



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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

Webinar ID: 879 7268 3373

Monday, August 2, 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.**

August 2, 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, August 2, 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

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AGENDA

Monday, August 2, 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: May 2021
4. Consent Calendar
 - a. Minutes for July 12, 2021 Board Meeting
 - b. Award Contract for Riders Guide Printing and Distribution to Consolidated Printers, Inc.
 - c. Ninth Amendment to Agreement with Vivalon for Operation and Maintenance of Marin Access Demand Response services for an Additional Month of Operation
Recommended Action: Approve.
5. Update on US 101 Part-Time Transit Lane Feasibility Study
Recommended Action: Information only.
6. Countywide Fare Promotional and Pilot Programs
Recommended Action: Approve.
7. Supplemental School Service Update for FY 2021-22
Recommended Action: Information only.

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



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san rafael, ca 94901

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marintransit.org

August 2, 2021

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

SUBJECT: General Manager Report – Monthly Report: May 2021

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

Overall systemwide ridership in May 2021 increased by 95.2 percent compared to May 2020 which represents a 49.7 percent decrease from the pre-COVID ridership in May 2019 and 8.5% increase from April 2021.

Ridership on fixed-route services increased by 97.6 percent from prior year which is a 49 percent decline compared to pre-COVID in May 2019. Ridership on Marin Access services increased by 43.1 percent compared to May 2020 which represent a 66.6 percent decline from May 2019. There were no yellow bus services due to school closures throughout the month. May 2021 was the fifteenth month of ridership affected 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



Monthly Customer Feedback Report

May 2021

Month: May 2021								
Category	Program							Total
	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide	
Commendation	1	1	0	0	0	0	0	2
Service Delivery Complaint	17	11	2	2	2	0	1	35
Accessibility	0	0	0	0	0	0	0	0
Driver Conduct Complaint	6	3	0	1	1	0	0	11
Driving Complaint	5	2	0	0	1	0	0	8
Early Trip	0	0	0	1	0	0	0	1
Equipment Issue	0	0	0	0	0	0	0	0
Farebox	0	0	0	0	0	0	0	0
Late Trip	1	1	0	0	0	0	0	2
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	0	0	0	0	0	0	0	0
No-Show	2	1	1	0	0	0	0	4
Off-Route	0	0	0	0	0	0	0	0
Pass-Up Complaint	3	4	1	0	0	0	1	9
Service Structure Complaint	1	1	0	0	0	2	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	1	0	0	0	0	0	2
Scheduling Complaint	0	0	0	0	0	2	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	9,141	3,442	1,369	2562.5	2,452	-	18,967	18,967
Commendations per 1,000 Hours	0.1	0.3	0.0	-	0.0	-	0.0	0.1
Complaints per 1,000 Hours	2.0	3.5	1.5	-	0.8	-	0.1	2.1
Total Passengers	102,325	18,759	6,110	20040	3,750	1,138	152,122	152,122
Commendations per 1,000 Passenger:	0.0	0.1	0.0	-	0.0	0.0	0.0	0.0
Complaints per 1,000 Passengers	0.2	0.6	0.3	-	0.5	1.8	0.0	0.3

Monthly Monitoring Report

07/22/2021

FISCAL YEAR

MONTH

2021

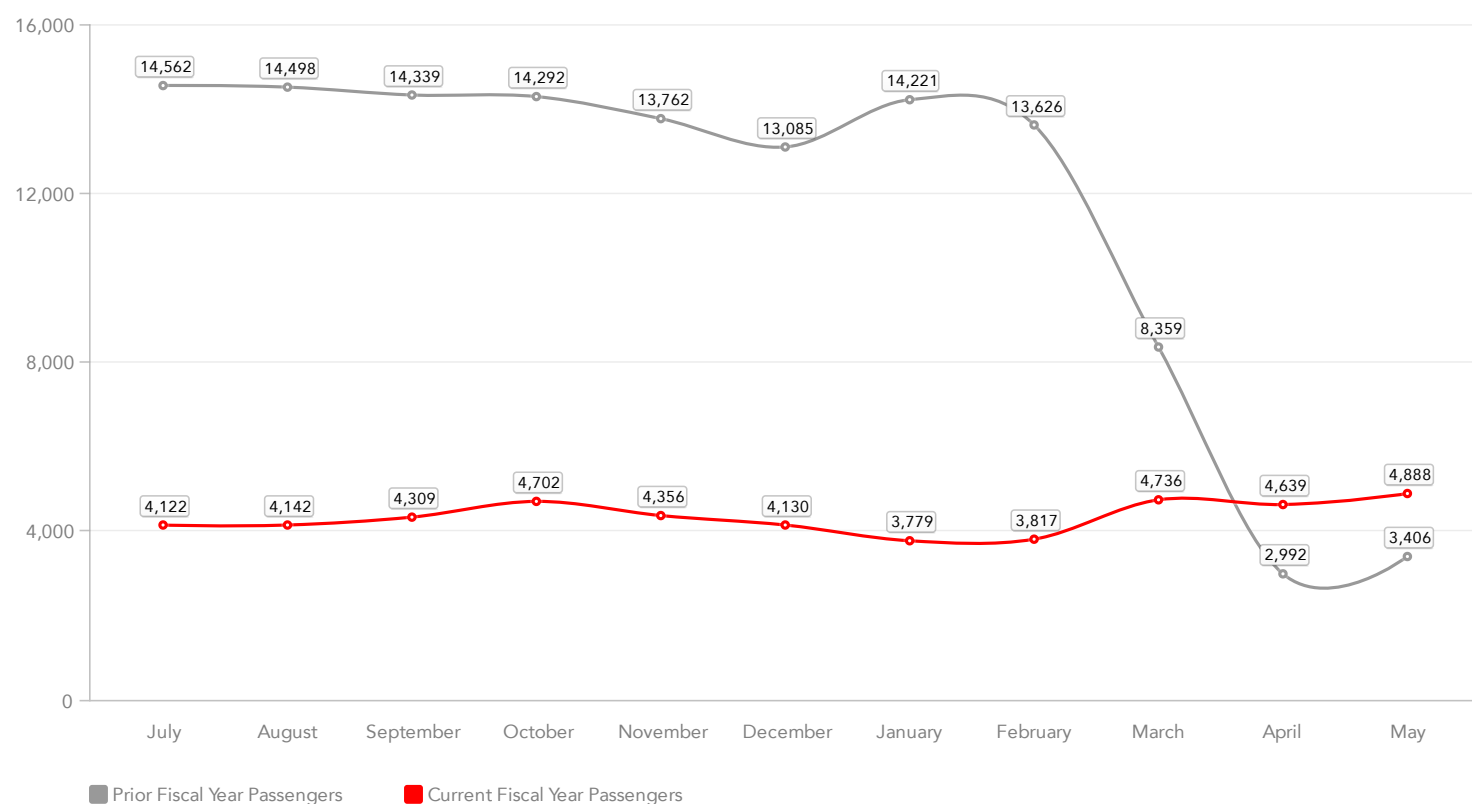
Jul, Aug, Sep, O...

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

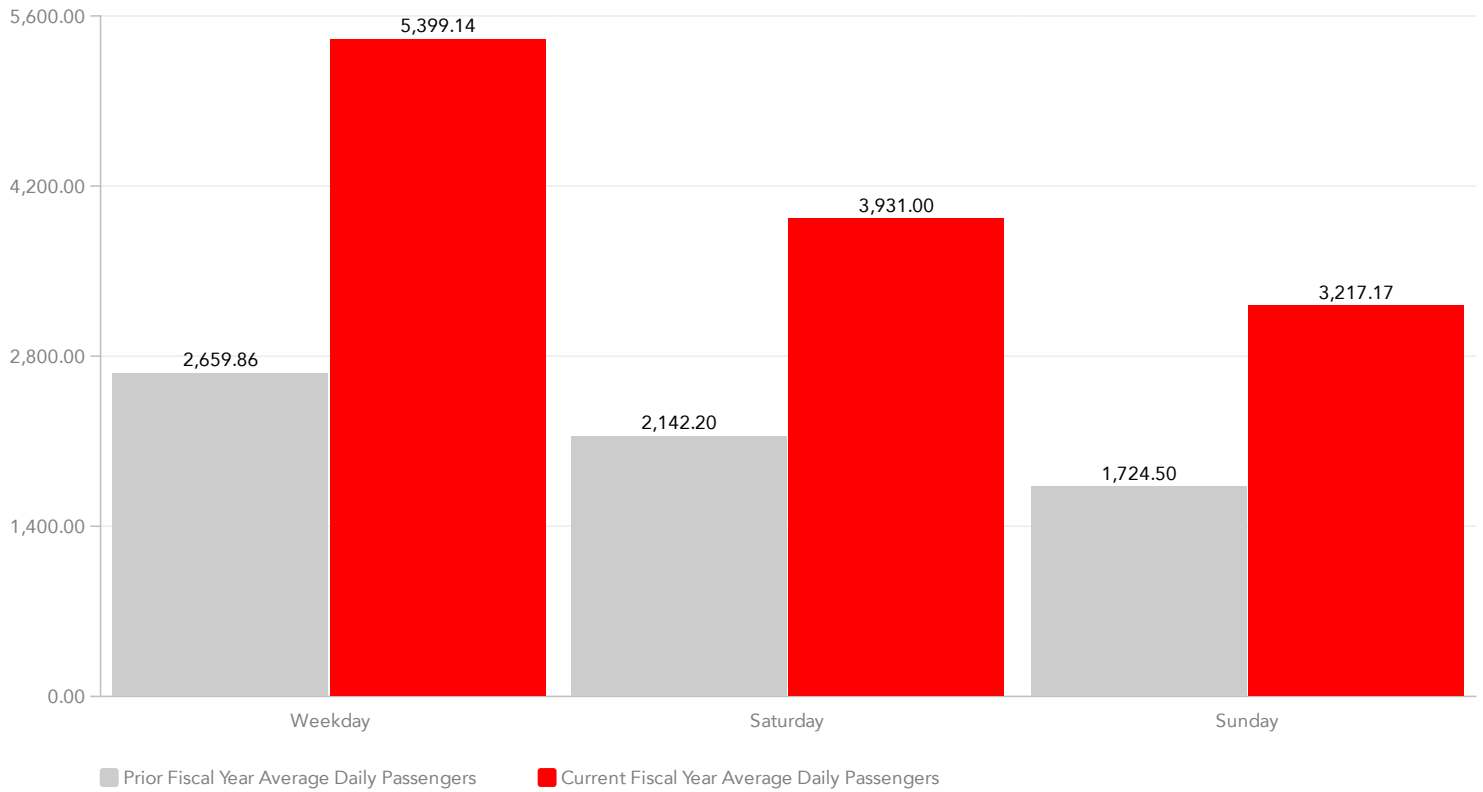


Monthly Comparison

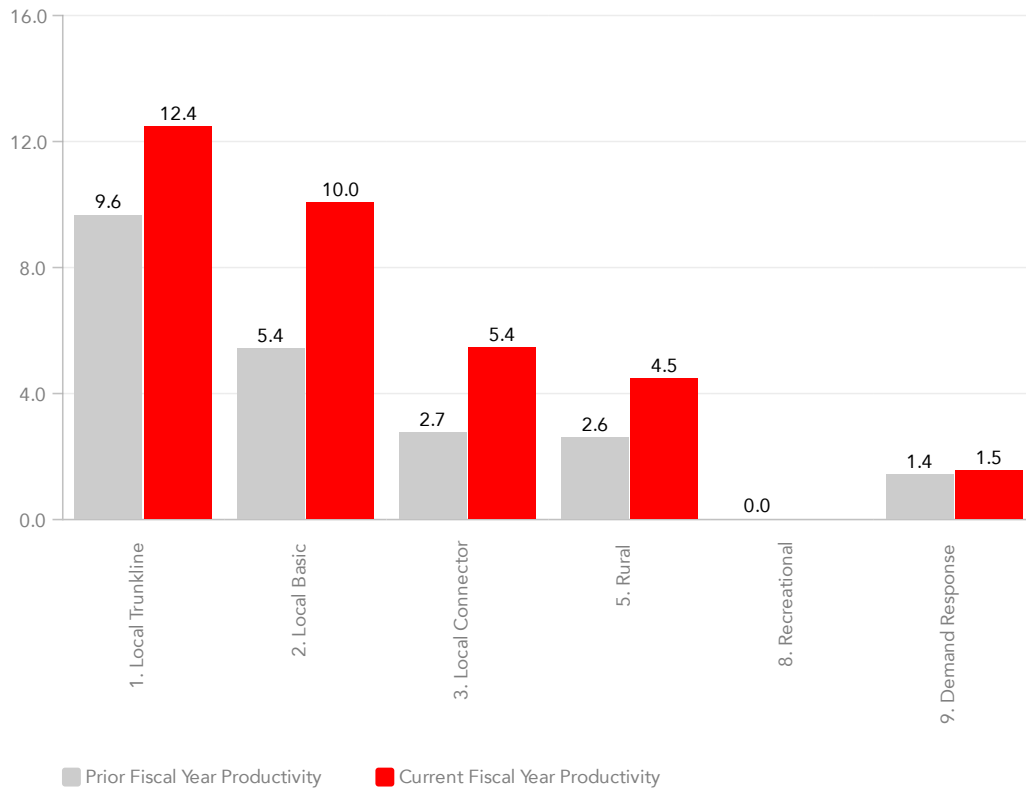
MONTH

May

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

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, July 12, 2021 at 9:30 A.M.

Roll Call

Present: Vice President Arnold, Director Connolly, Director Lucan, Director Rice, Director Rodoni, Director Colbert

Absent: President Colin, Second Vice President Moulton-Peters

Director Colbert was in attendance as a 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.

Vice President Arnold opened the meeting at 9:29 A.M.

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

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

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

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

{Second Vice President Moulton-Peters present at 9:36 AM}

3. [General Manager's Report](#)
 - a. [General Manager's Oral Report](#)
 - b. [Monthly Monitoring Report: April 2021](#)
 - c. [Healthy Transit Plan Monthly Metrics Report](#)

General Manager Nancy Whelan reported on the June 13th service changes. The service changes continue to address the ongoing response to COVID-19 as well as changes in both operating conditions and ridership demand. These changes ensure that current service levels are maintained for local trips in Marin County, especially in areas along the Highway 101 corridor. The District will continue to offer free transit trips to and from vaccination sites for community members with appointments. Physical distancing requirements on transit vehicles were relaxed on June 15.

Ms. Whelan reported on the outcome of the Metropolitan Transportation Commission's (MTC) methodology and recommendations for the distribution of the first round of the American Rescue Plan Act of 2021 (ARP) funding. Marin

Transit will receive \$2.6 million of the \$912 million being distributed in the first round of funding. Staff will continue to work with MTC on the future distribution of the remaining ARP funds.

Director Rice asked if the ARP funding will restore the District's finances. Ms. Whelan answered that almost all operators are financially whole through Fiscal Year 2021 however there is uncertainty for the coming fiscal years.

Lauren Gradia Director of Finance and Capital Programs added that it will take time for ridership and revenues to recover, and there is uncertainty on how expenses will increase going forward in ways not anticipated.

Director Colbert expressed concern over amount of funding allocated to the District and asked what actions can be taken by the Board to appeal the amount distributed. Ms. Whelan responded that the District is focusing on the next tranche of funding and concentrating on the hardship and disparity factors.

Second Vice President Moulton-Peters asked for clarification on the anticipated needs of the District. Ms. Whelan answered that some service contracts are set to expire within the next year and noted that staff are seeing significant changes in pricing structures beyond what was anticipated. This will likely result in changes in terms of operational costs and expenses. The District will discuss these topics at an upcoming Marin Transit Board workshop.

Director Lucan asked about the funding received by the Sonoma County Operators. Ms. Whelan confirmed that many of the Transit Operators in Sonoma County received the minimum amount of funding.

Director Connolly advised focusing on the next tranche of funding and concentrating on the hardship and equity categories, in addition to working with North Bay Operators to find common grounding.

Ms. Whelan reported that the MTC Blue Ribbon Transit Recovery Task Force (Task Force) has worked over the last four months in refining a priority list of items for a consultant to evaluate as priority roles. In April, MTC hired a consultant team led by Via Architecture to conduct an initial evaluation between May and July. They will be evaluating the roles and responsibilities adopted by the Task Force against potential Network Management models and evaluation criteria. Assessment will be completed by the final Task Force meeting on July 26. A business case analysis will commence in the fall to further explore and evaluate Task Force recommendations relative to cost, schedule, and authority to implement.

Overall systemwide ridership in April 2021 increased by 134.6 percent compared to April 2020 which represents a 50.2 percent decrease from the pre-COVID ridership in April 2019 and 4.8 percent increase from March 2021.

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 May 10, 2021 – June 9, 2021. This is the last month of reporting health metrics related to the pandemic.

4. [Consent Calendar](#)

- a. [Minutes for June 7, 2021 Board Meeting](#)
- b. [Fiscal Year 2020/21 Contracting Opportunities and Awards Update](#)
- c. [First Amendment to Agreement with Michael's Transportation Service, Inc. to Provide Pupil Transportation Services](#)

Recommended Action: Approve.

M/s: Director Rice – Director Rodoni

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

Noes: None

Absent: President Colin

Abstain: None

5. [Marin Access Program Update](#)

[Staff Report](#)

Senior Mobility Planner Joanna Huitt provided an overview of the variety of mobility management programs and services for older adults and those with disabilities under the umbrella of Marin Access. Ms. Huitt summarized Marin Access programs and services and provided an update on the current and future efforts related to these offerings.

Residents of Marin County over the age of 65 are eligible for all Marin Access programs, except for ADA paratransit which is based on an individual's disability. This suite of mobility management programs goes above and beyond what is required by the ADA and gives riders many options for travel in Marin.

Director Rice expressed appreciation for the thorough presentation.

Ms. Rice asked if the Marin Access suite of programs were included in the analysis of the first round of the ARP funding. Ms. Whelan confirmed that Marin Access was included in the analysis. Ms. Rice asked about the possibility of sharing Marin Access ridership information with the Office of Emergency Services and Disaster Preparedness. Ms. Huitt responded that staff are conducting outreach to verify Marin Access participant information regularly so

that the data is up to date. Director of Operations and Planning Robert Betts added that Marin Access subscribers receive disaster preparedness and emergency services information and resources in the Marin Access newsletter. The District also coordinates directly with the Office of Emergency Preparedness by providing address information for vulnerable populations registered with Marin Access in West Marin. Ms. Rice expressed support for the addition of ride-hailing services in the Marin Access suite of programs. Ms. Rice asked about the status of the request for proposals for paratransit services. Mr. Betts confirmed that comprehensive proposals have been received that can fulfill the entire scope of services offered by Marin Access.

Director Moulton-Peters expressed appreciation to staff for the continued expansion of the Marin Access suite of programs.

Recommended Action: Information only.

6. [Fare Evaluation Update](#)

[Staff Report](#)

General Manager Nancy Whelan and Planning Manager Aida Banihashemi presented on the fare evaluation efforts and provided an overview of potential scenarios for near term fare assistance pilot programs and promotional fare discounts. The District recently conducted a rider survey on fares to better understand barriers to fare payment and capture rider feedback on current fare policies. Ms. Banihashemi presented a summary of the of the survey results.

Staff are in process of conducting a second survey that is geared towards Social Service Agencies and Community-Based Organizations to provide reduced or free means-based fares that will support the communities the agencies serve. Staff will update this proposal based on the direction of the Board and will come back with recommendations at the August Board meeting.

Director Colbert emphasized the importance of maintaining positive experiences for all transit users and advocated for reduced fares over free fares.

Director Rodoni commented that the pilot program could serve as an introduction for students and others to learn more about the different services offered by the District and advocated for free or reduced fares on services that are easiest to administer and understand in order to facilitate easy access for riders and simple program management for administrators. Mr. Rodoni requested information on the administrative cost-savings of free or reduced fares.

Director Lucan emphasized the importance of keeping pilot programs simple and easy to understand and advocated for promotional free or reduced fare scenarios such as free passes to all students K-12 or free or discounted monthly passes.

Second Vice President Moulton-Peters expressed support for the pilot program to support Community-Based Organizations with free or reduced passes for K-12, seniors, low-income, and disabled riders. Ms. Moulton-Peters emphasized the importance of accessibility and service frequency above fare discounts.

Recommended Action: Information only.

Adjourn Vice President Arnold adjourned the meeting at 11:02 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

August 2, 2021

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

SUBJECT: Award Contract for Riders Guide Printing and Distribution to Consolidated Printers, Inc.

board of directors

Dear Board Members:

kate colin
president
city of san rafael

RECOMMENDATION: Authorize the General Manager to award a contract to Consolidated Printers, Inc. to print and distribute the District's Rider Guide for an initial one-year cost not to exceed \$50,000, with the option to extend the contract for up to four additional one-year terms.

judy arnold
vice president
supervisor district 5

SUMMARY: In June 2016, the District began distributing a Rider Guide that includes schedules and maps for local Marin County bus routes. The Rider Guide is printed quarterly to align with schedule changes and distributed to passengers on the bus, at the Customer Service Center, and at over 200 additional locations throughout the county. The District's current printing contract expired on June 30, 2021.

stephanie moulton-peters
2nd vice president
supervisor district 3

A Request for Quote (RFQ) was posted on the Marin Transit website, procurement portal and sent to several vendors. Vendors were asked to provide pricing over the term of the contract, including option years, for varying quantities.

damon connolly
director
supervisor district 1

Quotes were due on April 30, 2021, and four quotes were received from the following firms:

eric lucan
director
city of novato

- Acutrack, Inc.
- Consolidated Printers, Inc.
- MITTERA-Wisconsin Group
- The Dot Direct

katie rice
director
supervisor district 2

dennis rodoni
director
supervisor district 4

Staff evaluated each proposal and completed an initial scoring based on the criteria identified in the RFQ. Based on the pricing, proposed production schedule and logistics efficiency, staff recommends that the contract be awarded to Consolidated Printers, Inc. Consolidated Printers specializes in the production of information products for the transit industry and offered the lowest prices for printing of all requested quantities and specifications.

brian colbert
alternate
town of san anselmo

FISCAL/STAFFING IMPACT: The total cost of the one-year agreement will not exceed \$50,000. This agreement will be funded from District's local and rural transit marketing budgets and is within the District's approved budget for FY 2021/22.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Aida Banihashemi'.

Aida Banihashemi
Manager of Planning and Marketing

Attachment

**MARIN COUNTY TRANSIT DISTRICT
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this day 2nd of August 2021 by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Consolidated Printers, Inc. hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following services: printing and distribution of the District's Rider Guide; and

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

NOW, THEREFORE, for and in consideration of the agreement 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 **\$50,000** for the initial one year term and **\$50,000** for each of the four option years if awarded.

5. TIME OF AGREEMENT:

This Agreement shall commence on the date of execution, and shall terminate on September 30, 2022. The parties may consider up to four additional one year extensions. The parties may consider exercising one or multiple years of the option year extensions beyond the initial one year term. 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 contract.

Contract Log Bonfire # 1030**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

Contract Log Bonfire # 1030

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:

Contract Log Bonfire # 1030

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.**

Contract Log Bonfire # 1030

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: Aida Banihashemi

Dept./Location: Marin County Transit District

711 Grand Avenue, Suite 110

Contract Log Bonfire # 1030

San Rafael, CA 94901

Telephone No.: 415-226-0878

Notices shall be given to Contractor at the following address:

Contractor: Consolidated Printers, Inc

Larry Hawkins

Address: 2630 Eighth St

Berkeley, CA 94710

Telephone No.: 510-541-0140

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.**CONTRACTOR**

By: _____

Name: _____

Title: _____

APPROVED BY**MARIN COUNTY TRANSIT DISTRICT:**

By: _____

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)**County Counsel:** _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF WORK

Marin Transit prints and distributes a Rider Guide that includes schedules and maps of the District's bus routes. The Rider Guides printing is expected to occur two to four times per year that will be determined based on the need prior to each print cycle.

The total quantity for each printing cycle may vary from 10,000 to 30,000 depending upon number of cycles per year. A proof must be approved by the District prior to the press run. A hard-copy color proof will be required for each printing cycle unless specified otherwise by the District.

Either digital or hard-copy proofs may be provided for subsequent printing requests, unless specified by the District.

Guides are to be printed, packaged in boxes, and delivered to 200-250 community partners and contractors in Marin County. A distribution list of community partner and contractor locations and associated quantities will be provided at each press cycle.

Deliveries must be received a maximum of fifteen (15) business days after the date of the District's submission of artwork.

TECHNICAL SPECIFICATIONS

Trim size: 16" x 8.5"

Folded and Saddle-stitched to 8" x 8.5" booklet, then folded in half to 4" x 8.5" brochure.

Outer section of booklet:

12-page booklet

Colors: 4/4 CMYK, full bleed

70# gloss text (or approved equivalent)

Inner section of booklet:

32-page booklet

Colors: 4/4 CMYK, full bleed

40# Opaque (or approved equivalent)

Prior to the first printing request, printer should provide folded and saddle-stitched mockups on recommended papers.

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

The maximum to cost to the District is \$50,000 including direct non-salary expenses. Pricing provided in the table below is **per order** and includes all applicable materials, taxes, delivery, overhead, profit, labor, insurance, and all other costs that may be incurred by the Contractor. All orders must be authorized in writing by the District. Contractor shall submit request for payment via invoice net 30 days following provision of services. Pricing for quantities within the ranges provided will adhere to the per piece cost estimates provided.

Maximum turnaround time from receipt of final artwork to completion of delivery: fifteen (15) business days. Contractor's ability to meet delivery schedule will be a determining factor in the decision to award contract option years.

40-Pages Rider Guide Printing							
Print Cycles per Year	4 cycles/year		2 cycles/year			Reprint	
Prints per Order	15,000	20,000	20,000	30,000	50,000	5,000	10,000
Total Annual Prints	60,000	80,000	40,000	60,000	100,000	N/A	N/A
Printing Cost per Order	\$7,146	\$8,128	\$8,128	\$10,105	\$14,345	\$4,554	\$5,601

If the parties consider an additional one-year extension beyond the term of this agreement, a maximum of 6% increase to the above fees will be applied for the pricing of the additional year.

Corrections and revisions:

First round corrections included in base price per run. Corrections must be made at time of or prior to first proof. Second proof supplied for final sign-off prior to production. Additional production time required contingent upon time utilized in proofing process.

Quality Assurance:

Contractor shall maintain quality assurance for printing and material quality, processing, assembly, packaging and shipping in accordance with its usual policies and practices, and pursuant to any additional requirements set forth in this agreement. Any additional costs incurred to the District due to failure in quality assurance, shall be the responsibility of the Contractor.

Contract Log Bonfire # 1030**DISTRIBUTION PRICING**

Pricing provided in the table below includes all applicable materials, shipping, labeling, handling, packaging, and all other costs that may be incurred by the Contractor for distribution. The USPS postage cost will be calculated for each print cycle based on actual distribution list and is not included in below table.

Rider Guide Distribution					
Prints per Order	15,000	20,000	20,000	30,000	50,000
Distribution Cost per Order	\$684	\$826	\$1,040	\$1,418	\$684

EXHIBIT "C"**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: _____

EXHIBIT "D"

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B)**

- A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. The Proposer shall provide immediate written notice to MARIN TRANSIT if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact MARIN TRANSIT for assistance in obtaining a copy of those regulations.
 4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 5. The Proposer further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
 6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
 7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all

Contract Log Bonfire # 1030

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date:_____

Name of Proposer:_____

Signature:_____

Print Name/Title:_____



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

August 2, 2021

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

SUBJECT: Ninth Amendment to Agreement with Vivalon for Operation and Maintenance of Marin Access Demand Response services for an Additional Month of Operation not to exceed \$396,872.

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: Authorize General Manager to execute an amendment (#1031) to the contract with Vivalon to amend the Operations & Maintenance contract to extend the term an additional month through January 31, 2022.

SUMMARY: Staff requests that your Board authorize the General Manager to execute the ninth amendment to the contract (#151629) between Marin Transit and Vivalon, to extend the term through January 31, 2022.

In January of 2021, your Board approved staff's recommendation to issue a letter to Vivalon to exercise the second and final option year of their agreement on a month-to-month basis, from July 1, 2021 thru December 31, 2021. This decision was made alongside an amendment to change the rate schedule and explore efficiency and cost savings strategies following COVID 19 impacts on demand and ridership.

Staff released a request for proposals (RFP) on March 3, 2021 to manage and operate all programs and services under the Marin Access suite of offerings. The timeline of the RFP included a recommendation for contract award at your August 2, 2021 Board of Directors meeting and a contract start date of January 1, 2022. Due to a number of factors related to the evaluation process and acquisition of the new maintenance facility to support the contract, staff is now planning to present the contract award recommendation at your September 13, 2021 meeting and start the new contract on February 1, 2022.

This contract amendment will allow for an additional month of Marin Access services based on the budgeted service levels at the contract rates for Local Paratransit, Regional Paratransit, Connect and Dial-A-Ride services. The amendment also updates the required Federal Transit Administration (FTA) required clauses to include additional language required by the FTA's master agreement.

FISCAL/STAFFING IMPACT: This amendment will increase the maximum costs to the District by \$396,872 to a not to exceed amount of \$2,778,101 for the seven months in FY2021/22. The cost for this contract is included in the FY2021/22 Marin Access budget and the Rural Service budget.

Contract Maximum for FY2021/22

	Rate	Months or Hours	Cost
Local Paratransit Fixed Fee	\$ 135,798	7 months	\$ 950,586
Regional Paratransit Fixed	\$ 36,995	7 months	\$ 258,965
Local Paratransit Variable	\$ 49.65	23,742 hours	\$1,178,774
Novato Dial A Ride Variable	\$ 49.65	3,570 hours	\$ 177,251
Rural Dial A Ride Variable	\$ 49.65	1,517 hours	\$75,303
Connect Variable	\$ 49.65	233 hours	\$ 11,585
Regional Paratransit Variable	\$ 49.65	2,567 hours	\$ 125,638
			\$2,778,101

Respectfully submitted,



Robert Betts
Director of Operation & Planning

Attachment: 1031 – Ninth Amendment to the Vivalon Operations and Maintenance Contract

1031

**NINTH AMENDMENT TO AGREEMENT
BY AND BETWEEN THE
MARIN COUNTY TRANSIT DISTRICT AND MARIN SENIOR COORDINATING COUNCIL
DATED DECEMBER 28, 2015**

THIS AMENDMENT is made and entered into this ____ day of _____ by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and Marin Senior Coordinating Council (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the District and the Contractor entered into an Agreement on December 28, 2015 ("Agreement"); and

WHEREAS, the terms of the Agreement (#151629) require operations and maintenance of Marin Access intercounty and intracounty paratransit services; and

WHEREAS, the parties amended the Agreement to increase compensation to drivers and other staff in Amendment One (#171829); and

WHEREAS, the parties amended the Agreement to increase the total maximum cost to the District to include the Marin Transit Connect pilot project start-up cost, to define the Transit Connect service hours for which the District will compensate the Contractor, and to further clarify the requirements of drivers and dispatchers as it relates to the pilot project in Amendment Two (#181911); and

WHEREAS, the parties amended the Agreement to retain a qualified workforce during the COVID-19 public health emergency and to continue to pay workers who would otherwise experience a reduction in paid hours in Amendment Three (#192063); and

WHEREAS, the parties exercised the first option year and extended the term of the agreement to June 30, 2021 and updated specific terms of the agreement to clarify terms in Amendment Four (#192065); and

WHEREAS, due to the continued COVID-19 public health emergency and to continue to retain a qualified workforce and reimburse Contractor for additional associated cleaning costs, the parties extended certain terms of Amendment Three in Amendment Five (#202105); and

WHEREAS, the Sixth Amendment (#202151) to the Agreement modified contract compensation to reflect the variable nature of ridership during the COVID-19 pandemic; and

WHEREAS, the Seventh Amendment (#202165) to the Agreement amended Section 401 Compensation to Contractor to allow additional COVID-19 related services and expenses to be eligible for reimbursement; and

WHEREAS, the Eight Amendment (#1005) to the Agreement exercised the second option year on a month-to-month basis to no later than December 31, 2021; and

WHEREAS, the parties wish extend the term of the agreement one additional month to no later than January 31, 2022; and

WHEREAS, the parties wish to increase the maximum cost to the District by \$396,871 to allow for the additional month of service; and

WHEREAS, the parties wish to amend and replace Attachment N to include the full Federal Transit Administration Required Clauses.

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 and any prior amendments to the Agreement shall remain in full force and effect.
- 2) Section C. Contract Term is amended to read:

The original term of this Contract was for four and one-half (4 ½) years (the Base Contract Term) beginning on the Commencement Date with two (2) one(1) years options for a total possible Contract term of six and one-half (6 ½) years. The Contract Term will commence on January 1, 2016 (the Commencement Date). One option year was awarded and extended the contract term to June 30, 2021. The second option year is awarded on a month-to-month basis and the contract term is extended to no later than January 31, 2022.

- 3) SEC. 401 COMPENSATION TO CONTRACTOR is amended to add the following:

H. Maximum Cost to District. In no event will the cost to District for the services to be provided herein for FY2021/22 exceed the maximum sum of \$2,778,101 including direct non-salary expenses. In no event will the cost to District for the services to be provided herein exceed the contract maximum sum of \$ 30,439,627 including direct non-salary expenses. 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.

- 4) ATTACHMENT N , Federal Transit Administration Required Clauses is replaced in its entirety with the attached Attachment N, Federal Transit Administration Required Clauses.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first written above.

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By_____



ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

1. Access to Records and Reports

The following access to records requirements apply to this Contract:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that Marin Transit and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

4. Civil Rights Laws and Regulations

Marin Transit is an Equal Opportunity Employer. As such, Marin Transit agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Marin

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

Transit agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

5. Disadvantaged Business Enterprise (DBE)

- a) 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 6 %. A separate contract goal has not been established for this procurement.
- b) 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)).
- c) The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d) 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 may not hold retainage from its subcontractors.
- e) 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. Employee Protections

Contract Work Hours and Safety Standards for Awards Not Involving Construction- The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

7. Energy Conservation Requirements

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. 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 Marin Transit 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.

9. Fly America Requirements for Air Transportation

Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that Marin Transit and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

10. Government-Wide Debarment and Suspension

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, 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 by Marin Transit 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

11. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Marin Transit's requests which would cause Marin Transit to be in violation of the FTA terms and conditions.

12. Lobbying Restrictions

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

13. No Government Obligation to Third Parties

The Marin Transit 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 Marin Transit, 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 the FT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14. Program Fraud and False or Fraudulent Statements and Related Acts

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.

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

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.

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.

15. Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

16. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

17. Safe Operation of Motor Vehicles

Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Marin Transit.

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

18. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c. Any other Federal School Bus regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:
 - i. Bar the Contractor from receiving Federal assistance for public transportation; or
 - ii. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

19. Substance Abuse Requirements

Substance Abuse Testing. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or Marin Transit, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to General Manager, Marin Transit, 711 Grand Avenue, Ste. 101, San Rafael, CA 94901. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20. Termination

Termination for Convenience (General Provision). 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

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

Contractor shall promptly submit its termination claim to Marin Transit to be paid 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.

Termination for Default [Breach or Cause] (General Provision). 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.

Opportunity to Cure (General Provision). Marin Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) 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 thirty (30) 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.

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.

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.

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

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

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, 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.

21. Violation and Breach of Contract

Rights and Remedies of Marin Transit. Marin Transit shall have the following rights in the event that Marin Transit deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

For purposes of this Contract, Marin Transit shall define breach in the Contract terms.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Marin Transit, the Contractor expressly agrees that no default, act or omission of Marin Transit shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Marin Transit directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Marin Transit will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Marin Transit takes action contemplated herein, Marin Transit will provide the Contractor with sixty (60) days written notice that Marin

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

Transit considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. Example 1: Disputes arising in the performance of this Contract that 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 [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.

Example 2: Marin Transit and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Marin Transit and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Marin Transit's direction or decisions made thereof.

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 its employees, agents or others for whose acts it 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.

ATTACHMENT N - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

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 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.

22. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify Marin Transit (Recipient). The Contractor must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.



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marintransit.org

August 2, 2021

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

SUBJECT: Update on US 101 Part-Time Transit Lane Feasibility Study

board of directors

Dear Board Members:

RECOMMENDATION: Information Only

kate colin
president
city of san rafael

SUMMARY: In June 2019, the Transportation Authority of Marin (TAM) entered into agreements with Caltrans to accept a planning grant to conduct the Marin County US 101 Part-Time Transit Lane Feasibility Study.

judy arnold
vice president
supervisor district 5

Part-Time Transit Lanes, also known as bus-on-shoulder, is a concept that has been successfully implemented in various parts of the US, as well as piloted in California. During peak hours, public transit buses are allowed to operate on the shoulder of the highways to bypass areas of traffic congestion. Due to the part time operation and use allowed specifically for transit vehicles, Caltrans refers to bus-on-shoulder operations as part time transit lanes. This operational exception can significantly improve travel times for transit, improve transit reliability and make transit a more attractive travel option.

stephanie moulton-peters
2nd vice president
supervisor district 3

damon connolly
director
supervisor district 1

In April 2020, the TAM Board approved a contract with Kimley-Horn to prepare the Marin County US 101 Part-Time Transit Lane Feasibility Study. This study assesses the feasibility of this approach on US 101 in Northern Marin County. Study area limits are approximately between Mission Avenue in San Rafael and San Marin Avenue in Novato.

eric lucan
director
city of novato

katie rice
director
supervisor district 2

Since contract award, TAM staff has formed a technical advisory committee (TAC) comprised of staff from local transit operators, local jurisdictions, Caltrans District 4 and headquarters, Metropolitan Transportation Commission (MTC), and California Highway Patrol (CHP), to help guide the development of the Feasibility Study. This TAC has supported the development and review of the Feasibility Study. Robert Betts, Director of Planning and Operations, represents Marin Transit on the TAC. The Feasibility Study assesses the existing conditions in the corridor, and the development of a concept design and operational plan, as well as the capital costs and benefits associated with the concept.

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

The Feasibility Study also assesses how Part-Time Transit Lanes would interact and relate to other capital investments underway and planned for the corridor.

TAM and their consultant team will present the findings of the draft Feasibility Study, outline the steps for finalizing the Study and provide an opportunity for your Board to provide comments and feedback on the Study.

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

Respectfully submitted,



Aida Banihashemi
Manager of Planning and Marketing

Attachment

US 101 Part-time Transit Lane Feasibility Study

Marin Transit Board of Directors

August 2, 2021

Kimley»Horn

Item 5

Project Objectives

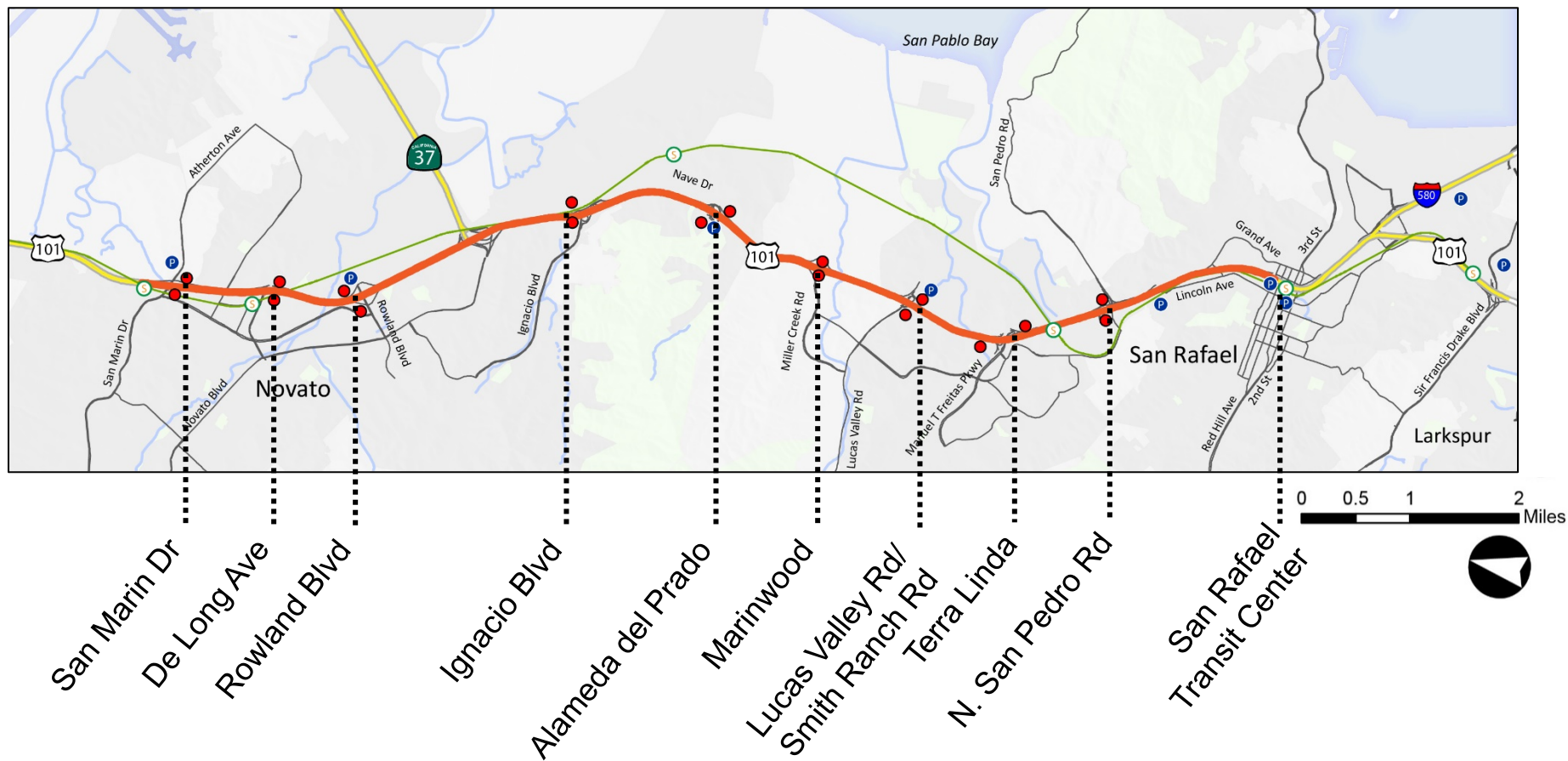
- Reduce transit travel times
- Improve transit competitiveness with automobiles
- Equitably serve low-income communities
- Reduce transit operation costs in the corridor
- Increase corridor person throughput and decrease VMT
- Determine cost effectiveness in terms of transit travel time benefits achieved, transit ridership and capital costs
- Maintain or improve CHP's enforcement ability on US 101
- Maintain or improve safe operations in the corridor



Study Purpose

- Assess the feasibility of part-time transit lanes (PTTL) on US-101 in northern Marin County
 - Determine geometric suitability
 - Develop concept plans and evaluate travel benefits
 - Determine next steps for implementation
 - Assess relationship to other ongoing US-101 projects
 - Educate the public about PTTL and receive input
 - Coordinate with CHP, Caltrans, Golden Gate Transit, Marin Transit, MTC, County of Marin, and cities of Novato and San Rafael to help procure a successful project

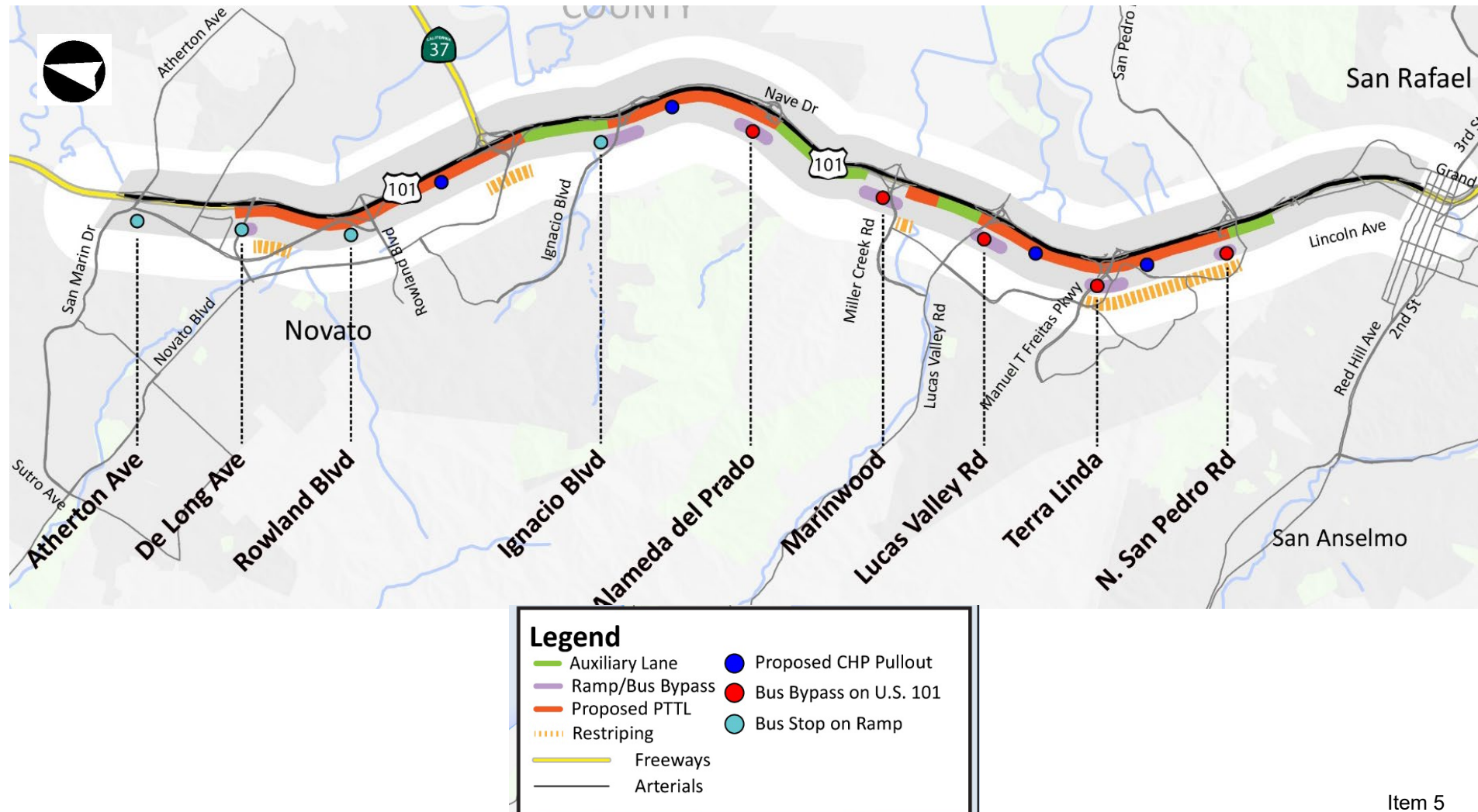
Study Area



Existing Congestion

- Southbound Direction
 - Average AM delay of over 16 minutes
 - Minimal recurring PM delay
 - Congestion extends from roughly North San Pedro Road to De Long Avenue
- Northbound Direction
 - Minimal recurring AM delay
 - Average PM delay of up to 3 minutes, but generally not recurring

Concept Summary



Operational Scenarios

- Speeds drop below 35 mph
 - Typical in AM peak period
- Buses can go up to 15 mph above traffic, not to exceed 35 mph
- Buses yield to any enforcement, construction, maintenance, incidents, or weather occupying or affecting shoulder
- Express buses may benefit during peak of the peak by using PTTL instead of congested HOV

Capital Improvements Summary

- Limited shoulder widening in some segments through restriping or limited widening within ROW
- Static signage and markings
- CHP Enforcement Areas
- Drop inlet grate modifications
- Re-paving
- *Does not modify in-line station locations or access*
- Total cost of improvements (2021\$): \$6 - \$7M



Array of Benefits

- Environment
 - VMT and GHG reductions can serve as mitigation to climate change impacts
- Transit Operations
 - Opportunity to make schedules more efficient and for operator to provide more service for the same cost
 - Regional bus services may also benefit by using PTTL during peak of the peak
- Users
 - Improved reliability
 - Local bus making all stops becomes competitive with auto
- Opportunity to serve as a key component of post-COVID transit recovery strategies
 - Consistent with MTC Blue Ribbon Task Force identification of transit priority treatments to spur transit recovery

Equity Benefits

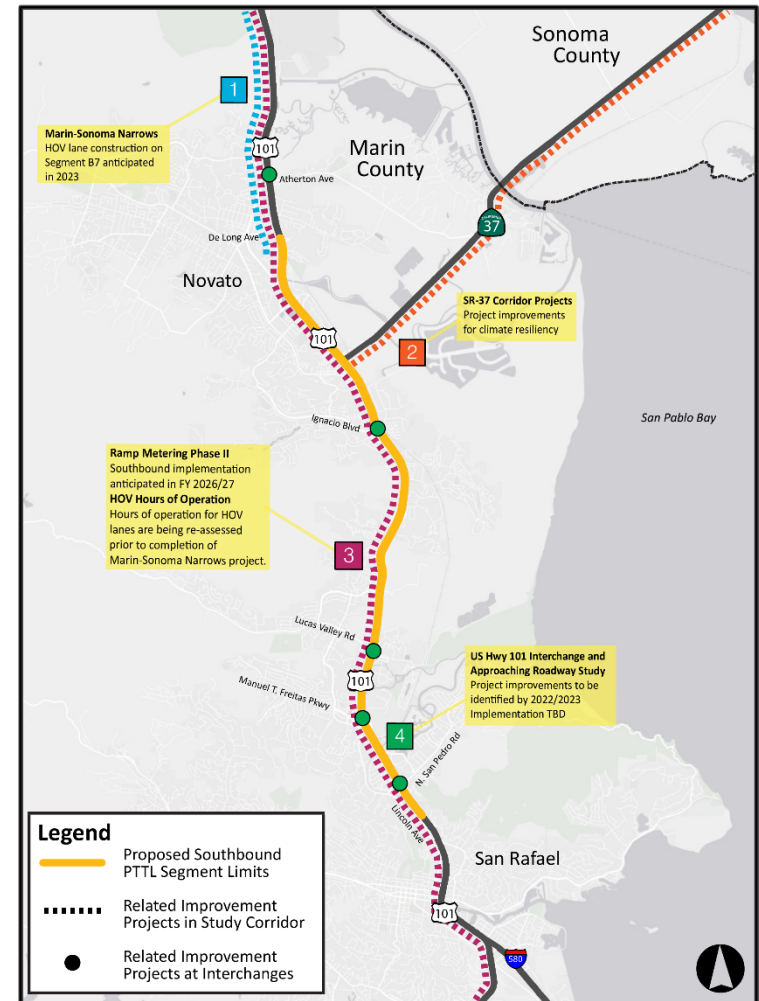
- PTTL have the potential to provide greater proportional benefits to services with a higher propensity of use by historically disadvantaged communities

Characteristic	Internal to Marin (MT 35, 49, 71X, 245)	Marin – San Francisco (GGT 38, 54, 54C, 56X, 58, 70)	Sonoma – SF, via Marin (GGT 72X, 74, 76, 101, 101X)	Marin County General Population
Minority %	80%	32%	31%	29%
Household Income <\$50K	46%	19%	22%	20%
Language other than English spoken at home	45%	9%	15%	23%
Daily average travel time savings for routes (minutes)	68.9	38.1	19.4	-

Source: MTC On-board surveys, 2017-2018; U.S. Census Factfinder, 2019

Coordination with Planned Improvements

- Key projects happening in the study area
 - Marin-Sonoma Narrows
 - HOV Hours of Operations
 - Ramp Metering Phases I and II
 - Highway 101 Interchange and Approaching Roadway Study
 - SR-37 Corridor Projects



Subsequent Phase Efforts

- Identify grant programs and other funding sources
- Implementation process and approach driven by feedback received from stakeholder agencies
 - Prepare detailed safety analysis and performance monitoring plan
- Determine Caltrans and environmental clearance process (may be able to leverage SB288), advance design, and refine capital cost estimates
- Develop Concept of Operations and refine operating costs
- Monitor San Diego I-805 implementation to stay abreast of lessons learned

Legal/Statute Coordination

- California Vehicle Code does not allow for enforcement of PTTL for public transit buses only
- Monitor active legislation
 - Assembly Bill (No. 476) is at the California Legislature and may be considered next year
 - Would establish a statewide pilot program for PTTL implementations
- Align with future Caltrans design guidance on PTTL

Q&A



marintransit

August 2, 2021

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

SUBJECT: Countywide Fare Promotional and Pilot Programs

Dear Board Members:

RECOMMENDATION: Authorize staff to develop and implement Countywide fare promotional and pilot programs to offer near-term fare assistance to low-income families, students, and seniors.

SUMMARY: Marin Transit evaluated changes to its fares and fare policies in its 2018 Short Range Transit Plan. Over the past two years, several changes have been made to the fares and fare assistance programs to simplify fare structure, maximize social equity and improve the rider experience.

Marin Transit offers a variety of discounted fare options and fare assistance programs that offer discounts to Fixed Route and Demand Response riders of all categories including Adults, Seniors, Persons with disabilities and Youth.

Over the past few months, staff has conducted further analysis to assess riders' ability to pay fares and explore potential scenarios to expand fare assistance program and discounted fares. This effort included evaluation of current fare policy and impacts of the recent fare changes and research existing literature on free fares including peer agency experiences. Staff also conducted a rider survey on fares in June 2021 and conducted interviews with partner community-based organizations (CBO) to better understand barriers to fare payment and capture rider and stakeholder feedback on current fare policies.

At your July 2021 Board meeting, staff presented a series of potential scenarios for near term fare assistance pilot programs and promotional fare discounts. These scenarios comprised 6–12-month pilot programs and promotional activities that would be temporary and not result in a formal fare policy change and associated Title VI equity analysis.

Based on your board direction, the initial findings of the rider survey, and discussions with CBOs, staff narrowed the proposed pilot and promotional fare discount options to focus on low income, students and older adults. As part of this effort, staff conducted a second round of discussions with select partner community-based organizations (CBO) to get firsthand input on the proposed course of actions. Those discussions also addressed opportunities for further collaboration for increased reach to the communities, additional involvement in pilot

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director
supervisor district 4

brian colbert
alternate
town of san anselmo

programs and further collaboration to raise awareness on existing fare discounts.

Staff recommends that your Board authorize Marin Transit staff to develop and implement the following near-term actions:

- 1) Conduct a focused marketing and education campaign to raise awareness of the District's multi-faceted discounted fare options that makes transit more affordable to those who need it. This effort would entail partnering with CBOs and our local and regional partners to:
 - Increase reach to the community
 - Establish dedicated ambassador programs that are financially supported by the District.
 - Identify opportunities to increase access to fare products via those entities
- 2) Offer free transit passes to the families of low-income students who qualify for free and reduced lunch program. This offering would provide free transit access to low-income riders in the form of three free one-month passes to eligible families in October 2021.
- 3) Offer free rides on local fixed route service countywide for Seniors (age 65 or older) and persons with disabilities, as a 6-month pilot from October 2021 through March 2022. Demand response services (paratransit, Catch-A-Ride, Dial-A-Ride, and Connect) will be exempt from the free fare offerings.
- 4) Offer free Summer Pass for students for approximately 9 weeks in the summer of 2022. The passes (a valid student identification or proof of age) will only be valid on local Marin Transit buses and cannot be used on Golden Gate Transit (GGT) commuter routes or GGT basic, all-day regional routes.

A summary of attributes for each option is listed in the table below.

FARE ASSISTANCE PROGRAMS	DURATION	PROGRAM GOAL	ADMIN & DISTRIBUTION	ACCESS TO DATA
Free Monthly Passes for families of low-income students	One-time offer of 3 free monthly passes in Oct 2021	Post Pandemic Relief, Promote Return to Transit and Monthly Pass Usage	Applicants can opt-in through the Youth Pass application process. Passes will be mailed to eligible riders.	Usage will be tracked via Pass serial numbers
Free Fare for Senior/ADA	6-month Pilot Oct 2021-Mar 2022	Post Pandemic Relief, Promote Return to Transit	Proof of age or disability	Usage will be tracked via driver keys at boarding
Free Youth Summer Pass	Promotional Summer 2022	Promote Transit usage during low-ridership season	Proof of age or student ID	Usage will be tracked via driver keys at boarding

If approved by your Board, Marin Transit staff will develop a detailed strategy and timeline to implement the proposed programs and will work closely with community and agency partners to cross-promote transit services during the promotional periods.

Staff will evaluate the proposed pilot programs to determine if any of them should be considered for permanent adoption. Several key factors will be considered for evaluation of the proposed fare assistance pilot and promotional programs. Those include:

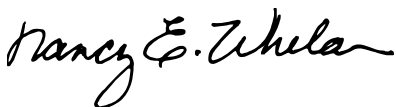
- Financial impact and sustainability, including administrative costs or cost savings
- Level of impact on targeted population
- Impact on quality and operation of current services
- Ability for oversight and monitoring
- Required level of effort for implementation and operation

Staff will monitor performance of these programs and conduct a thorough evaluation of the impact. Staff will return to your Board with conclusions and recommendations for the programs.

FISCAL/STAFFING IMPACT: Staff estimates that the proposed fare assistance programs will cost the District \$413,000. This amount includes the anticipated loss in projected fare revenue and administrative support. The anticipated loss in fare revenue for Free Youth Summer Pass and Free Ride for Seniors is based on projected return of ridership at 80% of Pre-COVID. The calculation for Free Monthly Passes for family of low-income students accounts for up to 3 free Adult Monthly Passes per household and a 50% opt-in. The table below shows the estimated cost for each element of the proposed fare assistance programs.

FARE PROMOTIONS	FINANCIAL IMPACT
Fare Revenue loss	\$390,000
Free Monthly Pass for families of low-income students	\$250,000
Free Fare for Senior/ADA (6 months)	\$104,000
Free Youth Summer Pass (approximately 9 weeks)	\$36,000
Marketing and education campaign	\$23,000
Staff Time	\$12,000
Marketing and Direct Costs	\$11,000
TOTAL	\$413,000

Respectfully submitted,



Nancy Whelan
General Manager



Aida Banihashemi
Manager of Planning and Marketing

Attachment



Fare Evaluation

Marin Transit Board of Directors

August 2, 2021

March

Board
Workshop on
ridership and
revenue
assumptions

July

- Initial findings of the rider survey, stakeholder input and peer agency experiences.
- Identified potential free and reduced fare near-term scenarios

August

Recommendation on near-term promotional and pilot fare assistance actions



Rider Survey | Board Direction | Stakeholder Input




- Nearly 80% of riders are not aware of our existing reduced and free fare programs
- Target discounted fares to those who need it most (Low-income, Senior/ADA and Youth)
- Further collaboration with CBOs and human service agencies to:
 - Leverage existing resources for distribution and eligibility
 - Increase access to means-based free or reduced fares products

Conduct a focused marketing and education campaign to raise awareness of the District's multi-faceted discounted fare options that makes transit more affordable to those who need it.

Partner with CBOs and our local and regional partners to:





- Further targeted collaboration and increase reach to the community**
- Establish dedicated ambassador programs that are financially supported by the District.**
- Identify opportunities to increase access to fare products via those entities**

Recommended Near-Term Fare Assistance Programs

FARE ASSISTANCE PROGRAMS	DURATION	PROGRAM GOAL	ADMIN & DISTRIBUTION	ACCESS TO DATA
 <p>Free fares for Seniors/ADA</p>	<p>6- month Pilot</p>	<p>Post Pandemic Relief, Promote Return to Transit</p>	<p>Proof of age or disability</p>	<p>Usage will be tracked via driver keys at boarding</p>
 <p>Free Monthly Pass for family of low-income students or those who qualify for free & reduced lunch program</p>	<p>One-time offer of 3 free monthly passes</p>	<p>Post Pandemic Relief, Promote Return to Transit and Monthly Pass Usage</p>	<p>Opt-in through the Youth Pass application process</p>	<p>Usage will be tracked via Pass serial numbers</p>
 <p>Free Youth Summer Pass</p>	<p>9-week promotional campaign</p>	<p>Promote Transit usage during low-ridership season</p>	<p>Proof of age or student ID</p>	<p>Usage will be tracked via driver keys at boarding</p>

FARE PROMOTIONS

FINANCIAL IMPACT

Fare Revenue loss		\$390,000
	Free Monthly Pass for family of low-income students (3 months)*	\$250,000
	Free Fare for Senior/ADA (6 months)**	\$104,000
	Free Youth Summer Pass (9 weeks)*	\$36,000
Marketing and education campaign		\$23,000
	Staff Time	\$12,000
	Marketing and Direct Costs	\$11,000
TOTAL		\$413,000

* Based on projected return of ridership at 80% of Pre-COVID.

**Accounts for up to 3 free Adult Monthly Passes per household and assumes a 50% opt-in.

- Develop a detailed strategy and timeline to implement the proposed activities
- Work closely with community and agency partners to cross-promote transit services during the promotional periods
- Monitor performance and conduct a thorough evaluation of the promotional and pilot programs
- Return to Board with recommendations



Questions

Nancy Whelan

General Manager

Aida Banihashemi

Manager of Planning & Marketing



711 grand ave, #110
san rafael, ca 94901

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fax: 415.226.0856
marintransit.org

August 2, 2021

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

SUBJECT: Supplemental School Service Update for FY 2021-22

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 an informational item providing an update on the Supplemental school program for the 2021-22 year.

BACKGROUND: Marin Transit has historically provided extra public transit service to schools in Marin County using “supplemental” routes (100 series). This service used a fleet of 12 buses to add service to 10 different high schools and middle schools in the county and the College of Marin. Marin Transit maximized supplemental service to schools by using the same bus/driver to serve multiple routes/schools each morning and afternoon. This was possible due to a spread of bell times at schools throughout the county.

With the implementation of California Senate Bill 328 requiring high schools to start no earlier than 8:30am and middle schools to start no earlier than 8:00am, schools throughout Marin County have changed their start and end times and now begin and end their days within a very short window of time, or in the case of most high schools, the exact same time. In addition to adding roadway congestion on local roads, this stacking of start times directly impacts our ability to spread our service and return service to historic levels.

At the end of each academic year, staff request updated calendars and bell schedules for the upcoming year from schools served by a supplemental route. Upon receiving the 2021/22 academic calendars staff determined that without acquiring new vehicles and incurring additional operating costs Marin Transit would not be able to serve all schools previously served by supplemental routes. Marin Transit staff contacted staff at Marin County Office of Education to notify them of the transportation limitations.

Golden Gate Transit recently requested Marin Transit to re-number the 100 series routes (Marin Transit supplemental school routes) to a 600 numbering series to allow regional routes to occupy the 100 numbering series. To improve coordination across the region, the

600 series was chosen as it is the same numbering sequence used by other public transit agencies in the Bay Area for supplemental service.

SUMMARY: As a result of the bell time changes and inability to purchase new vehicles by August 2021, staff have generated schedules that maximizes the number of trips while prioritizing service to high schools and service to high ridership routes. In 2021/22, the following route **will not operate**:

- **Route 139** previously serving Terra Linda HS from Lucas Valley/Marinwood

Marin Transit will continue to provide alternative public transit service connecting these neighborhoods to Terra Linda High School on local routes 245, 257 and the Connect on-demand service.

The following routes will **operate in the afternoon only**. The routes will be re-named in a 600 series:

- **Route 625** (*formerly 125*) serving West Marin from Archie Williams HS
- **Route 649** (*formerly 149*) serving Hamilton from Novato HS
- **Route 654** (*formerly 154*) serving Olive/San Marin from Sinaloa MS

Marin Transit will continue to provide alternative public transit service connecting West Marin and Fairfax to Archie Williams HS on local routes 23/23x, 68, and 228. Marin Transit will continue to provide alternative public transit service connecting Hamilton to Novato HS on local routes 49, 251, 651, and the Connect on-demand service.

The following routes will continue to **operate in the morning and afternoon** in 2021/22. The routes will be re-named in a 600 series:

- **Route 613** (*formerly 113 and 117*) serving Redwood HS and Hall MS from east Corte Madera
- **Route 617** (*formerly 115*) serving Tamalpais HS from Sausalito via Marin City
- **Route 619** (*formerly 119*) serving Redwood HS from Tiburon and Belvedere
- **Route 622** (*formerly 122*) serving College of Marin and Dominican University to/from San Rafael Transit Center
- **Route 645** (*formerly 145*) serving Terra Linda HS from the Downtown San Rafael / Canal
- **Route 651** (*formerly 151*) serving San Jose MS, Novato HS, and San Marin HS from Novato

Marin Transit staff will take the following actions to notify students of the changes to service:

- Send a letter to staff at all schools served by supplemental routes (Attachment)
- Call contacts at schools with impacted schedules to confirm the changes and request their help in notifying students (ex. Updates to school website etc.)

- Update Marin Transit website route schedule information
- Post a news item to the Marin Transit website
- Publish notifications on social media
- Notify Customer Service staff

FISCAL/STAFFING IMPACT: There are no fiscal impacts associated with this item.

Respectfully submitted,

A handwritten signature in cursive script that reads "Kelly Zalewski".

Kelly Zalewski
Operations Manager

Attachment: Draft letter to schools

Attachment A



711 grand ave, #110
san rafael, ca 94901

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fax: 415.226.0856
marintransit.org

August 2, 2021

Name
Title
School
Address
Address

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 Name:

This letter is to inform you of upcoming public transit changes that may impact service in the 2021-22 academic year. These impacts include a reduction in service due to countywide bell time changes and renumbering of bus routes that provide added service on school days for students.

--

Marin Transit has historically provided extra public transit service to schools in Marin County using "supplemental" routes (100 series). This service used a fleet of 12 buses to add service to 10 different high schools and middle schools in the County. Marin Transit maximized supplemental service to schools by using the same bus/driver to serve multiple routes/schools each morning and afternoon. This was possible thanks to a spread of bell times at schools throughout the county.

Due to the implementation of California Bill 328 requiring high schools to start no earlier than 8:30am and middle schools to start no earlier than 8:00am, schools throughout Marin County have changed their start and end times and now begin and end their days within a very short window of time, or in the case of most high schools, the exact same time. In addition to adding roadway congestion on local roads, this stacking of start times directly impacts our ability to spread our service and return service to historic levels.

Therefore, due to the change in bell times throughout the county and inability to acquire new vehicles for the upcoming school year, Marin Transit will not be able to serve all schools previously served by supplemental service. As a result, the following routes **will not operate this school year**:

- **Route 139** previously serving Terra Linda HS from Lucas / Valley Marinwood

The following routes will **operate in the afternoon only**. The routes will be re-named in a 600 series:

- **Route 625** (*formerly 125*) serving West Marin from Archie Williams HS
- **Route 649** (*formerly 149*) serving Novato HS from Hamilton
- **Route 654** (*formerly 154*) serving Olive/San Marin from Sinaloa MS

The following routes will continue to **operate in the morning and afternoon** in 2021/22. The routes will be re-named in a 600 series:

- **Route 613** (*formerly 113 and 117*) serving Redwood HS and Hall MS from east Corte Madera
- **Route 617** (*formerly 115*) serving Tamalpais HS from Sausalito via Marin City
- **Route 619** (*formerly 119*) serving Redwood HS from Tiburon and Belvedere
- **Route 622** (*formerly 122*) serving College of Marin and Dominican University to/from San Rafael Transit Center
- **Route 645** (*formerly 145*) serving Terra Linda HS from the Downtown San Rafael / Canal. The 645 will not stop at the San Rafael Transit Center.
- **Route 651** (*formerly 151*) serving San Jose MS, Novato HS, and San Marin HS from Novato

For more complete schedule information, please visit: <https://marintransit.org/>

If you have any questions, please let us know. Marin Transit staff can be reached by telephone at (415) 419-2533, or by email: school@marintransit.org.

Sincerely,



Kelly Zalewski

Operations Manager



Update on Supplemental School Service

Marin Transit Board of Directors

August 2, 2021

Supplemental School Service

Open to the public

Extra transit service at peak times

Timed to bells at schools

Focus on High schools and Middle schools

FY20

- 100 series
- 12 buses served 10 schools
- Operated by MV Transportation
































































- **California Senate Bill 328**
 - Approved October 13, 2019
 - High schools start no earlier than 8:30am
 - Middle schools start no earlier than 8:00am
 - Must be in effect by July 1, 2022
- **Re-naming the routes 600 series**
- **Return to full capacity**

How do bell times affect Supplemental service?

FY 2020 Morning Service

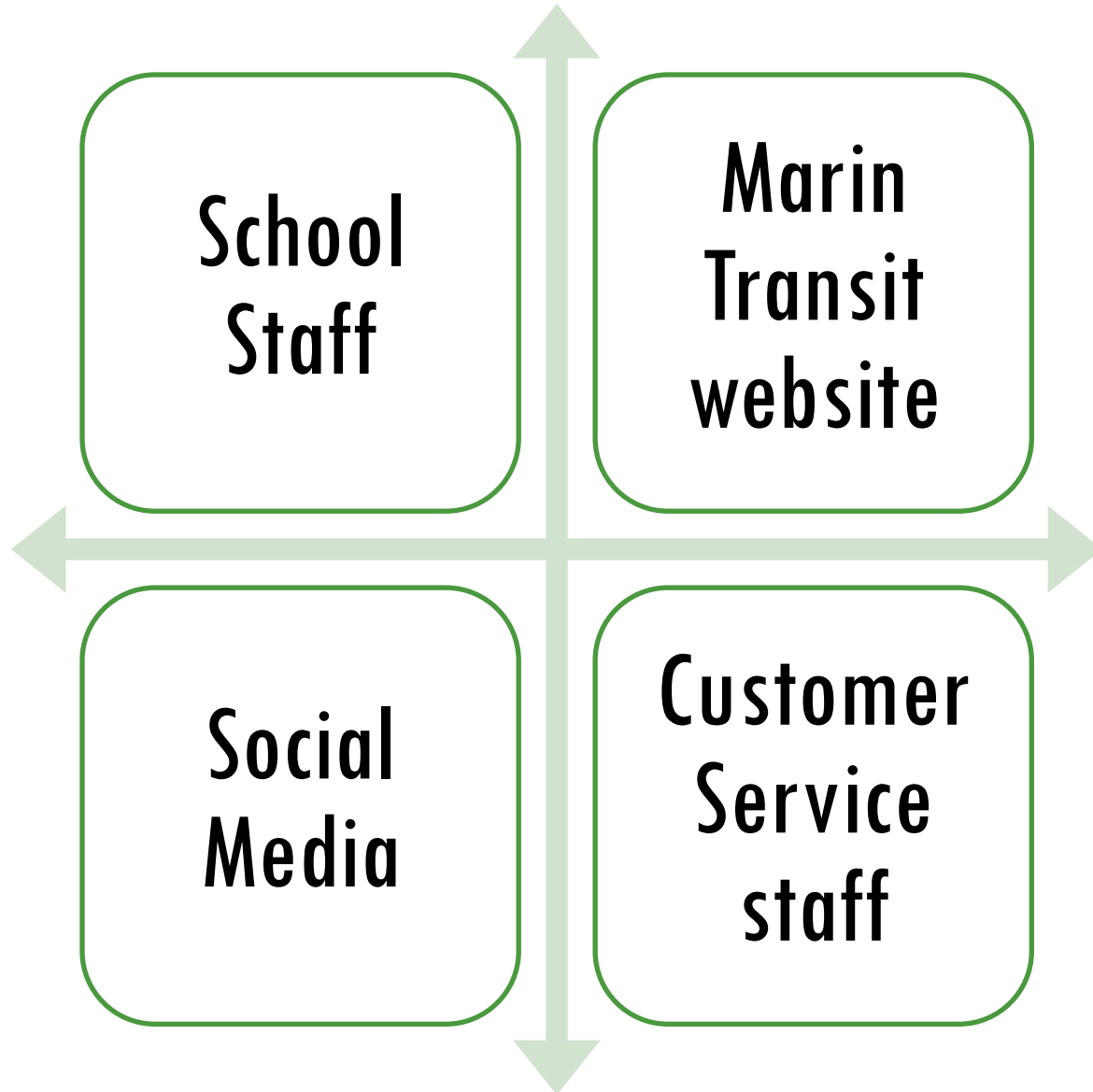
	7:30 AM	8:00 AM	8:30 AM
 ★			
 ★			
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FY 2022 Morning Service

	7:30 AM	8:00 AM	8:30 AM
 ★			
			
			
			
			
 ★			
			
			
			
 ★			
			
			

FY2022 Supplemental Service

Old Route #	New Route #	School Served	AM Service	PM Service	Alt. Service
113	613	Hall MS / Redwood HS	Yes	Yes	
115	617	Tam HS / Willow Creek	Yes	Yes	
117	613	Hall MS/ Redwood HS	Yes	Yes	
119	619	Redwood HS	Yes	Yes	
122	622	College of Marin	Yes	Yes	
125	625	Archie Williams HS	No	Yes	23/23X, 68, 228
139	-	Terra Linda HS	No	No	245, 257, Connect
145	645	Terra Linda HS	Yes	Yes	
149	649	Novato HS	No	Yes	49, 251, 651, Connect
151	651	San Jose MS / Novato HS / San Marin HS	Yes	Yes	
154	654	Sinaloa MS	No	Yes	None



Questions?

Kelly Zalewski

Operations Manager

kzalewski@marintransit.org