moulton-Peters, Director Connolly, Director Lucan, Director Rice, Director Rodoni

Noes: None

Absent: None

Abstain: None

Adjourn President Colin adjourned the meeting at 11:15 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, March 15, 2021 at 11:00 A.M.

Roll Call

Present: President Colin, Vice President Arnold, Second Vice President Moulton-Peters, Director Connolly, Director Lucan, Director Rodoni, Director Rice

Director Colbert was in attendance as a non-voting member.

Until further notice the Marin County Transit District meetings will not be providing an in-person meeting location for the public to attend. Members of the public are encouraged to participate remotely via Zoom.

President Colin opened the meeting at 11:04 A.M.

1. [Open Time for Public Expression \(limited to three minutes per speaker on items not on the Transit District's agenda\)](#)

Board President Colin asked if any member of the public wished to speak. Seeing none she requested that General Manager Nancy Whelan start the staff presentation.

2. [Workshop: Planning for Transit Service in the Near Term Staff Report](#)

General Manager Nancy Whelan introduced the purpose of the Board Workshop: to discuss trends in ridership and revenue and develop assumptions for the District's budget process and services. Board input will inform Marin Transit's FY 2021/22 budget and provide direction to staff for service planning.

Ms. Whelan introduced Director of Planning and Operations Robert Betts to discuss the impact of the COVID-19 pandemic on ridership and assumptions as ridership begins to recover. Mr. Betts identified trends in fixed route and demand response ridership and compared them with peer agencies. He listed factors that will influence the timing and extent of increased ridership and provided service scenarios and assumptions for the Board to consider.

President Colin asked if the Board had any clarifying questions. Director Katie Rice asked about planning for service as Marin County moves through the public health recovery tiers. She stated that it will be an exercise of shifting service from back up routes and how and where to deploy that service as vehicle capacity limits change. Mr. Betts replied

that the District operates back-up service to minimize pass-ups. Service hours and vehicles are available for that purpose due to the absence of the Muir Woods Shuttle and supplemental school service. As the county moves into the orange tier, staff anticipates that we will be able to raise the capacity of transit vehicles to 50 percent. At that level, Mr. Betts expects that Marin Transit will be able to return back-up service hours to supplemental school routes and the Muir Woods Shuttle as needed. Director Rice observed that we do not know enough to understand the long-term impacts of the pandemic on ridership for demand response, school, and fixed route services. President Colin agreed and stated that the District will need to develop and revisit scenarios.

Director Eric Lucan asked about Mr. Betts statement that the District will set a 30-day waiting period when the county changes tier level before making any service changes even when other conditions are met. These conditions include increased transit vehicle capacities and driver vaccinations. Mr. Betts responded that the District requires additional time to confirm that the county's public health recovery tier does not go backwards. Stability is important so that service changes are not short term. Director Lucan inquired about the bottleneck in making that judgment. Ms. Betts and General Manager Whelan responded that the public health trends are on a good trajectory for increasing vehicle capacity to 50 percent and all Marin Transit drivers will have access to the vaccine within the next ten days.

Vice President Arnold ask what will happen if nothing changes. Mr. Betts replied that if ridership and capacity limits do not increase, then the District will continue to operate the current allocation of services.

Director of Finance and Capital Projects Lauren Gradia presented information on the current and projected near-term financial status of the District. Ms. Gradia compared Marin Transit's revenues sources with peers and the impact of the pandemic on Marin County's economy with other Bay Area counties. Marin County sales tax revenues are relatively flat, and its November 2020 unemployment rate was the lowest in the region at 4.7 percent. The Metropolitan Transportation Commission estimates that Marin Transit's state sales tax revenues will decline significantly in FY 2022 compared to FY 2019.

Ms. Gradia discussed allocations of federal pandemic relief funds to the District and the recently signed American Rescue Plan funds that have not been allocated. She stated that the District's FY 2021 fare revenues have declined by \$2.5 million and presented fare collection data that shows that 73 percent of all trips on Marin Transit are provided at reduced or free fares.

Ms. Gradia stated that the trend line for District expenses indicates at 5.7 percent annual increase and presented an update on the use of

Marin Transit reserve funds to balance future year operating budgets. The factors that will shape the budget in the future will be sales tax growth, fixed route contract rates, and demand response ridership and contract rates.

President Colin asked the Board if they had any clarify questions and requested that each Board member prepare to provide feedback. President Colin asked Ms. Gradia if federal pandemic relief funds must be expended by a specific date. Ms. Gradia replied that the first two bills did not. Funds in the third bill, the American Rescue Plan, have a 2025 deadline.

Director Dennis Rodoni asked if Ms. Gradia has data on the proportion of overall fare revenues that come from low-income fares and the cost of those fare programs. Ms. Gradia stated that staff can look into that for future consideration of fare policies.

Director Stephanie Moulton-Peters stated that the District has been incrementally adding service over the last decade. She asked whether it is possible to reduce service in the order that Marin Transit added it and noted that there is probably a different way to prioritize the value of what we added. She asked whether staff have had those conversations. Ms. Whelan replied that this is one of the discussion questions staff prepared for the Board. She stated that the District has a set of performance metrics currently. Are these the right metrics? We will need to evaluate demand, available funding, revenues sources, and required expenditures, and staff is seeking input from the Board on priorities.

Director Lucan asked Ms. Gradia about how Marin Transit counts passengers when they use free or flash passes. Ms. Gradia explained that the driver must manually key in, or count, each of those passengers. Mr. Lucan asked whether scaling up the availability of flash passes and promotional fares will overburden the drivers. Ms. Gradia replied that staff will need to bring back an analysis of that.

Director Whelan reminded the Board that staff presented key assumptions for the Board to consider, and these are summarized at the end of the presentation. Sales and diesel tax revenue projections come from the Metropolitan Transportation Commission and the Transportation Authority of Marin. Fixed route revenues vary based on fare policies and ridership. Staff expects paratransit demand will come back slowly. President Colin asked the Board to note whether they agree or disagree with the assumptions.

Ms. Whelan presented specific questions for the Board to consider. The first: if the District is not financially constrained and vehicle capacities are lifted, do we continue to operate underperforming services. If so,

for how long? She added that among our peers, there are two ways of thinking about this issue. One is to put as much service out as possible to make it reliable, frequent, available, and attract riders back. On the other end of the spectrum, agencies question how long they can sustain that and what is the new reality for transit ridership.

The second question is: If we need to add service and are constrained by the vehicle fleet or funding, how do we prioritize services and specifically who we serve? Ms. Whelan added do we look at how we added service previously and specifically revisit our service typologies.

The third question: How do we ensure fares are not a barrier to access our services? Are the current discounted fare programs enough? Ms. Whelan informed the Board that staff is planning to return with a more detailed discussion of fares and fare policies at a future meeting.

Director Rice asked Mr. Betts about revisiting the District's metrics for making service decisions. She assumes we would want to reassess those metrics regardless of the pandemic. Mr. Betts replied that will be the case however staff continues to monitor and adjust service on a regular basis. Mr. Betts stated that our performance metrics are essentially meaningless due to the impact of the pandemic. Staff does refer back to those metrics to compare performance and to make adjustments to improve service. Ms. Rice asked about fare box recovery and how that breaks down by rider category and not necessarily by service typology. Mr. Betts responded that the fare box recovery metric in the presentation blends together all of Marin Transit's services, including demand response. Director Rice asked whether the District has fare box recovery data by route. Mr. Betts confirmed that we have that data at the route level. Quarterly performance reports provide that data. Ms. Rice asked if there a potential tipping point when providing more free fares leads to increasing demand. She observed that the District's fare revenue recovery is so low that the additional federal relief funds may ease the financial burden on low-income riders by removing the cost of transportation.

Director Lucan stated that he thinks Marin Transit needs to be very aggressive at looking at fare options and we are at a pivotal point. This is a good opportunity to experiment and see what it takes to get riders back on transit and attract new riders. Even when the District was collecting \$4 million in fares, it was a small portion of the overall budget. Gas prices are rising now, and free fares could attract new riders even if the District has to reduce some routes to build ridership on others.

Director Rodoni stated Marin Transit should continue and perhaps even expand services and look at opportunities to move more expensive or

low ridership services to private providers. He acknowledged there are challenges with paratransit and disabled riders. Mr. Rodoni stated that it makes sense to focus on serving the transit dependent and that he is in favor of revisiting the fare structure and utilizing federal relief funds in the next year or two to pilot free fares on fixed routes. It is important to expand our base and build it back. Is our mission to full buses or to collect the small proportion of fare revenues?

Director Connolly stated that it is premature to consider whether to continue operating underperforming services. He provided the example of currently low ridership shuttle routes that serves gaps in the system and was on a trend of increasing ridership prior to the pandemic. Mr. Connolly suggested that Marin Transit should prioritize its core services that prior to the pandemic served transit dependent, youth, and seniors. These demographics will come back as schools reopen and more people are vaccinated. The District should maintain service levels and address pass ups due to capacity limits while evaluating core ridership trends. Mr. Connolly agreed that it will be important to look at fare structure and increasing free or reduced fares. He stated that the District should consider fare structure in light of what is happening regionally with fare integration and seamless transit initiatives.

Vice President Arnold suggested that the District find new ways to reach riders and reintroduce them to transit such as a pop-up event or booth with a survey. She would like to know more about data on fare collection.

Director Brian Colbert observed that Marin Transit has interesting metrics, including new ones developed in response to the pandemic such as pass-ups. He asked that staff continue to use the core metrics while evaluating new metrics for how transit will look in the future. To prioritize, we need to consider what the economy and consumer demand will look like. Is there significant pent-up demand? What will be the impact of the federal stimulus funds? What will our core ridership do? This conversation dovetails with the equity conversation. When we talk about equity, what are we trying to address? There are secondary and tertiary effects of free fares. If people pay for something, they have a sense of ownership. On the margins what will free fares do to the experience of those who rely on transit? Marin Transit should consider the rider experience and ensure that riders are comfortable.

Director Moulton-Peters stated that she wants to focus on the long-term drivers of the District's financial health. Marin's sales tax revenues are continuing to grow, and Measure AA funds a very high proportion of our service. She noted that staff assume rebidding our operations contracts will result in an additional 8-10 percent in contract costs. We should keep this in mind as we talk about the possibility of eliminating

fares. There are tradeoffs in paying our labor and eliminating fares. The cost of providing paratransit services has been increasing over time and will continue to grow as Marin's senior population expands. There are barriers to other paratransit service delivery options, such as the lack of accessible vehicles and ADA requirements.

Ms. Moulton-Peters agreed that the District should consider a temporary free fare pilot for six months to a year from now. She stated that it is too early to eliminate fares, and there are questions we need to address: When do we expect people to go back into the workplace? Who is riding transit now and who is not? She believes ridership will come back as the pandemic recedes. Our core riders are essential and service workers who will be going back to work. Marin Transit should also be mindful of the regional fare integration discussions. Interim strategies are good, but the District cannot lose track of the long term on who we serve, what are revenue sources are, and where the world is currently going.

President Colin stated that staff ridership assumptions for trunkline services in the second half of FY 2022 appear high unless we decide to implement a pilot free fare program. For prioritizing service, we need to focus on who are we serving and who needs our services the most. Marin Transit serves the transit dependent and essential workers and provides congestion relief with school services. While she liked the District's mix of services pre-COVID, Ms. Colin stated that we need to be flexible and consider whether to shed some until we get our core service ridership up. She acknowledged that there may be tradeoffs in offering free fares, but she is intrigued by the idea of a pilot to see how it impacts ridership. The timing of federal relief funds provides an opportunity to offset the loss in revenues.

Jim Schmidt, a member of the public, suggested that staff identify the composition of riders by trip purpose. Work-related and school-related travel is a large part of ridership, and staff may want to look at a nuanced examination of how their ridership patterns may evolve.

Recommended Action: This is a discussion item.

Adjourn President Colin adjourned the meeting at 12:29 P.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 5, 2020

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Agreement with Paseo Properties for Property Management Services (#202171)

board of directors

Dear Board Members:

kate colin
president
city of san rafael

RECOMMENDATION: Authorize General Manager to execute an agreement with Paseo Properties for property management services for an amount not to exceed \$46,344 for a period of three years with two option years.

judy arnold
vice president
supervisor district 5

SUMMARY:

Staff recommends that your Board authorize the General Manager to execute a three-year agreement with two option years with Paseo Properties for the Property Management of 600 Rush Landing and the option to provide the same services for 3000 Kerner Blvd.

stephanie moulton-peters
2nd vice president
supervisor district 3

In January 2020, Marin Transit acquired the deed for the 600 Rush Landing property. In February 2021, your Board approved a Purchase and Sale Agreement for additional real property at 3000 Kerner Blvd in San Rafael.

damon connolly
director
supervisor district 1

Marin Transit released a Request for Proposals (RFP) for Property Management of 600 Rush Landing on January 7, 2021 and received three proposals on February 5, 2021. During the evaluation phase, Marin Transit entered into a Purchase and Sale Agreement for property at 3000 Kerner Blvd. Marin Transit decided to re-release the RFP on February 19, 2021 to add an option to manage the additional property. Three proposal responses were received on the due date of March 11, 2021.

eric lucan
director
city of novato

katie rice
director
supervisor district 2

Marin Transit staff reviewed the proposals and determined all proposers to be qualified. Staff conducted interviews for all three proposers on March 18, 19, and 22. After interviews and reference checks, Marin Transit determined that the proposal from Paseo Properties best meets the District's needs as specified in the RFP. Paseo Properties has a small team with extensive knowledge of Marin County and headquarters in Mill Valley. They offer services in Marin and San Francisco with an established professional network of vendors. Marin Transit determined that their proposal provided the best value.

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

The agreement and amendment are attached. The agreement authorizes the property manager to make repair and maintenance expenditures up to \$500 without prior approval from Marin Transit. Prior approval is also not required for monthly recurring expenditures or for emergency expenditures as defined in the contract. All deposits and expenditures will be handled through a trust account that will maintain a reserve of \$5,000.

FISCAL/STAFFING IMPACT:

Property Management is included in the Facility Budget for FY2020/21. The table below provides a summary of annual contract expenses under the proposed agreement. The fee for 3000 Kerner Blvd is included as a contract option which staff is recommending be executed with this contract award. Marin Transit's purchase of 3000 Kerner is still underway with closing of escrow anticipated no later than July 15, 2021. From the start of the property management contract period to the closing of escrow, staff anticipates that Paseo Properties will help line up vendors who will be ready to perform needed repair and maintenance work as soon as Marin Transit assumes ownership. If Marin Transit's purchase is not successful, the property management contract will be amended to eliminate the property management fees and services associated with 3000 Kerner.

Period	Annual Fee		
	600 Rush Landing	3000 Kerner Blvd	Total
May 1, 2021 – April 30, 2022	\$9,000	\$6,000	\$15,000
May 1, 2022 – April 30, 2023	\$9,264	\$6,180	\$15,444
May 1, 2023 – April 30, 2024	\$9,540	\$6,360	\$15,900

Paseo Properties will also collect any revenues associated with the properties on behalf of Marin Transit and will pass through expenses to the District for ongoing and preventative maintenance costs.

In FY2021/22, Facility expenses and revenue will be directly included in the Operations Budget. Within the Operations budget, revenue and expenses for 600 Rush Landing are assigned to the Local Budget, and revenues and expenses for 3000 Kerner Blvd will be included in the Marin Access budget. Lease revenue at Rush Landing fully funds operating expenses for the facility. No lease revenue is anticipated for the 3000 Kerner Blvd maintenance facility. If the purchase is completed, Marin Transit will share property management and other facility operations cost for 3000 Kerner with Golden Gate Bridge Highway & Transportation District. Marin Transit's share will be funded with local, state, and federal operations revenue. Staff anticipates that the operations costs for 3000 Kerner will be offset by lower contract operations cost for paratransit operations in the future. Marin Transit has issued a competitive procurement for paratransit and mobility management services with an estimated start date of January 1, 2022.

Respectfully submitted,



Anna Penoyar
Senior Capital Analyst

Attachment A – Property Management Agreement

202171

**MARIN COUNTY TRANSIT DISTRICT
CONTRACT WITH PASEO PROPERTIES FOR PROPERTY MANAGEMENT SERVICES**

THIS CONTRACT is made and entered into this 5th day of April, 2021, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Paseo Properties, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: Property Management; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$ **46,344** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on **May 1, 2021**, and shall terminate on **April 30, 2024**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The District shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to the District prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. The insurer shall supply District adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the District immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the Marin County Transit District based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and Marin County Transit District as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the Marin County Transit District as a work for hire. The Marin County Transit District shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the Marin County Transit District.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Transit District Board of Directors, the State of California or other third party. Should the funds not be appropriated District may terminate this Contract with respect to those

payments for which such funds are not appropriated. District will give Contractor thirty (30) days' written notice of such termination. All obligations of District to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Transit District Board of Directors, the State of California or other third party, District's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, District may reduce the Maximum Cost to District identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any Federal Transit Administration grant funds, Exhibit D must be attached. Exhibit D provides all Federal Transit Administration Contract Provisions relevant to this Contract.

4. For Contracts involving any State or Federal grant funds, Exhibit E must be attached. Exhibit E shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit E - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - re not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on District's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS*Check applicable Exhibits***CONTRACTOR'S
INITIALS****EXHIBIT A.****Scope of Services****EXHIBIT B.****Fees and Payment****EXHIBIT C.****Insurance Reduction/Waiver****EXHIBIT D.****Federal Transit Administration Contract Provisions****EXHIBIT E.****Contractor's Debarment Certification****EXHIBIT F.****Subcontractor's Debarment Certification**

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY**CONTRACTOR****MARIN COUNTY TRANSIT DISTRICT:**

By: _____

Name: _____

Title: _____

By: _____

COUNTY COUNSEL REVIEW AND APPROVAL *(required if template content has been modified)*

County Counsel: _____ Date: _____

EXHIBIT "A"
to Short Form Contract

SCOPE OF SERVICES (required)

The selected contractor will provide all services to maintain and repair the property as outlined below. Scope is based on the California Association of Realtors Property Management Agreement.

Properties included in this contract are:

- **600 Rush Landing Rd, Novato, CA**
- **3000 Kerner Blvd, San Rafael, CA** *(If this property is not successfully acquired by Marin Transit, it and all associated costs will be removed from the contract).*

Please note that Marin Transit does not anticipate the need to advertise or lease the property at this time.

- a. **REPAIR; MAINTENANCE:** Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. Owner agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant to water/maintain gardens, landscaping trees or shrubs. Property Manager shall obtain prior approval of Owner for all expenditures over \$500 for any one item. Prior approval shall not be required for monthly or recurring operating charges or, if in Property Manager's opinion; emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.
- b. **REPORTS, NOTICES AND SIGNS:** Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or
- c. **CONTRACTS; SERVICES:** Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through attorneys, agents, employees, or independent contractors and, except for persons working in Property Manager's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
- d. **EXPENSE PAYMENTS:** Pay expenses and costs for the Property from Owner's funds held by Property Manager, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner's Association dues, assessments, loan payments and insurance premiums.
- e. **SECURITY DEPOSITS:** Receive security deposits from tenants, which deposits shall be given to Owner. Owner shall be responsible to tenants for return of security deposits and all interest due on security deposits held by Owner.
- f. **TRUST FUNDS:** Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.

- g. **RESERVES:** Maintain a reserve in Property Manager's trust account of \$5,000.
- h. **DISBURSEMENTS:** Disburse Owner's funds held in Property Manager's trust account in the following order.
 - i. Compensation due Property Manager.
 - ii. All other operating expenses, costs and disbursements payable from Owner's funds held by Property Manager.
 - iii. Reserves and security deposits held by Property Manager.
 - iv. Balance to Owner.
- i. **OWNER DISTRIBUTION:** Remit funds, if any are available, to Owner.
- j. **OWNER STATEMENTS:** Render monthly (for periods covering the 1st of the month to the end of the month) and year end statements of receipts, expenses and charges for each Property.
- k. **PROPERTY MANAGER FUNDS:** Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.

EXHIBIT "B"
to Short Form Contract

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Management	\$750	\$772	\$795	\$819	\$844
Management during vacancy					
Other					
Option – 3000 Kerner	\$500	\$515	\$530	\$546	\$562
Total:	\$1,250	\$1,287	\$1,325	\$1,365	\$1,406

Cost proposal is stated in terms of monthly fee. Assumes for status quo on tenancy. This chart represents the base management fee. \$750/month with 3% annual increase.

If additional tenants occupy the building in the future, management fee will rise in relation to the new rents being paid.

The rate will be 4% of new rents in addition to base fee.

Maximum total management fee not to exceed \$1,500 per month over the course of the 5 year term of contract.

Marin Transit expects to acquire 3000 Kerner Blvd, and will initiate this contract option with the contract. If Marin Transit is unsuccessful in the acquisition, this contract will be amended to remove the Property and any associated fees.

EXHIBIT "C"
to Short Form Contract

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

Contractor's professional liability insurance may be provided, in part, by self-insurance or large deductible as long as Contractor provides: (1) evidence to the District that Contractor has segregated amounts in a special insurance reserve fund meeting the Contract's insurance requirements and restricted specifically to this project or (2) Contractor's general insurance reserves are adequate to provide the necessary coverage and the Marin County Transit District may conclusively rely thereon.

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box

if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature:

Date:

ATTACHMENT C: FTA GRANT CONTRACT PROVISIONS

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the CONTRACTOR. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in the RFP, the contents of the successful proposal and/or the Professional Services Agreement.

No Obligation by the Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the FTA Marin Transit or a subgrantee of the FTA Marin Transit in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) Where the Purchaser is a State and is the FTA Marin Transit or a subgrantee of the FTA Marin Transit in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Marin Transit or a subgrantee of the FTA Marin Transit in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the FTA Marin Transit or a subgrantee of the FTA Marin Transit in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

- 7) FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination

- 1) Termination for Convenience

Marin Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Marin Transit to be paid to the Contractor. If the Contractor has any property in its possession belonging to Marin Transit, the Contractor will account for the same, and dispose of it in the manner Marin Transit directs.

- 2) Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Marin Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Marin Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Marin Transit after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 3) Opportunity to Cure

Marin Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to 15 Days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Marin Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Marin Transit setting forth the nature of said breach or default, Marin Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Marin Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach

In the event that Marin Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Marin Transit shall not limit Marin Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5) Termination for Convenience (Professional or Transit Service Contracts)

Marin Transit, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Marin Transit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6) Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Marin Transit may terminate this contract for default. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Marin Transit.

7) Termination for Convenience of Default (Cost-Type Contracts)

Marin Transit may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Marin Transit or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Marin Transit, or property supplied to the Contractor by Marin Transit. If the termination is for default, Marin Transit may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Marin Transit and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Marin Transit, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Marin Transit determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Marin Transit, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of

the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3.3%. A separate contract goal has not been established for this RFP.

(2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Marin Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(4) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Marin Transit. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Marin Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(5) The contractor must promptly notify Marin Transit whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Marin Transit.

(6) Marin Transit encourages prime contractors to use financial institutions owned and controlled by socially and economically disadvantaged individuals. If available, institutions located in Marin County are preferred.

(7) Marin Transit is a participant in the California Unified Certification Program (CUCP), which follows U.S. DOT directives and guidance concerning certification matters. The CUCP makes all DBE certification decisions on behalf of U.S. DOT Marin Transits in the state. Marin Transit relies upon the CUCP for the certification of DBE firms and ensures that only firms certified as eligible DBEs participate in the Program. The DBE Database is a consolidated and automated directory that identifies firms that have been certified as DBEs by the CUCP. This database is available at Caltrans' website,

www.dot.ca.gov/hq/bep/find_certified.htm. The DBE Database shall not in any way prequalify the identified DBE firms with respect to licensing, bondability, competence, or financial responsibility.

(8) A DBE is a for-profit, small business concern; 1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. With respect to firms participating as DBEs in U.S. DOT assisted contracts, a small business concern is an existing small business, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121), whose average annual gross receipts for the previous three (3) years does not exceed \$22.41million (or as adjusted for inflation by the Secretary of U.S. DOT) pursuant to 49 CFR § 26.65(b).

(9) Marin Transit shall monitor and track the actual DBE participation through contractor and subcontractor reports of payments. The District's Civil Rights Officer will maintain a running tally of payments actually made to DBE firms and may require prime contractors and DBE subcontractors and suppliers to provide appropriate documentation to verify such payments. Marin Transit will monitor actual DBE participation and will include a written certification that Marin Transit has reviewed contracting records and monitored work sites in California for this purpose. DBE participation will be counted in accordance with the federal regulations. Credit toward overall or contract goals, if applicable, will only be given upon satisfactory evidence that payments were actually made to DBEs.

(10) The contractor shall maintain records of all DBE participation in the performance of the contract, including subcontracts entered into with certified DBEs and all materials purchased from certified DBEs. It is the contractor's responsibility to maintain records and documents for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Marin Transit or U.S. DOT. This reporting requirement is also extended to any certified DBE subcontractor. Marin Transit will maintain a running tally of payments actually made to DBE firms and may require prime contractors and DBE subcontractors and suppliers to provide appropriate documentation to verify such payments. Credit toward overall or contract goals will only be given upon satisfactory evidence that payments were actually made to DBEs. Marin Transit may perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the report of proposed DBE participation.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal and signing the certification form included in this document, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Marin Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Marin Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breaches and Dispute Resolution

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Marin Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by Marin Transit, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts. Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995. Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air Requirements

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Requirements

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 5, 2021

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Resolution 2021-03 Easement to Pacific Gas & Electric for Bus Charging Electrification at 600 Rush Landing

board of directors

Dear Board Members:

kate colin
president
city of san rafael

RECOMMENDATION: Approve resolution to grant an easement to Pacific Gas & Electric (PG&E) for the installation and maintenance of electrical infrastructure related to the charging of battery electric buses.

judy arnold
vice president
supervisor district 5

SUMMARY: In June 2021, your Board authorized Marin Transit staff to submit an application for Pacific Gas & Electric (PG&E)'s EV Fleet program. This program will provide additional electric charging capacity to 600 Rush Landing for the District's battery electric buses, including four Gillig battery electric buses. Staff anticipates delivery of these buses in late 2021.

stephanie moulton-peters
2nd vice president
supervisor district 3

Marin Transit was accepted into PG&E's EV Fleet program in September 2020, and PG&E and Marin Transit staff have been working in coordination to design the planned improvements for the parts of the project they are each responsible for implementing. PG&E will make infrastructure improvements to bring additional power capacity to the site and install a new metered service that will be dedicated to electric vehicle charging. Marin Transit will make infrastructure improvements that will bring power from the new meter to the electric bus chargers and install the chargers.

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

PG&E requires an easement to bring the additional power to the site and to provide access for maintenance of their equipment. The easement will:

dennis rodoni
director
supervisor district 4

- Consist of a 10ft wide strip centered around PG&E's equipment;
- Grant PG&E the right to trim or cut down trees and brush within the easement area;
- Grant PG&E the right to install, inspect, maintain, replace, remove, and use communications equipment within the easement area; and
- Prohibit Marin Transit from construction activities or drilling within easement area.

brian colbert
alternate
town of san anselmo

The map attached to the easement is an approximation and does not accurately reflect the designated area. Marin Transit has prepared Attachment A to this letter to provide a more accurate approximation of the easement location. Marin Transit can request a Notice of Final Description after project completion that will accurately and precisely show the location of the easement.

PG&E will begin construction of their portion of the improvements after the parties sign the easement and designs are finalized. The utility intends to coordinate this work with the construction of Marin Transit's portion of the improvements.

Marin Transit's legal counsel has reviewed and approved this agreement.

Project Status

Marin Transit is working to finalize the design for improvements through its General Engineering Services contract with Mark Thomas and Co. and coordinating with the City of Novato to obtain permits for the work. Bid documents will be finalized in April and released this summer. Staff expects to bring the construction contract to your Board for approval in July 2021.

FISCAL/STAFFING IMPACT:

There is no fiscal or staffing impact associated with this easement. Marin Transit's FY2020/21 budget includes \$1,186,842 for Facility Improvements, including electrification.

Respectfully submitted,



Anna Penoyar
Senior Capital Analyst

Attachment A: Map of Approximate Easement location

Attachment B: Easement

Attachment C: Resolution



RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911)
- ☐ Computed on Full Value of Property Conveyed, or
- ☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- ☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2403-06-

EASEMENT DEED

MARIN COUNTY TRANSIT DISTRICT, a public agency,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, for electric vehicle charging station purposes within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Novato, County of Marin, State of California, described as follows:

(APN 125-560-01)

LOT 2 as shown upon the Parcel Map filed for record September 30, 1998 in Book 1998 of Maps at page 120, Marin County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electric vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy associated with electric vehicle charging station and communication purposes located within the strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing Number 31518188 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said easement area.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

The easement granted herein is non-exclusive, and Grantor expressly reserves the right to operate, repair, and maintain its structures and improvements located in the easement area so long as such uses do not materially interfere with Grantee's rights hereunder.

In the event upon termination of the electric vehicle charging station contract as set forth in said terms and conditions, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Grantor's expense.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

Grantee shall conduct and cause to be conducted all activities in the easement area in a safe and reasonable manner and in compliance with allows of any governmental or other regulatory entity with jurisdiction and all covenants and restrictions of record. Grantee accepts the easement area in its "as is" condition, and releases and waives any claims against Grantor relating to the condition of the easement area. Grantee shall use, and cause its agents and employees to use, due care at all times to avoid damage or harm to the easement area and Grantor's property. Grantee shall maintain the easement area in a good, clean, safe, and secure condition, insofar as the easement area may be affected by Grantee's activities hereunder. Grantee shall maintain the facilities in keeping with industry custom. Grantee shall keep the easement area free and clear of any liens or claims of lien arising out of or connected with its use of the easement area.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

In exercising its easement rights hereunder, Grantee shall not unreasonably interfere with, disrupt, or materially adversely affect Grantor's business operations or access rights at the property owned by Grantor.

Dated: _____, ____

MARIN COUNTY TRANSIT DISTRICT, a
public agency

By _____

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.

By _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____,

Here insert name and title of the officer

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

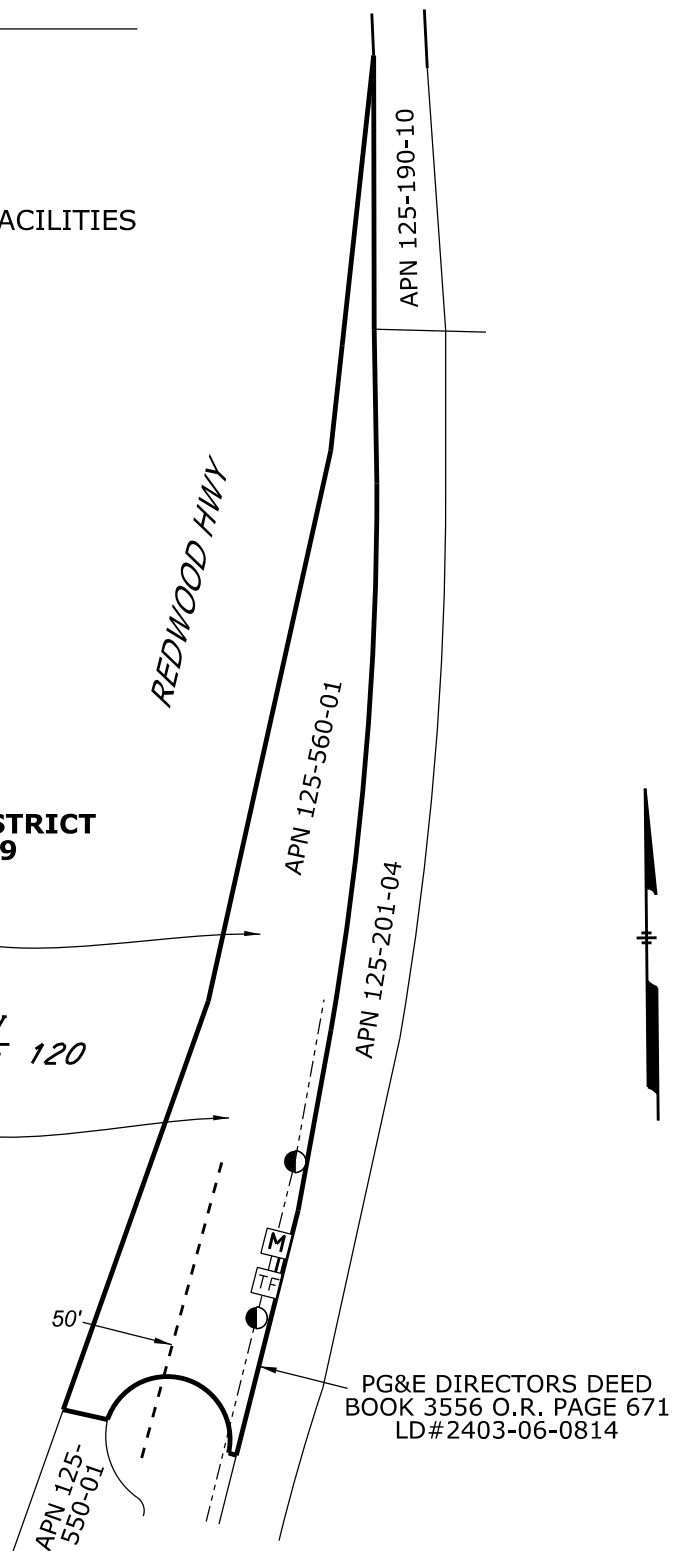
- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

LEGEND

-----	ELECTRIC FACILITIES
————	SUBJECT PARCEL
M	ELECTRIC METER
TF	ELECTRIC TRANSFORMER
●	UTILITY POLE
— — — —	CENTERLINE OF ALIGNMENT OF FACILITIES
M.C.R.	MARIN COUNTY RECORDS

MARIN COUNTY TRANSIT DISTRICT
DOC. NO. 2020-0003689
M.C.R.

PARCEL MAP
RUSH LANDING-PHASE 11
BOOK 1998 OF MAPS AT PAGE 120
LOT 2



RANCHO OLOMPALI

UNLESS OTHERWISE SHOWN ALL COURSES

EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

Applicant: **MARIN COUNTY TRANSIT DISTRICT**
600 RUSH LANDING ROAD, NOVATO

SCALE
NOT TO
SCALE

DATE
1/21/21

SECTION (SW/SE/7)	TOWNSHIP (3N)	RANGE (6W)	MERIDIAN (MDM)	COUNTY OF: MARIN	CITY OF: NOVATO
F.B.: N/A	DR.BY: LC	CH.BY: PRFB			
PLAT MAP REFERENCES	ELECTRIC PP31 BOOK 1998 MAPS 120	PG&E	NORTH BAY DIVISION	31518188 AUTHORIZ	31518188 DRAWING NO.

Attach to LD: 2403-06-
Area, Region or Location: 7; North Bay Division
Land Service Office: Fresno
Line of Business: Electric Charging Station (95), Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: (24.03.06.06.23) Rancho Olompali
FERC License Number: N/A
PG&E Drawing Number: 31518188
Plat No.: Electric PP31
LD of Affected Documents: N/A
LD of Cross-Referenced Documents: N/A
Type of interest: Communication Easements (6), Electric Underground Easements (4), Utility
Easement (86)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 31518188
JCN: N/A
County: Marin
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: LC
Checked By: PRFB

RESOLUTION 2021-03

**RESOLUTION OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS
AUTHORIZING THE SIGNING OF AN EASEMENT WITH PACIFIC GAS & ELECTRIC FOR
INSTALLATION OF ELECTRICAL INFRASTRUCTURE FOR ELECTRIC BUS CHARGING**

WHEREAS, Pacific Gas & Electric (PG&E) has been allocated \$236 million from the California Air Resources Board to aid in the electrification of California Fleets through the EV Fleet Program; and

WHEREAS, Marin County Transit District was accepted into the EV Fleet Program to increase electrical capacity for the charging of Electric Buses at 600 Rush Landing; and

WHEREAS, PG&E will install needed electrical infrastructure that will allow for the transmission of electricity to charge at least 6 vehicles; and

WHEREAS, Marin Transit will commit to charging 6 vehicles at Rush Landing; and

WHEREAS, PG&E requires an easement to do any work to install necessary infrastructure at 600 Rush Landing; and

WHEREAS, the easement will grant PG&E access rights to the installed equipment and a 10 foot buffer area around equipment, and will prohibit construction within the equipment and buffer area; and

WHEREAS, the easement includes a termination clause if equipment is no longer necessary.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Marin County Transit District, that the General Manager, or designee is authorized to sign an easement to PG&E on behalf of Marin County Transit District.

APPROVED AND PASSED this 5th day of April 2021.

Kate Colin, President

ATTEST:

Nancy Whelan, General Manager



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 5, 2021

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Amendment to the Agreement with Brown Armstrong Accountancy Corporation for Independent Year End Audit Services

board of directors

Dear Board Members:

kate colin
president
city of san rafael

RECOMMENDATION: Authorize General Manager to execute an amendment to the Brown Armstrong agreement for two one-year options for audit services.

judy arnold
vice president
supervisor district 5

SUMMARY:

Staff recommends that your Board approve amendment (#202170) to the contract with Brown Armstrong Accountancy Corporation (#171868) to add an additional two independent year-end audits, optional federal *single* audits, and optional Comprehensive Annual Financial Reports (CAFRs) for fiscal years ending June 30, 2021 and June 30, 2022. Your Board approved the original contract with Brown Armstrong on April 2, 2018. This amendment exercises the options for two one-year extensions authorized under the original agreement.

stephanie moulton-peters
2nd vice president
supervisor district 3

damon connolly
director
supervisor district 1

Brown Armstrong Accountancy was selected to perform Marin Transit's independent year end audits following a competitive Request for Proposals process in 2018. Brown Armstrong Accountancy has completed three successful audits and single audits under the current contract.

eric lucan
director
city of novato

FISCAL IMPACT:

The maximum contract cost will increase by \$73,591 to \$171,351 for the completion of the FY 2020/21 and FY2021/22 year-end audits, including a federal single audit and optional CAFR preparation. The cost of this extension will be included in the associated annual operations budgets.

katie rice
director
supervisor district 2

Respectfully submitted,

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

Lauren Gradia
Director of Finance and Capital Programs

Attachment

202170

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN THE
MARIN COUNTY TRANSIT DISTRICT AND BROWN ARMSTRONG ACCOUNTANCY
CORPORATION DATED APRIL 2, 2018

THIS AMENDMENT is made and entered into this 5th day of April 2021, by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and BROWN ARMSTRONG ACCOUNTANCY CORPORATION (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the District and the Contractor entered into an agreement (#171868); and

WHEREAS, the parties wish to exercise two option years and extend the term of the agreement to December 31, 2022;

NOW, THEREFORE, the parties hereby agree to the following amendments as set forth below:

AGREEMENT

- 1) Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
- 2) Updated Certificate of Insurance(s) attached hereto.
- 3) Section 4 is hereby amended to read as follows:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$ **171,351** including direct non-salary expenses for the three base years. Table 1 shows contract maximums by fiscal year and option year pricing. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

Table 1: Contract maximums by Fiscal Year:

FISCAL YEAR	Audit Year	Contract Maximum	General Audit	Single Audit	CAFR Prep	NTD IAS-FF (if needed)
FY17/18	FY18	\$31,010	\$19,970	\$4,480	\$5,060	\$1,500
FY18/19*	FY19	\$32,561	\$20,969	\$4,704	\$5,313	\$1,575
FY19/20*	FY20	\$34,189	\$22,017	\$4,939	\$5,579	\$1,654
FY20/21*	FY21	\$35,898	\$23,118	\$5,186	\$5,858	\$1,736
FY21/22*	FY22	\$37,693	\$24,274	\$5,445	\$6,150	\$1,823

4) Section 5 of the Agreement with the Contractor is amended to read as follows:

This Contract shall commence on April 2, 2018, and shall terminate on 12/31/2022. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

5) Exhibit B: "Fees and Payment Schedule" is amended as attached.

IN WITNESS WHEREOF, the parties hereto have executed this

Addendum on the day first written above.

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By _____

APPROVED AS TO FORM:

County Counsel

EXHIBIT "B"**FEES AND PAYMENT SCHEDULE**

DISTRICT shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** DISTRICT shall pay CONTRACTOR an all-inclusive maximum price a contract fee according to the table below. The price includes all expense reimbursements. Payments will not exceed the annual contract maximum during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.

FISCAL YEAR	Audit Year	Contract Maximum¹	General Audit	Single Audit²	CAFR Prep	NTD IAS-FF (if needed)³
FY17/18	FY18	\$31,010	\$19,970	\$4,480	\$5,060	\$1,500
FY18/19	FY19	\$32,561	\$20,969	\$4,704	\$5,313	\$1,575
FY19/20	FY20	\$34,189	\$22,017	\$4,939	\$5,579	\$1,654
FY20/21 ⁴	FY21	\$35,898	\$23,118	\$5,186	\$5,858	\$1,736
FY21/22 ⁴	FY22	\$37,693	\$24,274	\$5,445	\$6,150	\$1,823
<p>1) Maximum Contract is the addition of project components.</p> <p>2) Single Audit pricing is based on the number of major programs and is shown based on three major programs.</p> <p>3) The NTD work will only be done (and paid for) if required by FTA for the audit year</p>						

The Contactor can invoice for fees no more than monthly based work completed and billed according to the rate schedule included in the contractor proposal (not to exceed the contract maximum) or on completion of each task.

- (2) **MILEAGE.** DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (3) **TRAVEL COSTS.** DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract.
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum amount payable to Contractor under this Contract for this period shall not exceed \$171,351.



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 5, 2021

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael CA 94903

SUBJECT: Authorizing Resolution for Filing Applications with the Federal Transit Administration

board of directors

Dear Board Members:

kate colin
president
city of san rafael

judy arnold
vice president
supervisor district 5

stephanie moulton-peters
2nd vice president
supervisor district 3

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Adopt Resolution Authorizing the Filing of an Application for FTA Formula Program and Surface Transportation Programs Funding for Vehicle Replacements and Americans with Disabilities Act Paratransit Operating Assistance, Committing the Necessary Local Match for FTA grant funded Projects, and Stating the Assurance of Marin Transit to complete such Projects.

SUMMARY:

Staff requests that your Board adopt a resolution authorizing the filing of applications with the Federal Transit Administration. The Metropolitan Transportation Commission (MTC) requires this resolution as part of its Transit Capital Priorities (TCP) application process. MTC adopted updated guidelines for the TCP process on January 13, 2021 to program the regional federal transit formula funds to projects according to criteria developed through the Bay Area Partnership's Transit Finance Working Group (TFWG).

Unlike prior cycles, FY2020/21 is a one-year program rather than a multi-year program due to multiple uncertainties. These uncertainties include the recovery of transit ridership, the stability of transit funding sources, the incorporation of additional federal transit funding relief and the potential of a new federal surface transportation authorization. As a direct federal grantee, Marin Transit is an eligible operator in the San Francisco Oakland Urbanized Area. In accordance with the TCP process, Marin Transit staff have requested funding to replace service vehicles when they exceed their useful life and for the District's share of funding to operate ADA paratransit services. In delaying the replacement of paratransit vehicles, the District is eligible for additional funding that can be used for capital needs. This funding is requested for accessibility improvements at bus stops.

This resolution supports Marin Transit's application for funding for the three projects in the table below. These projects are included in Marin

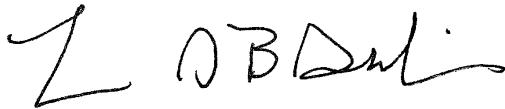
Transit's 2020 Short Range Transit Plan and the District's 10-year financial plan.

Project Description	Federal	Local	Total
FY2020/21			
ADA Paratransit Assistance to provide required service	\$802,802	\$200,700	\$1,003,702
ADA Bus Stop Improvements	\$242,400	\$60,600	\$303,00
Replace five paratransit vehicles with accessible vans	\$404,000	\$101,00	\$505,000
Subtotal FY2020/21	\$1,449,202	\$362,300	\$1,811,502

FISCAL IMPACT: Following MTC approval of these projects in the regional Transportation Improvement Plan (TIP), Marin Transit will be authorized to submit annual applications for the included projects. By filing the application with FTA, the District will commit to expending the associated local match funding.

All of the above projects are included in the District's Short Range Transit Plan. The local match requirements have been anticipated and will be funded with Measure AA local sales tax funding. The projects will be included in the FY 2021/22 budget and implemented next fiscal year.

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Programs

Attachment A-Resolution 2021-04

RESOLUTION # 2021-04

AUTHORIZING THE FILING OF AN APPLICATION FOR FTA FORMULA PROGRAM AND SURFACE TRANSPORTATION PROGRAMS FUNDING FOR CAPITAL PROJECTS AND ADA PARATRANSIT OPERATING ASSISTANCE AND COMMITTING THE NECESSARY LOCAL MATCH FOR THE PROJECT(S) AND STATING THE ASSURANCE OF MARIN COUNTY TRANSIT DISTRICT (MARIN TRANSIT) TO COMPLETE THE PROJECT

WHEREAS, Fixing America's Surface Transportation (FAST, Public Law 114-94) continues and establishes new Federal Transit Administration formula programs (23 U.S.C. §53) and continues the Surface Transportation Program (23 U.S.C. § 133); and

WHEREAS, pursuant to FAST, and the regulations promulgated there under, eligible project sponsors wishing to receive Federal Transit Administration (FTA) Section 5307 Urbanized Area, Section 5337 State of Good Repair, or Section 5339 Bus and Bus Facilities (collectively, FTA Formula Program) grants or Surface Transportation Program (STP) grants for a project shall submit an application first with the appropriate metropolitan transportation planning organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Transportation Commission is the MPO for the San Francisco Bay region; and

WHEREAS, Marin Transit is an eligible project sponsor for FTA Formula Program or STP funds; and

WHEREAS, Marin Transit wishes to submit a grant application to MTC for funds from the FY2020/21 FTA Formula Program or STP funds, for the following project(s):

Project Description	Federal	Local	Total
FY2020/21			
ADA Paratransit Assistance to provide required service	\$802,802	\$200,700	\$1,003,503
ADA Bus Stop Improvements	\$242,400	\$60,600	\$303,000
Replace five paratransit vehicles with accessible vans	\$404,000	\$101,000	\$505,000
Subtotal FY2020/21	\$1,449,202	\$362,300	\$1,811,503

WHEREAS, MTC requires, as part of the application, a resolution stating the following:

- 1) the commitment of necessary local matching funds of at least 18% for FTA Formula Program funds, and 11.47% for STP funds; and
- 2) that the sponsor understands that the FTA Formula Program and STP funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded from FTA Formula Program or STP funds; and
- 3) the assurance of the sponsor to complete the project as described in the application, and if approved, as programmed in MTC's TIP; and
- 4) that the sponsor understands that FTA Formula Program funds must be obligated within three years of programming and STP funds must be obligated by January 31 of the year that the project is programmed for in the TIP, or the project may be removed from the program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Marin County Transit District that Marin Transit is authorized to execute and file an application for funding under the FTA Formula Program and/or Surface Transportation Program in the amount of (\$1,449,202) for Vehicle Replacements, Bus Stop Improvements, and ADA Paratransit Operating Assistance and;

BE IT FURTHER RESOLVED that the Board of Directors of the Marin County Transit District by adopting this resolution does hereby state that:

- 1) Marin Transit will provide (\$362,300) in local matching funds; and
- 2) Marin Transit understands that the FTA Formula Program and STP funding for the project is fixed at (\$1,449,202), and that any cost increases must be funded by the Marin Transit from local matching funds, and that Marin Transit does not expect any cost increases to be funded with FTA Formula Program and Surface Transportation Program funds; and
- 3) Projects will be built or completed as described in this resolution and, if approved, for the amount shown in the Metropolitan Transportation Commission (MTC) Transportation Improvement Program (TIP) with obligation occurring within the timeframe established below; and
- 4) The program funds are expected to be obligated in year the project is programmed for in the TIP; and
- 5) Marin Transit will comply with FTA requirements and all other applicable Federal, State and Local laws and regulations with respect to the proposed project; and

BE IT FURTHER RESOLVED, that Marin Transit is an eligible sponsor of projects in the program for FTA Formula Program and STP funds; and

BE IT FURTHER RESOLVED, that Marin Transit is authorized to submit an application for FTA Formula Program and STP funds for listed projects; and

BE IT FURTHER RESOLVED, that there is no legal impediment to Marin Transit making applications for FTA Formula Program and STP funds; and

BE IT FURTHER RESOLVED, that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of Marin Transit to deliver such project; and

BE IT FURTHER RESOLVED, that Marin Transit agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866; and

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC prior to MTC programming the FTA Formula Program or Surface Transportation Program funded projects in the Transportation Improvement Program (TIP); and

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the project described in the resolution and to program the project, if approved, in MTC's TIP.

PASSED AND ADOPTED by the Board of Directors of the Marin County Transit District, State of California, at a regular meeting of said Board on the 5th of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

PRESIDENT

ATTEST:

SECRETARY



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 5, 2021

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94901

SUBJECT: Authorizing Resolution for the Metropolitan Transportation Commission's Safe & Seamless Mobility Quick-Strike Grant

board of directors

Dear Board Members:

kate colin
president
city of san rafael

RECOMMENDATION: Adopt Resolution #2021-05 authorizing the filing of an application for the Metropolitan Transportation Commission's (MTC) Quick-Strike program to address needed bus stop improvements at up to 20 stops throughout Marin County.

judy arnold
vice president
supervisor district 5

SUMMARY: Staff requests that your Board adopt resolution #2021-05 (Attachment A) approving the project and authorizing the General Manager to submit a request for allocation of the MTC Safe and Seamless Mobility Quick-Strike funds.

stephanie moulton-peters
2nd vice president
supervisor district 3

The Safe and Seamless Mobility Quick-Strike Program is a one-time grant program providing grant funds to quick-build or near-term capital projects that address mobility, connections to transit, and projects that advance equitable mobility.

damon connolly
director
supervisor district 1

The stops included in this project were identified for improvement following a systemwide bus stop survey and conditions assessment and a 100 percent ridecheck conducted in 2017. The results of the survey showed that 267 stops need accessibility improvements including a clear path of travel to and from the bus stops and/or an ADA landing pad at the stop where wheelchairs are loaded onto buses. Of these stops, 21 stops were identified to make a targeted impact on the most passengers. Preliminary plans were then developed for these 21 stops. Improvements primarily constitute accessibility improvements with some updates to amenities at high ridership stops that do not have a shelter. Creation of a new stop is also included in the preliminary plans. This new stop will give residents of the Canal District in San Rafael quicker rides to their final destination by adding a stop at the beginning of the Canal loop. A summary of the bus stop conditions assessment and the proposed stop improvements are included in the fact sheet in Attachment B.

eric lucan
director
city of novato

katie rice
director
supervisor district 2

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

If awarded, staff plans to execute a task order with Mark Thomas to finish the design work and release a bid package to go into construction later this year.

FISCAL IMPACT:

With this action, Marin Transit will have the requisite Board approvals to apply for the available funding for MTC's Safe and Seamless Mobility Quick Strike Program. If awarded the funding, this capital project will be added to the FY2021/22 budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Anna Penoyar". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Anna Penoyar
Senior Capital Analyst

Attachment A – Resolution
Attachment B – Project Fact Sheet

RESOLUTION #2021-05

APPROVING PROJECT FOR SUBMISSION TO THE 2021 MTC SAFE AND SEAMLESS MOBILITY QUICK STRIKE PROGRAM

WHEREAS, On February 1, 2021, the Metropolitan Transportation Commission (MTC) announced a call for projects to County Transportation Agencies (CTAs) with \$54.4 Million for a one-time competitive Safe and Seamless Mobility Quick-Strike Program to fund projects that can be implemented quickly to support communities responding to COVID-19; and

WHEREAS, the Quick Strike Program emphasizes bicycle/pedestrian safety and mobility, connections to transit, and projects that advance equitable mobility; and

WHEREAS, The Marin County Transit District has developed a project to update bus stops in Marin County, improving accessibility and updating amenities to meet targets based on stop usage; and

WHEREAS, this project has been submitted to the Transportation Authority of Marin who is in turn submitting the project to MTC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for the Marin County Transit District hereby approves the project submitted for FY20/21; and

Project Name: **2021 Marin Bus Stop Accessibility Improvements**

Amount of funds requested: **\$1.2 Million**

Short description of project: **Make accessibility and amenity improvements at up to 20 stops.**

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for the Safe and Seamless Mobility Quick Strike funded transit projects.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Marin County Transit District that the General Manager is hereby authorized to submit a request for allocation of the Safe and Seamless Mobility Quick Strike Funds and to execute any related grant applications, forms and agreements.

APPROVED AND PASSED this 5th day of April 2021

President

ATTEST:

Nancy Whelan, General Manager



MARIN TRANSIT BUS STOPS

A bus stop conditions assessment was conducted in 2017 of the 583 bus stops that Marin Transit serves. This assessment allowed Marin Transit to identify bus stop needs, and inform the selection of 22 stops for future improvement. This fact sheet contains a summary of information collected from the assessment and of the identified improvements.

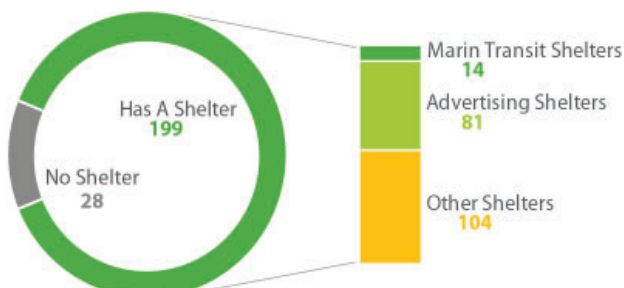
CONDITIONS ASSESSMENT

Bus Stop Accessibility

A Bus Stop is considered accessible if there is a clear path of travel to the stop and if there is a 5'x8' clear landing pad for wheelchair boarding. The path must be level and be at least 3 feet wide.

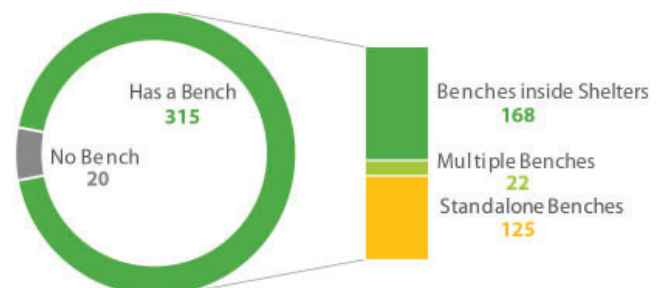


Bus Stop Shelter



*Dataset includes high and medium use stops where a shelter is recommended, and stops that have a shelter

Bus Stop Bench



*Dataset includes high and medium use stops where a bench is recommended, and stops that have a bench.

PROPOSED IMPROVEMENTS

Marin Transit has identified 22 stops for near term improvements. Stop accessibility is the top priority for Bus Stop Improvements, number of riders using each stop was used to further prioritize. The estimated cost for the proposed improvements listed below is **\$1.5 Million**.

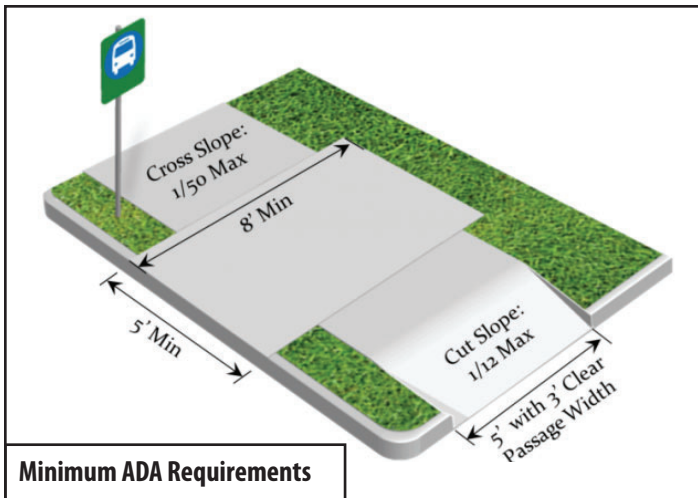
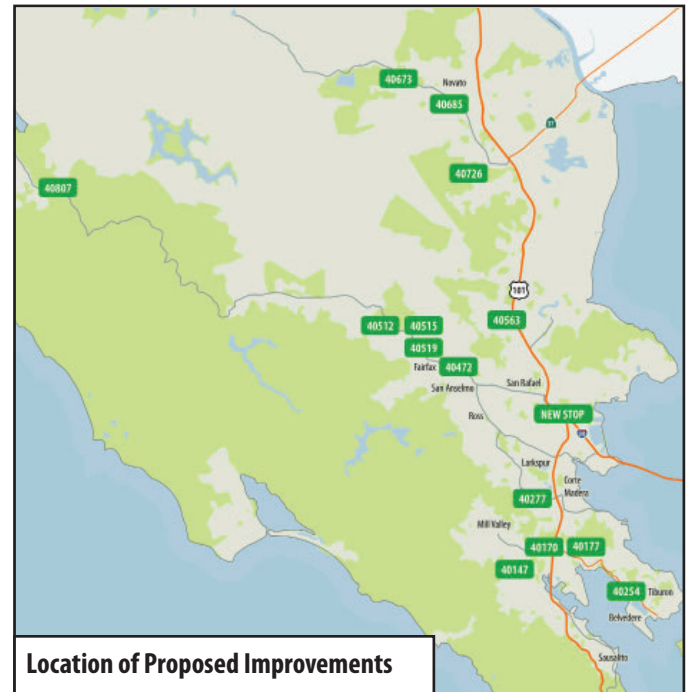


Image Source: <https://www.nctr.usf.edu/2014/05/analysis-of-movable-bus-stop-boarding-and-alighting-areas/>



Stop ID	Stop Name	Proposed Improvement	Daily Ridership
40147	Miller Ave & Reed St	Replace old shelter, add bench	50
40170	Tiburon Wye Bus Pad Northbound	Construct a pedestrian/bicycle undercrossing beneath NB 101 Off-Ramp, install new crosswalk and shelter	67
40177	Tiburon Blvd & East Strawberry Dr	Construct Bulb out to allow for 5'x8' ADA Landing Pad, install new bench, stripe new crosswalk	14
40277	Tamalpais Dr & Eastman Ave	Sidewalk extension and reconstruction to allow for level ADA path of travel and 5'x8' landing pad. Install bus pad in the roadway, and install new shelter.	13
40472	Sir Francis Drake Blvd & San Anselmo Avenue	Replace dilapidated bus shelter	25
40512	Sir Francis Drake Blvd & Olema Rd	Repave roadway and install concrete bus pad. Install 5'x8' Landing pad and repaint shelter.	67
40515	Sir Francis Drake Blvd & Alhambra Circle	Grind and patch raised sidewalk to allow for clear path of travel to stop, install 5'x8' ADA Landing Pad, and bench.	7
40519	Sir Francis Drake Blvd & Oak Manor Dr	Repair curb & Gutter, and install concrete bus pad. Widen sidewalk to allow for ADA Landing Pad and add retaining wall. Install a bench.	21
40563	Las Gallinas Ave & Northgate Dr	Widen sidewalk to allow for 5'x8' ADA Landing Pad	71
40565	Las Gallinas Ave & Merrydale Rd	Reconstruct sidewalk to be more level for Accessible path of travel.	228
40673	San Marin Drive & San Carlos Way	Add new sidewalk at back of walk to allow room for 5'x8' ADA Landing Pad.	209
40685	Novato Blvd & Seventh St	Construction of new sidewalk to provide ADA Landing Pad	14
40726	Ignacio Blvd & Sunset Pkwy	Install new bus shelter	151
42054	Tiburon Blvd & San Rafael Ave	Install sidewalk with ADA landing pad	14
40807	Shoreline Hwy & Sir Francis Drake Blvd	Paint red curb and pedestrian pathway	19
NEW	E Francisco Blvd & Medway Rd	Create new stop with crosswalk to provide quicker rides for passengers in the Canal neighborhood.	N/A

Proposed Improvements Continued...

Stop ID	Stop Name	Proposed Improvement	Daily Ridership
40150	Miller Ave & Camino Alto	Install additional sidewalk to accomodate 5'x8' Landing pad, install shelter	135
40170	Reed Blvd & Knoll La	Install sidewalk for ADA Landing Pad and install curb ramp	67
40330	College Ave & Sir Francis Drake Blvd	Replace existing shelter and bench	91
40478	Sir Francis Drake Blvd & Aspen Ct	Install new sidewalk for ADA landing pad, install shelter	51
40184	Strawberry Frontage Rd & US 101 NB On Ramp	Remove parking and install sidewalk with ADA landing pad to designate a clear and safe bus stop waiting area. Install shelter.	23
40134	East Blithedale Ave & Nelson Ave	Install ADA Landing Pad and new shelter	13

Proposed Improvements Budget

Description	Estimated Cost
Final Design	\$100,000
Construction Management	\$150,000
Construction	\$1,200,000
Marin Transit Staff Time	\$50,000
Total	\$1,500,000*

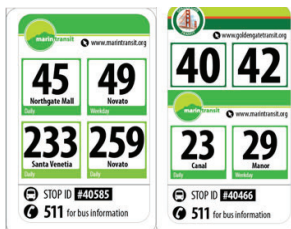
*Funding for this project has not yet been identified



PAST IMPROVEMENT PROJECTS

2013 Systemwide Signage Update

Replaced Signs at 530 stops to show more route information.



2013 South Novato Bus Stop Improvements

Accessibility & Pedestrian Improvements at 4 stops and stop relocation to improve transfers.



2015 & 2019 State of Good Repair Phase 1 & 2

Accessibility & Amenity improvements at 26 stops throughout Marin.



2017 Redwood & Grant Transit Improvements

Transfer Facility re-placement, realignment and accessibility improvements.





711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 5, 2021

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

**SUBJECT: Marin School of Environmental Leadership 2020-2021
Transportation Group Presentation**

board of directors

Dear Board Members:

RECOMMENDATION: Information only.

kate colin
president
city of san rafael

judy arnold
vice president
supervisor district 5

stephanie moulton-peters
2nd vice president
supervisor district 3

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

BACKGROUND/SUMMARY: Students from Terra Linda High School in San Rafael are participating in the Marin School of Environmental Leadership (MSEL) LEAD Project. Each year, MSEL organizes LEAD Projects for 9th and 10th graders. Teams of five or six students design, plan, and implement a project addressing an environmental issue in Marin pertaining to waste, water, energy, transportation, food, and climate change.

MSEL assigns each team a community partner. Community partners assist students in designing their research projects and meet regularly with students to provide guidance throughout the semester. On behalf of Marin Transit, Cody Lowe has served as the community partner for the Terra Linda student transportation team for the last three years.

In the 2018-19 school year, MSEL worked with Mary Sackett of Supervisor Connolly's office for a semester-long project focused on social equity in transportation. Students presented at your 2019 March Board meeting about a Bike Expo and Fare Survey organized as part of their project. The work of MSEL students influenced Marin Transit's decisions regarding lowering monthly pass prices as part of the District's fare and eligibility changes effective July 1, 2020.

In the 2019-20 school year, MSEL students researched various topics that intersect transit and the environment and held community events to raise awareness of transportation options in Marin County. The students developed a presentation on their project and a policy recommendation to offer free fare days for the Marin County Fair and 2020 General Election, which your Board approved in May.

For 2020-21, MSEL students have individually researched a wide variety of topics affecting public transportation and worked as a group to analyze Marin Transit's response to the COVID-19 global pandemic. Over the course of this year's project, the students evaluated Marin Transit pass-up data due to the countywide bus capacity limits and researched safety precautions the District has

implemented. Students also participated in Marin Transit's recent photoshoot to highlight mask compliance and social distancing and visited a bus yard to film a safety precaution video intended to make riders feel safe using transit. Marin Transit will post this video on Marin Transit's social media channels.

At today's meeting, the MSEL students will present an overview of their project and a recommendation that public health officials consider raising the capacity limits on transit vehicles as pandemic conditions improve.

FISCAL/STAFFING IMPACT: There is no fiscal impact associated with this item.

Respectfully submitted,

A handwritten signature in cursive script that reads "Cody Lowe".

Cody Lowe
Planning Analyst

Attachments: MSEL Transportation Group Presentation



Marin School of Environmental Leadership

Board of Director's Meeting

April 5, 2021

- **2018-19: Social Equity in Transportation**
 - Recommendation: Lower cost barrier of fares
- **2019-20: Raising Awareness of Public Transportation**
 - Recommendation: Free fare days
- **2020-21: Technology & Transit**
 - Recommendation: Changes to current boarding capacity limits due to the ongoing pandemic



Project Accomplishments

- **Marin Transit Photoshoot**
 - To showcase mask compliance and social distancing in marketing materials
- **Safety Precaution PSA Video & Stickers**
 - Provide a new format that highlights implemented safety precautions in response to the pandemic



MarinSEL Tech & Transit Group

By Emarson, Harita, Liam,
Beckett, Maddie, and Kira

Why is this topic important?

- Public transit
 - Low costs
 - Easy access
- Carpool
 - Pollution
- Clean energy vehicles



72



Project Expectations

- Ways of Transport
- Research New Transit Technologies
- Community Surveys
- Board of Directors Meeting



Research Topic



Maddie



Emarson



Harita



Beckett



Liam



Kira

Achievements

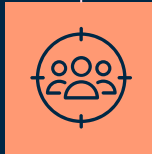


Video PSA



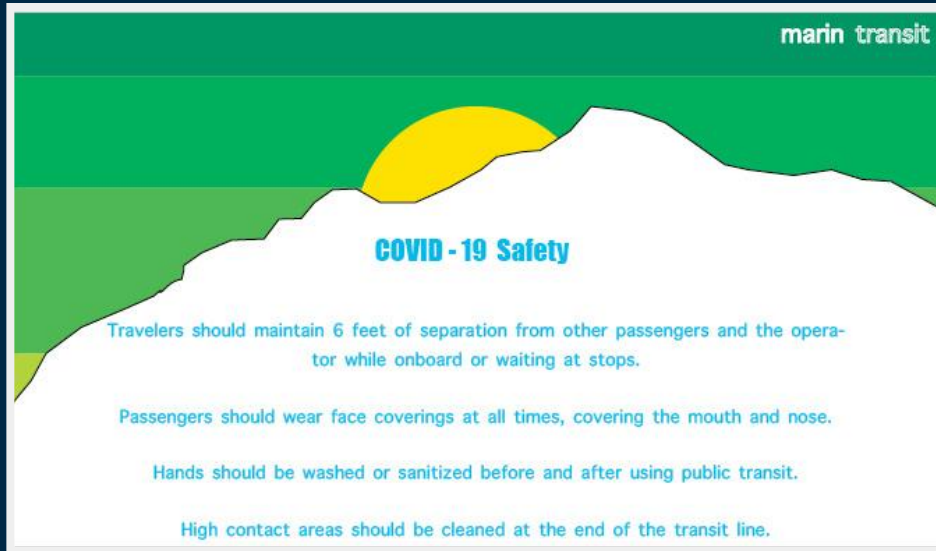
Transit Photoshoot

Board
Presentation

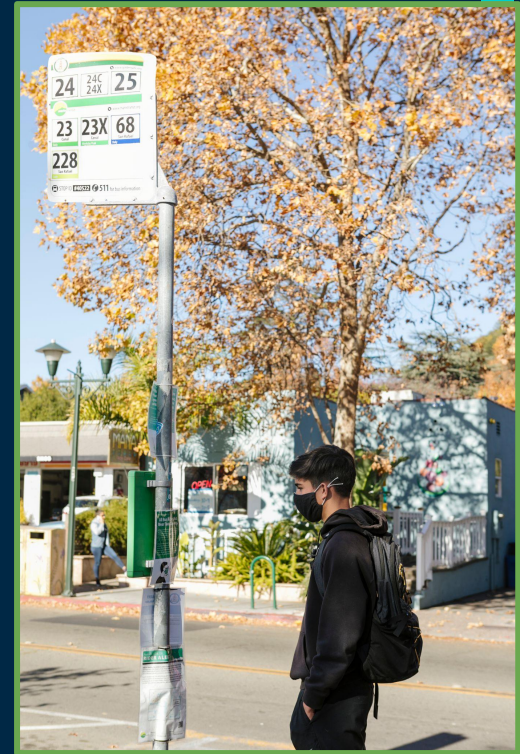


Informational
Stickers

Sticker Examples



Transit Photoshoot



PSA Video



Policy Changes

Stickers

Bus Capacity

- Based on data
- COVID status

- Informative
- Marin Transit buses

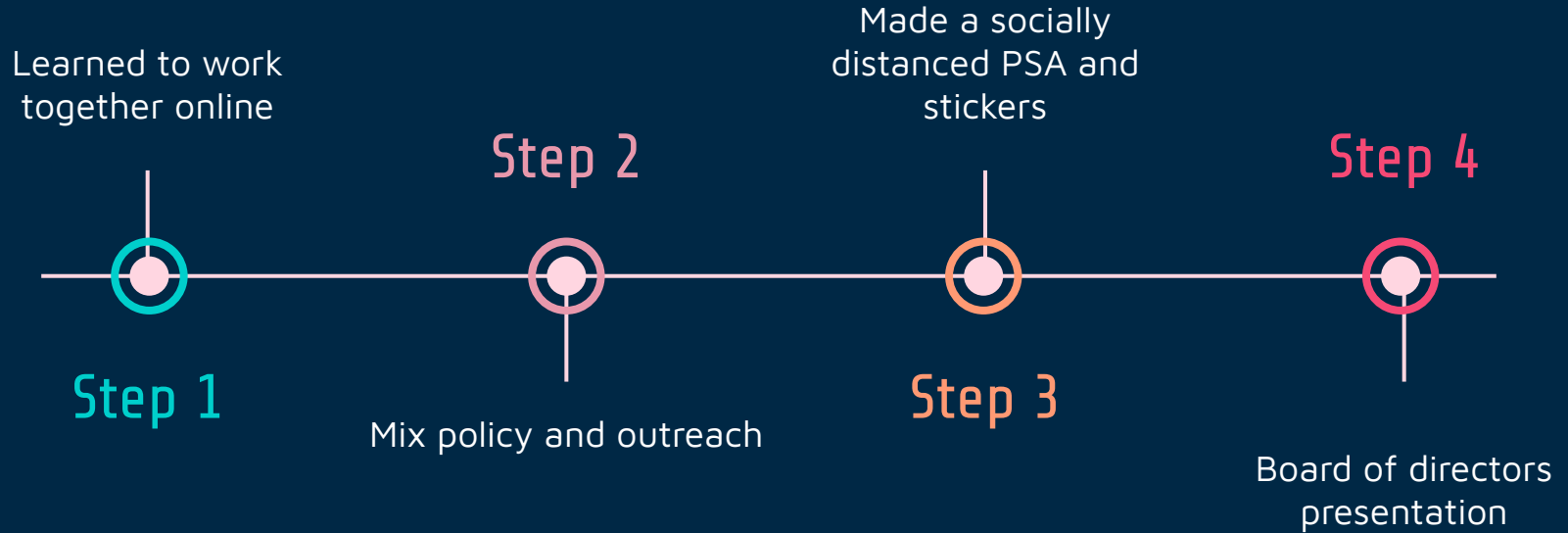


Specific Policy Recommendation

- 14 people
- No link between transit and transmission according to APTA
- Equity issues - where do the most passups happen?

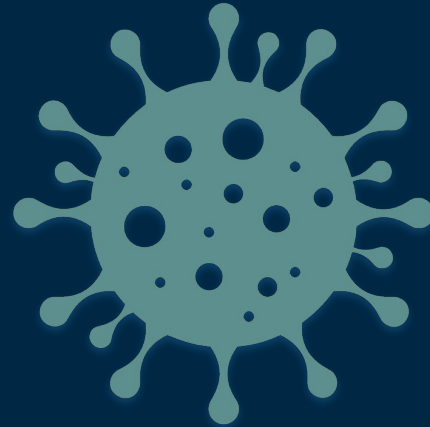


Positives and Progress

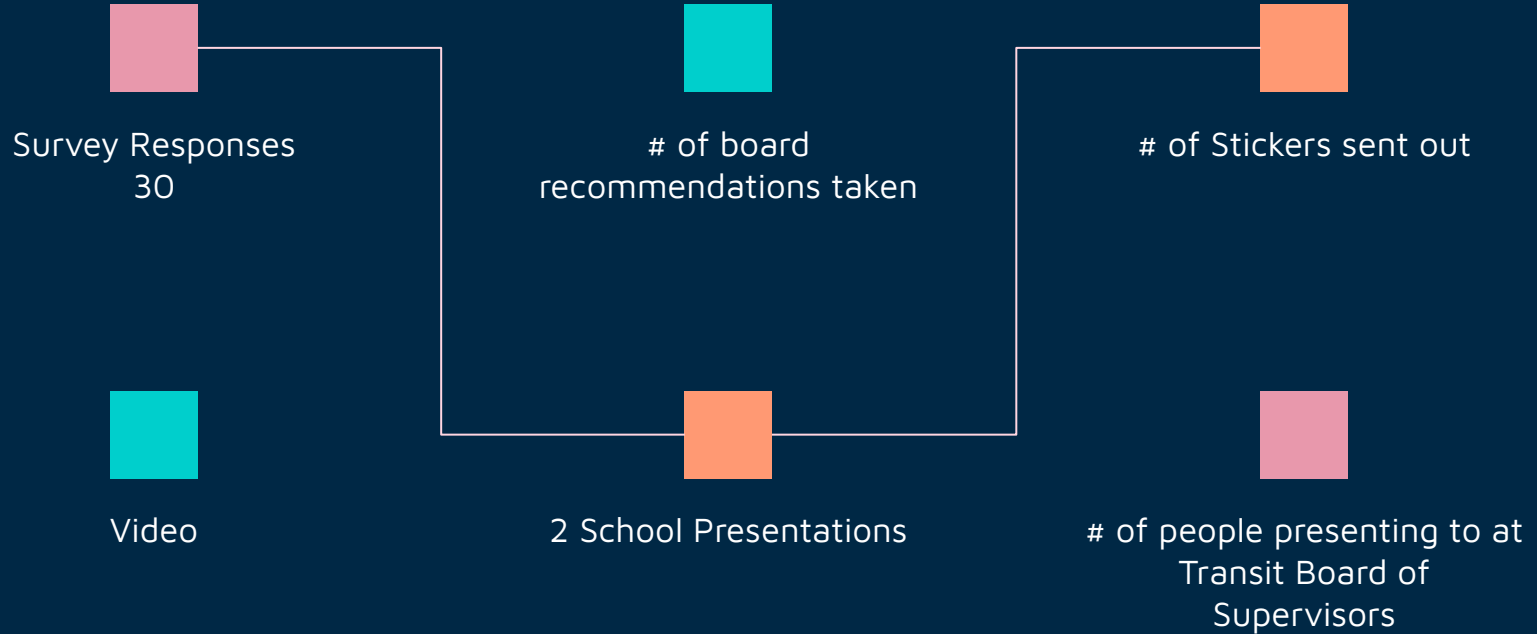


Setbacks & Difficulties

- COVID
 - Zoom
 - Ridership is less
 - Meeting with group
- Started late
- Maximize time in class



Measurable Results



If We Could Start Over

- In the planning stage
- Use time in class better
- Reach out to contacts
- Solid Policy Plan



Future of Project

- Vaccines
- Ridership and stickers
- Bike lanes near the school



THANKS TO:

Mr McClintock
Mr Hartwell
Cody Lowe
Cyane Dandridge
The Marin Transit Board
of Directors

The background is a dark blue gradient. It is decorated with various geometric elements: small squares in teal, pink, and orange, and thin white vertical lines of varying lengths. These elements are scattered across the slide, creating a modern, minimalist aesthetic.

THANK YOU

Are there any questions?

Creative Video

