

MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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

Webinar ID: 879 7268 3373

Monday, May 2, 2022

Until further notice the Marin County Transit District meetings will not be providing an inperson meeting location for the public to attend. 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 on May 2, 2022: +1 669 900 6833; Access Code: 879 7268

3373.

How to provide comment on agenda items:

- To provide written public comment prior to the meeting, please email info@marintransit.org or use the comment form available at https://www.marintransit.org/meetings to submit your meeting-related comments on this agenda. Please submit your comments no later than 5:00 P.M. Sunday, May 1, 2022 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 included in the written public record.
- During the meeting: 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 be included in the public record.
- Public commenting during public meetings is limited to two minutes per speaker unless a different time limit is announced. The Board President may limit the length of comments during public meetings due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

Haga clic aquí para leer en español



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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

Webinar ID: 879 7268 3373

AGENDA

Monday, May 2, 2022

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

- 1. Open Time for Public Expression (Limited to two minutes per speaker on items not on the District's agenda)
- 2. Board of Directors' Matters
- 3. General Manager's Report
 - a. General Manager's Oral Report
 - b. Monthly Monitoring Report: January 2022
- 4. Consent Calendar
 - a. Minutes for April 4, 2022 Board Meeting
 - b. <u>Adoption of Resolution 2022-07 Allowing for Continued Remote</u> Public Meetings Under State Assembly Bill (AB) 361
 - c. <u>Fourth Amendment to Agreement with Marin Airporter for Operations and Maintenance Services</u>
 - d. <u>Eighth Amendment to Agreement with MV Transportation for</u> Operations and Maintenance Services

Recommended Action: Approve

5. <u>Marin County Transit District Draft Operating and Capital Budget for FY</u> FY2022/23

Recommended Action: Information and Discussion

6. Summer 2022 Service Changes

Recommended Action: Accept report and authorize the General Manager to negotiate and sign a no fee license agreement with the Golden Gate Bridge Highway & Transportation District (GGBHTD) to use the Larkspur Landing Ferry Terminal to support the Muir Woods Shuttle Program

(continued)

7. Approve the purchase of property at 3010 & 3020 Kerner Blvd, San Rafael for \$3.5 million; authorize spending \$350,000 for due diligence, closing, and related costs; determine that the proposed acquisition and use of the site is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 (Class 32) (In-Fill Development Projects), as well as section 15301 (Class 1) (Existing Facilities), and is not subject to CEQA under section 15061(b)(3); and adopt budget amendment #2022-03 to add the capital project

Recommended Action: Approve a Purchase and Sale Agreement to acquire the property located at 3010 & 3020 Kerner Blvd, San Rafael, California for \$3.5 million; approve execution of all documents and performance of all activities consistent with the terms of the Purchase and Sale Agreement, including delegation of authority to the General Manager to approve/accept information received during due diligence; authorize expenditures for due diligence, closing, and related costs not to exceed \$350,000; determine that the proposed acquisition and use of the site is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 (Class 32) as well as section 15301 (Class 1) and is not subject to CEOA under section 15061(b)(3); and adopt FY2021/22 budget amendment (BA#2022-03) to add the capital project

- 8. <u>Update on Regional Transit Fare Coordination and Integration Study</u> **Recommended Action: Information Only**
- 9. <u>Muir Woods Shuttle Evaluation Report for the 2021 Season</u> **Recommended Action: Accept report**

Adjourn











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

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

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

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

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

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



711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org May 2, 2022

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

SUBJECT: General Manager Report – Monthly Report: February 2022

Dear Board Members:

RECOMMENDATION: This is a recurring information item.

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the monthly period ending February 28, 2022. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall systemwide ridership in February 2022 increased by 75.4 percent compared to February 2021, which represents a 26.3 percent decrease from the pre-COVID ridership in February 2020 and a 1.2 percent increase from January 2022.

Ridership on fixed-route services increased by 69 percent from the prior year, which is a 24.8 percent decline compared to pre-COVID in February 2020. Ridership on Marin Access services increased by 49.4 percent compared to February 2021, which represents a 58.1 percent decline from February 2020. February 2022 was the twenty-fourth 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,

Pancy E. Tuhulan

Nancy Whelan General Manager

Attachments

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

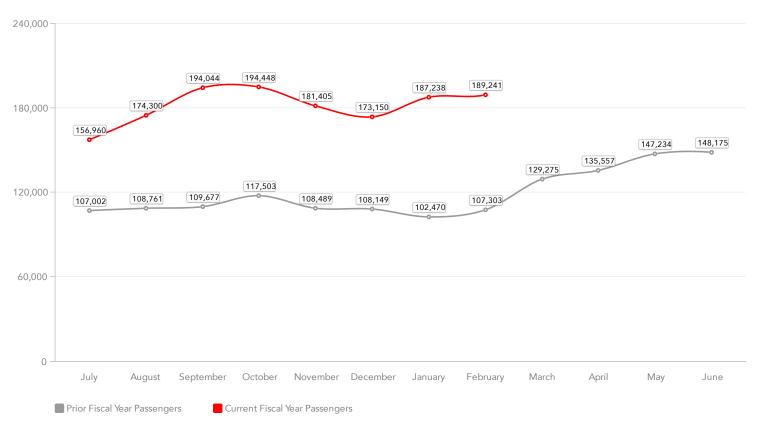
dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo Monthly Monitoring Report 04/19/2022

FISCAL YEAR MONTH 2022 All

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

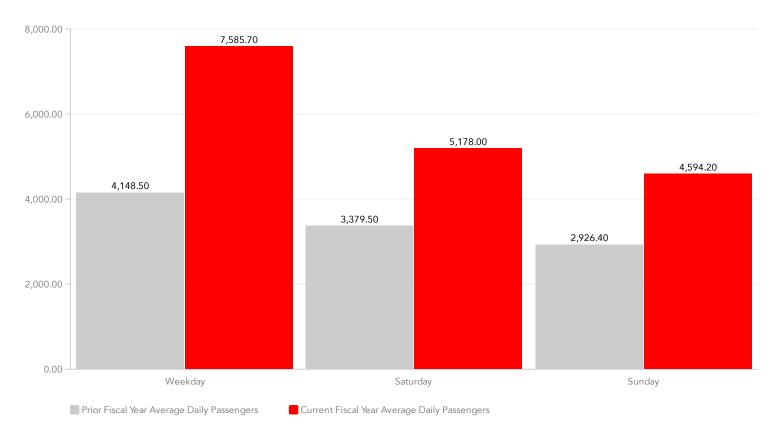


Monthly Comparison

MONTH

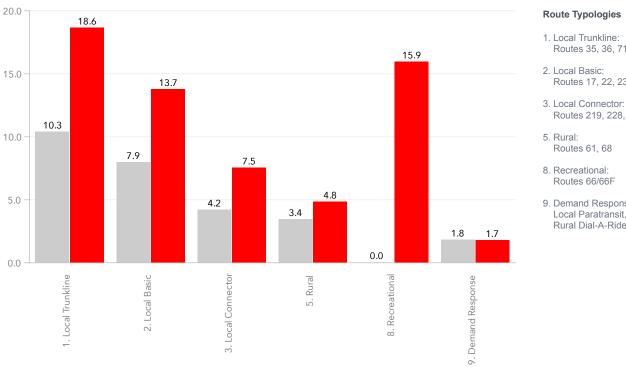
Feb

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology

Prior Fiscal Year Productivity



Current Fiscal Year Productivity

- Routes 35, 36, 71X
- 2. Local Basic: Routes 17, 22, 23, 23X, 29, 49
- Routes 219, 228, 233, 245, 251, 257
- Routes 61, 68
- 9. Demand Response: Local Paratransit, Novato Dial-A-Ride, Rural Dial-A-Ride



February 2022 Month: Program Mobility Fixed-Route Fixed-Route Stagecoach & Supplemental & Demand Systemwide **Shuttle Muir Woods** Yellow Bus Management Category Local Response Total Commendation 0 3 Service Delivery Complaint 13 34 5 9 3 0 0 Accessibility 0 0 0 0 0 0 2 2 **Driver Conduct Complaint** 0 0 0 6 **Driving Complaint** 6 1 0 0 8 0 0 0 0 Early Trip 2 0 0 0 0 0 0 Equipment Issue 0 0 0 0 0 Farebox 0 0 0 Late Trip 3 Missed Connection 0 0 0 0 Missed Trip 0 0 0 0 0 No-Show 0 0 0 0 0 0 3 Off-Route 0 0 0 0 1 Pass-Up Complaint 3 3 0 0 0 0 10 Service Structure Complaint 0 0 0 0 0 0 0 Bus Stop Improvement Request 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 Fares 0 Other Complaint 0 0 0 0 **Scheduling Complaint** 0 0 0 0 0 0 0 Service Improvement Suggestion 0 0 0 0 0 0 0 0 0 Safety Complaint 0 8,687 1,789 **Total Service Hours** 3,155 429 2,678 16,739 16,739 Commendations per 1,000 Hours 0.0 0.0 0.0 0.0 1.1 0.1 0.2 Complaints per 1,000 Hours 5.0 2.0 1.5 1.6 7.0 1.5 0.0 **Total Passengers** 140,173 23,592 11,551 6,037 4,753 950 194,944 194,944 Commendations per 1,000 Passenger: 0.0 0.0 0.0 0.0 0.6 0.0 0.0 0.0 Complaints per 1,000 Passengers 0.1 0.2 8.0 0.5 8.0 0.0 0.2 0.0

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, April 4, 2022, at 10:00 A.M.

Roll Call

Present: President Moulton-Peters, Vice President Rice, Second Vice

President Lucan, Director Colin, Director Colbert, Director

Connolly

Absent: Director Arnold, Director Rodoni

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

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

Board President Moulton-Peters opened the meeting at 10:03 A.M.

1. Open Time for Public Expression

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

2. Board of Directors' Matters

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

3. General Manager's Report

Staff Report

General Manager Nancy Whelan reported on the District transitioning to Hybrid Board meetings. The Hybrid Board meetings will allow for remote, Zoom, and in-public participation. Beginning June 6, 2022, the Hybrid Board meetings will take place in-person at the Marin County Board of Supervisors Chambers.

Ms. Whelan highlighted item 4g and reported that several transit operators in the North Bay including CityBus, Sonoma County Transit, Petaluma

Transit and Marin Transit are all planning to offer a free-fare day on Saturday, April 23, 2022, in recognition of Earth Day.

Ridership on fixed-route services increased by 73.8 percent from the prior year, which is a 27.9 percent decline compared to pre-COVID in January 2020. Ridership on Marin Access services increased by 44.6 percent compared to January 2021.

4. Consent Calendar

- a. Minutes for March 7, 2022 Board Meeting
- b. Adoption of Resolution 2022-05 Allowing for Continued Remote Public Meetings Under State Assembly Bill (AB) 361
- c. Resolution 2022-06 Low Carbon Transit Operations Program
- d. Consideration of Compensation Increase for General Manager
- e. <u>Marin Transit Diversity Program for Contracts</u>
- f. <u>Contract with Mark Thomas & Company for On-Call General Engineering Services</u>
- g. Earth Day Fare Free Program

President Moulton-Peters expressed appreciation to staff for the fare free promotion in recognition of Earth Day. Ms. Moulton-Peters praised the fare free promotions for incentivizing new riders and rewarding existing riders.

Recommended Action: Approve.

M/s: Second Vice President Lucan - Vice President Rice

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

Noes: None

Absent: Director Arnold, Director Rodoni

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

5. FY 2023-26 Funding Cycle for Measure AA Yellow School Bus Transportation Programs

Staff Report

Senior Operations Analyst Christopher Whitlock presented on the current Yellow Bus Program eligibility requirements and funding allocation formula. Mr. Whitlock provided background on the Measure AA funds and previous funding cycle and requested Board approval of the updated eligibility requirements and new allocation formula for the next three-year funding cycle. Final program distribution amounts will be brought to the Board for approval in June and are dependent on the final Measure AA allocation amount.

Director Colin asked about the two school districts that considering operating a yellow bus transportation program in fiscal year 2022-2023 and asked for clarification on how long each school is committing to the program. Mr. Whitlock confirmed all school districts are committed to all three years. Director Colin asked for clarification on how the funding amounts are determined. Director of Finance and Capital Programs Lauren Gradia confirmed that the Transportation Authority of Marin follows a formula for the Measure AA allocation amounts to Marin Transit.

Second Vice President Lucan inquired whether the Novato Unified School District submitted applications to join the program. Mr. Whitlock confirmed there were no applications from Novato.

Second Vice President Rice requested staff continue to provide the Board with context and background for its variety of services to facilitate easier dissemination of the context to the public for what the services accomplish. President Moulton-Peters emphasized the importance of contextualizing services provided.

President Moulton-Peters expressed appreciation to staff for taking into consideration each school district's needs and finding equitable ways to serve and provide an allocation in keeping with each program's size.

Recommended Action: Approve eligibility requirements and allocation formula of the new three-year funding cycle (FY 2023-26) for Measure AA yellow school bus transportation programs

M/s: Vice President Rice - Director Colin

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

Noes: None

Absent: Director Arnold, Director Rodoni

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

6. Marin Access Innovation Incubator Update

Staff Report

Senior Mobility Planner Joanna Huitt presented an update on the Marin Access Innovation Incubator. Ms. Huitt provided history, a program overview, and shared details about the current cycle and how it is being used to address transportation challenges in West Marin.

Director Colin asked for clarification on the number of eligible participants that would qualify for programs in West Marin. Ms. Huitt answered that approximately 1-2 percent of Marin Access clients live in West Marin, however demand may be latent based on the limited availability of programs in the area.

President Moulton-Peters remarked on the importance of knowing where passengers in the area are going for services and transportation.

Kevin Carroll made a public comment. Mr. Carrol suggested the District reach out to Halleck Creek Ranch and Golden Gate Regional Center to help support and fund the development of these programs.

Vice President Rice expressed appreciation to staff for continuing to develop programs and work for communities who are transit dependent in West Marin.

Recommended Action: Information Only

Convene in Closed Session

The Board went into closed session.

Report from Closed Session:

President Moulton-Peters reported that direction was given to staff.

Adjourn President Moulton Peters adjourned the meeting at 11:48 A.M.



711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org May 2, 2022

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

SUBJECT: Adoption of Resolution 2022-07 Allowing for Continued Remote Public Meetings Under State Assembly Bill (AB) 361

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo **Dear Board Members:**

RECOMMENDATION: Staff recommends that your Board adopt Resolution 2022-07 finding that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the District Board of Directors will continue to meet remotely to ensure the health and safety of the public.

SUMMARY: On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 into law, effective October 1, 2021, to allow agencies to use teleconferencing for public meetings during proclaimed state of emergencies without requiring the teleconference locations to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction. AB 361 will sunset on January 31, 2024.

Your Board approved a resolution allowing for remote meetings at the October 4, 2021, November 1, 2021, December 6, 2021, January 10, 2022, February 7, 2022, March 7, 2022, and April 4, 2022 Board of Directors meetings. To continue meeting under AB 361, your Board is required to declare every 30 days that it has reconsidered the circumstances of the State of Emergency and determine if conditions meet one of the two criteria listed below.

- 1. State or local health officials have imposed or recommend measures to promote social distancing, or
- 2. The legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

Based on recommendations from the Marin County Health and Human Services, staff views that criteria 2 remains applicable. The attached letter from Marin County Health and Human Services Director, Benita McLarin, recommends a continued emphasis on social distancing measures such as using video/teleconferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not

sitting next to each other. There has been no update from Marin County Health Department officials that alters this recommendation.

FISCAL IMPACT: There is no fiscal impact.

Respectfully submitted,

Nancy E. Tuhulan

Nancy Whelan General Manager

Attachments:

A. Resolution 2022-07

B. Marin County Health and Human Services Letter

RESOLUTION #2022-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN COUNTY TRANST DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF THE PUBLIC

WHEREAS, the Marin County Transit District (the "District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 - 54963), so that any member of the public may attend, participate, and watch the District's legislative body conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the

California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

WHEREAS, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

WHEREAS, the District cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

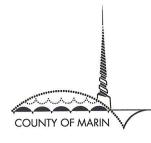
WHEREAS, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

NOW, THEREFORE, THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

- 1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and District staff, and members of the public to meet safely in person; and
 - b. State and local officials continue to recommend measures to promote social distancing.
- 2. District Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
- 3. The Board will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

REGULARLY PASSED AND ADOPTED this 2nd day of May 2022.

Marin County Transit District May 2, 2022, Board Meeting



DEPARTMENT OF

HEALTH AND HUMAN SERVICES

Promoting and protecting health, well-being, self-sufficiency, and safety of all in Marin County.



Benita McLarin, FACHE

20 North San Pedro Road Suite 2002 San Rafael, CA 94903 415 473 6924 T 415 473 3344 TTY www.marincounty.org/hhs September 22, 2021

Dennis Rodoni President, Board of Supervisors 3501 Civic Center Drive, 3rd Floor San Rafael, CA 94903

Re: Public Meetings/Social Distancing

Dear President Rodoni:

On September 20, 2021, Governor Newsom signed AB 361. The legislation provides that local agencies may continue to hold certain public meetings via video/tele-conference as they have done during the Covid-19 emergency. The legislation allows such meetings to continue during a proclaimed state of emergency if state or local officials have recommended measures to promote social distancing.

Local government meetings are indoor meetings that are sometimes crowded, involve many different and unfamiliar households, and can last many hours. Given those circumstances, I recommend a continued emphasis on social distancing measures as much as possible to make public meetings as safe as possible. These measures can include using video/tele-conferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not sitting next to each other. I will notify you if this recommendation changes while the Governor's state of emergency for COVID-19 remains in place.

Respectfully,

Benita McLarin

Director, Health & Human Services

cc: Matthew H. Hymel, CAO

Beute Mfarin

Brian E. Washington, County Counsel



711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org May 2, 2022

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

SUBJECT: Fourth Amendment to Agreement with Marin Airporter for Operations and Maintenance Services

Dear Board Members:

RECOMMENDATION: Approve the Fourth Amendment with Marin Airporter to extend the contract term through June 30, 2023 and adjust compensation.

SUMMARY: Marin Transit's current contract for Operations and Maintenance – Package 1 of local fixed route service with Marin Airporter began on July 1, 2018. The term of the contract is three years with two additional option years. The first option year is scheduled to expire on June 30, 2022. On March 7, 2022 your Board authorized staff to provide a notice of intent to exercise the second contract extension for this additional year and extending the term of the contract until June 30, 2023. The attached amendment extends the terms of this agreement and includes other changes that will allow for service expansion under this agreement if the District needs to shift service in the upcoming fiscal year.

Marin Airporter has been a responsive and responsible contractor providing service to Marin Transit since 2006. Marin Airporter was the only contractor that increased service operated during the pandemic. At Marin Transit's request in 2020, Marin Airporter began operating Route 17/17x, a 20% increase in the service hours they operate for the District. Marin Airporter did not request an increase to the monthly fixed fee or to the hourly rate to provide these additional services.

After extensive discussions with the Marin Airporter team, staff recognized that these efforts impacted the Marin Airporter operation in many ways and continuing this agreement under the current structure was no longer feasible. In addition to extending the term of the agreement, staff is recommending you approve this amendment that includes an adjustment to the compensation. These adjustments were arrived at after a line item review of operational changes since the original cost proposal was approved. These changes impacted both the variable (per hour) and fixed (monthly) fees.

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo The proposed change to the fixed fee account for the change in fleet type and size since the original bid that did not anticipate the quantity or type of vehicle needed to support current operations. These changes directly impact facility/parking costs, maintenance needs, and vehicle insurance costs. Administrative staffing needs have also grown with the expansion of service including additional dispatchers, road supervisors, and maintenance staff.

The proposed increase to the variable rates responds to both the increase in peak period service operated by Marin Airporter (more driver pay hours to revenue hours) and the everchanging market conditions requiring increased driver and mechanics pay at all levels. The current market for front-line workers, including transit professionals, has become significantly more competitive and increasing pay and benefits will improve attraction and retention.

Marin Transit's ongoing monitoring and planning efforts will ultimately determine service levels for routes operated under this agreement during FY 2022/23. Based on anticipated service levels included in the budget for Community Shuttle routes, Route 17, Route 22, and Route 49 services, staff estimates that Marin Airporter will operate approximately 85,000 annual hours of service under this extension. If approved, the amendment will allow a potential service expansion up to 115,000 hours under a new tiered compensation structure.

FISCAL/STAFFING IMPACT: Option year rates in the agreement were adjusted to account for the significantly higher revenue service hours operated by Marin Airporter than included original agreement. To verify and justify the rate increases, staff completed a review of Marin Airporter's financials, cost increases for component increases, and a comparison of rates to the District's other purchased transportation contracts (Table 1). The original option year rates were significantly below market rate and not sustainable for the contractor. At the budgeted hours, the adjusted option year rates increase from \$83.15 to \$105.90 per revenue hour. The adjusted hourly rate is still the lowest of the District's three fixed route purchase transportation contracts (Table 1) and accounts for the increased vehicle maintenance costs, operation and insurance of electric vehicles, and driver wage increases.

Table 1: FY2022/23 Contractor Rate Comparison

Contractor	Effective FY23 Hourly
Contractor	Rate
Golden Gate Bridge Highway and Transportation District	\$132.55 ⁽¹⁾
MV Transportation	\$116.55 ⁽²⁾
Marin Airporter – Original Option Rate	\$83.15
Marin Airporter – Adjusted Option Rate	\$105.90
Notes:	

- inotes:
 - 1) Rate is for July -December 2022; inter-agency agreement starting January 1, 2023 is currently in negotiation
 - 2) MV operates specialized service like supplemental school and Muir Woods that have higher deadheads and limited shifts that increase the cost per revenue hour.

The adjusted contract rates for Option Year #2 are shown in Table 2. Based on these rates and the expected service levels, staff estimates that the District will spend approximately \$9.54 million during the second option year of this agreement. This expenditure is include in the FY2022/23 operations budget and funded with Measure AA sales tax funding, State Transportation Act (STA) funding, and Transportation Development Act (TDA) funds.

Table 2: Adjusted Option Year Rates Compared to Original

	Original Option Year 2 Rates	Adjusted Option Year 2		
Hours		Up to 94,000 revenue hours	>94,000 revenue hours	
Cost per Revenue Hour	\$56.13	\$79.31	\$77.98	
Monthly Fixed Fee	\$188,371	\$233,381	\$267,510	
Total Costs based on budgeted 85,000 revenue hours	\$7,067,514	\$9,541,922	N/A	
Effective Cost Per hour	\$83.15	\$105.90	N/A	

There is no staffing impact associated with this item.

Respectfully submitted,

Robert Betts Director of Operations and Planning

Attachment:

1. Amendment #4 to the Marin Airporter Agreement #1094

FOURTH AMENDMENT TO AGREEMENT

BY AND BETWEEN THE MARIN COUNTY TRANSIT DISTRICT AND MARIN AIRPORTER DATED JULY 1, 2018

THIS AMENDMENT is made and entered into this ____ day of ____ 2022, by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and MARIN AIRPORTER (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the District and the Contractor entered into an agreement (#171875); and

WHEREAS, the First Amendment (#192071) to the Agreement added terms and compensation to the contractor to respond to the COVID-19 pandemic and Route 17 to the contract; and

WHEREAS, the Second Amendment (#202166) to the Agreement amended Section 401 COMPENSATION TO CONTRACTOR to allow additional reimbursements for COVID-19 related costs; and

WHEREAS, the Third Amendment (1007) to the Agreement exercise the first option year and extended the term of the agreement to June 30, 2022; and

WHEREAS, the parties wish to exercise the second option year and extend the term of the agreement to June 30, 2023; and

WHEREAS, the parties wish to amend Article 2 – Personnel Requirements to include CAD/AVL responsibilities for Dispatchers & Mechanics and include the Customer Service role that has been previously established; and

WHEREAS, the parties wish to amend Sec. 301 Vehicles to include the operations and maintenance of Battery Electric Buses; and

WHEREAS, the parties wish to establish Sec. 308 Facility Use and Operation to allow CONTRACTOR to park vehicles at facilities leased by the District; and

WHEREAS, the parties wish to amend Sec. 315 Fuel to allow CONTRACTOR to fuel vehicles at CONTRACTOR owned facility and received reimbursement from the DISTRICT; and

WHEREAS, the parties wish to replace in its entirety Attachment A Compensation; and

WHEREASE, the Maximum Cost to the District is increased by \$9,541,922 to a total of \$34,755,795.

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) SEC. 104 C. Contract Term is amended to read:

The original term of this Contract was for three (3) years (the Base Contract Term) beginning on the Commencement Date with two (2) one (1) year options, for a total possible Contract term of five (5) years. The Contract Term will commence on July 1, 2018 (the Commencement Date). The second option year has been awarded and the contract term is extended to June 30, 2023.

- 3) Sec. 204 Dispatchers is amended to include:
 - F. Dispatcher (1.0FTE): the Dispatcher role is responsible for daily monitoring of the Marin Transit provided CAD/AVL system (Syncromatics today). A Dispatcher will monitor the system from the first driver sign-in in the morning until the successful sign in of the last driver shift at the end of the day. Dispatchers are responsible for ensuring drivers are correctly signed into the CAD/AVL system and all vehicles are reporting data. Dispatchers will promptly create service tickets for non-functioning tracking units, monitor those tickets to ensure prompt response and resolution, and work with the maintenance team to troubleshoot onboard equipment issues. This representative should participate in monthly service coordination meeting and be available to answer any questions on these matters from MCTD.
- 4) Sec. 207 Maintenance Personnel, F. Skill Level is amended to include:
 - e. Onboard equipment mechanic: one mechanic will be designated as the lead mechanic who is primarily responsible for troubleshooting the CAD/AVL and onboard video system, as outlined in Section 312.
- 5) Sec. 208 Customer Service Personnel shall be added and include:
 - a. Customer Service Representative (0.5 FTE): Customer Service Representative is responsible for reviewing Customer Feedback Reports created in TransTrack. The Customer Service Representative will review the submitted information and contact the complainant if more information is needed in order to complete a thorough investigation. The Customer Service Representative will request and review video as needed. The Customer Service Representative will

provide a response to complainants. The investigation activities and communications with clients will be recorded in TransTrack. This representative should participate in monthly service coordination meeting and be available to answer any questions on these matters from MCTD.

- 6) Sec. 301 Vehicles is amended to include:
 - F. Battery Electric Buses. The DISTRICT has acquired four Battery Electric Buses (BEBs). The CONTRACTOR shall be responsible for the operation and maintenance of these BEBs.
 - a. District Responsibilities.
 - i. The DISTRICT is responsible for the provision and installation of electrical charging infrastructure at the District-owned property at 600 Rush Landing, Novato, CA 94945.
 - ii. The DISTRICT is responsible for the cost of the electricity to charge the vehicles at 600 Rush Landing.
 - b. CONTRACTOR Responsibilities.
 - i. The CONTRACTOR is responsible for ensuring that all of their mechanics and drivers have completed the manufacturer's provided training in order to properly operate and maintain the BEBs.
 - ii. The CONTRACTOR is responsible for maintaining a sufficient charge in the vehicles when they are assigned for maintenance or other non-revenue duties away from 600 Rush Landing
- 7) Attachment B, Vehicle Inventory will be replaced in its entirety with the attached revised Attachment B, Vehicle Inventory.
- 8) Sec 308 Facility Use and Operations will be added and include:

Sec. 308 Facility Use and Operations

- A. MCTD Obligations. The MCTD shall provide support facilities at two locations in Marin County including 600 Rush Landing in Novato and 2333 Kerner Blvd in San Rafael. MCTD shall be responsible for all permitting and environmental compliance requirements relating to the operation of those locations.
- B. Contractor Obligations. Contractor will be responsible for maintaining the cleanliness of the site. Contractor will be responsible for providing any amenities such as a portable office unit or portable toilet unit.
- C. 600 Rush Landing Novato

- a. Licensed Area. The MCTD owns a parking and office facility at 600 Rush Landing in Novato. A portion of this facility is available to the Contractor to support operations as shown in Attachment N.
- b. Contractor Responsibilities.
- i. Permitted Use. CONTRACTOR may use the premises for parking up to 6 heavy duty, battery operated transit vehicles and 3 non-revenue support cars. Drivers shall park their personal automobiles in the general public/visitor spaces when the transit vehicles are in use. CONTRACTOR shall conduct its operations in a safe, orderly, courteous and professional manner.
- ii. Prohibited Use. CONTRACTOR shall not use the Property or Premises for any purpose other than as specifically authorized by this Agreement.

In conducting its activities in the yard, CONTRACTOR shall always ensure that the center aisle is unobstructed, so other users of the yard have sufficient access.

- iii. Utilities. MCTD will be responsible for all lighting and vehicle charging associated with transit operations at this location.
- iv. Site Facilities. CONTRACTOR shall have shared access to indoor restrooms and a dedicated break area for drivers and other member of the operations team.
- v. Compliance with Laws. CONTRACTOR shall not do or permit anything to be done in, on or about the property, or bring or keep anything in, on or about the property, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation (collectively "laws") now in force or which may hereafter be enacted or promulgated by any public authority. CONTRACTOR shall be solely responsible for any and all costs associated with noncompliance with any such laws.
- vi. Prohibited Activities. CONTRACTOR agrees not to store any flammable, combustible or other materials on site that would increase the cost of MCTD's insurance, and not to permit any toxic or hazardous materials in or around 600 Rush Landing. CONTRACTOR agrees not to create any nuisance or interfere with the use of 600 Rush Landing by others. Furthermore, CONTRACTOR shall not (i) perform any repair or maintenance of any vehicles (e.g., oil changes, engine servicing, washing and polishing), (ii) grant third parties the right to park or otherwise use or access 600 Rush Landing, (iii) use or access any other portion of the 600 Rush Landing, or (iv) violate any rule or regulation or security procedure established by MCTD from time to time.
- vii. Owner's Entry. CONTRACTOR acknowledges that CONTRACTOR is only authorized to use a portion of the property and, accordingly, MCTD reserves the right to enter upon the License Area at any time, to inspect or exhibit the same, and make any reasonable changes, alterations, additions or repairs that MCTD

may consider advisable, or for any other lawful purpose. CONTRACTOR shall immediately deliver to MCTD a key for any locks installed by CONTRACTOR for MCTD's emergency entry purpose.

D. 2333 Kerner – San Rafael

- a. Licensed Area. The MCTD has leased a portion of the Vacant Lot at 2333 Kerner. The site map and leased area is identified in Attachment O.
- b. Contractor Responsibilities.
- i. Permitted Use. Contractor may use the premises for parking up to 15 cutaway or heavy duty transit vehicles under 30' in length. Transit vehicles may enter and exit the vacant lot up to two times in the midday. Drivers shall park their personal automobiles in the space identified for CONTRACTOR in Attachment O when the transit vehicles are in use. CONTRACTOR shall conduct its operations in a safe, orderly, courteous and profession manner.
- ii. Prohibited Use. CONTRACTOR shall not use the Property or Premises for any purpose other than as specifically authorized by this Agreement.

In conducting its activities in the Vacant Lot, CONTRACTOR shall at all times, ensure that the center aisle is unobstructed so other users of the Vacant Lot have sufficient access. If an obstruction of the center aisle is to occur, the Owner of 2333 Kerner shall have the right to remove such obstruction (including towing any vehicle), and CONTRACTOR shall reimburse Owner of 2333 Kerner for all costs incurred.

- iii. Utilities. The vacant lot at 2333 Kerner does not contain any lighting or other utilities. Should CONTRACTOR install lighting or any other utilities, CONTRACTOR shall be responsible for provision and cost of utilities at 2333 Kerner Blvd, San Rafael, CA. CONTRACTOR may install lighting and utilities only with MCTD's written authorization.
- iv. Site Facilities. CONTRACTOR shall be responsible for contracting for and provision of portable office (10' x 24") unit and port-a-let facilities near the entrance of the Vacant Lot.
- v. Compliance with Laws. CONTRACTOR shall not do or permit anything to be done in, on or about the Vacant Lot, or bring or keep anything in, on or about the Vacant Lot, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation (collectively "laws") now in force or which may hereafter be enacted or promulgated by any public authority. CONTRACTOR shall be solely responsible for any and all costs associated with noncompliance with any such laws.
- vi. Prohibited Activities. CONTRACTOR agrees not to store any flammable, combustible or other materials in the Vacant Lot that would increase

the cost of 2333 Kerner Owner's insurance, and not to permit any toxic or hazardous materials in or around the Vacant Lot. CONTRACTOR agrees not to create any nuisance or interfere with the use of the Vacant Lot by others. Furthermore, Licensee shall not (i) perform any repair or maintenance of any vehicles (e.g., oil changes, engine servicing, washing and polishing), (ii) grant third parties the right to park or otherwise use or access the Vacant Lot, (iii) use or access any other portion of the Vacant Lot, or (iv) violate any rule or regulation or security procedure established by 2333 Kerner's Owner from time to time.

vii. Owner's Entry. CONTRACTOR acknowledges that CONTRACTOR is only authorized to use a portion of the Vacant Lot and, accordingly, 2333 Kerner's Owner reserves the right to enter upon the License Area at any time, to inspect or exhibit the same, and make any reasonable changes, alterations, additions or repairs that Owner may consider advisable, or for any other lawful purpose. CONTRACTOR shall immediately deliver to Owner a key for any locks installed by CONTRACTOR for Owner's emergency entry purpose.

viii Security. CONTRACTOR acknowledges that Owner provides a general security service which patrols its property located adjacent to the Vacant Lot and such service may, from time to time, patrol the Vacant Lot. Notwithstanding the foregoing, CONTRACTOR acknowledges that Owner is not making any representations or warranties with respect to the sufficiency of such security service or the reliability thereof, and Licensee agrees not to rely on such security service and shall be solely responsible for the provision of security service for the License Area.

9) Fuel. Sec. 315 Fuel is amended to include:

C. CONTRACTOR will fuel diesel vehicles at CONTRACTOR provided facility. The invoice to the District will be based on the average monthly cost of fuel purchased from CONTRACTOR's fuel supplier plus the \$.01 per gallon for the California Excise Tax plus \$.03 for delay in receiving the Federal Excise Tax Credit less the \$.17 Federal Excise Tax Credit:

Average supplier billing for the month \$ base cost

California Excise Tax \$.01
Cost of facility and credit delay \$.03
Federal Fuel Tax Credit \$.17

Net Marin Transit price per gallon \$ base cost less \$.13 per gallon

10) SEC. 401 COMPENSTATION TO CONTRACTOR, is amended to include

Hi. Maximum Cost to District. In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$34,755,795, excluding direct payments outlined in the contract for fuel and major vehicle repairs. Should the funding source for this Contract be reduced, Contractor agrees that this maximum

reduction.	
11) Attachment A will be replaced in its entirety wi Compensation.	th the attached revised Attachment A,
IN WITNESS WHEREOF, the parties hereto have	executed this
Addendum on the day first written above.	
CONTRACTOR:	MARIN COUNTY TRANSIT DISTRICT
Bv	

cost to District may be amended in written notice for District to reflect that

ATTACHMENT A COMPENSATION

Marin Transit Price Summary

	Base Years			Exercised Option Year 1	Exercised	Option Year 2
Cost per Revenue Hour - Package 1					Up to 94,000 revenue hours	> 94,000 revenue hours
Service	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	
Hourly Rate	\$49.84	\$51.34	\$52.89	\$54.49	\$79.31	\$77.98
Fixed Monthly Fee	\$167,366	\$172,387	\$177,558	\$182,885	\$233,381	\$267,510

One Time Costs

Contract Start-Up Expense \$10,000

Route Start-UP Costs (service expansion) Not to exceed \$10,000

Driver Barriers \$600 per vehicle

COVID-Related Expenses

Reimbursement for direct costs allowed in Section 401.K.a. shall be for direct costs incurred during the period July 1, 2021 through the end of the contract, shall be identified as a separate item on the monthly invoice, and shall not exceed \$36,000 annually. Labor associated with cleaning covered under this amendment shall be billed out at \$35.00 per hour.

Reimbursement for up to two hours, per vaccination, for all Marin Airporter drivers who are willing receive the COVID-19 vaccination. A maximum of two vaccinations per driver will be reimbursed. These costs should be requested based on the actual pay rate of the driver receiving vaccination and shall be identified as a separate item on the monthly invoice. Backup documents shall include the driver IDs or names for which reimbursement is requested. These reimbursements shall not exceed \$10,000 in total.

Driver Compensation

Effective July 1, 2022, minimum wages for all drivers will be increased to \$26.00 per hour. CONTRACTOR shall continue to offer merit increases as appropriate. CONTRACTOR shall provide proof of compensation increases to District if requested (e.g. month over month payroll comparisons after increase is awarded).

ATTACHMENT B VEHICLE INVENTORY

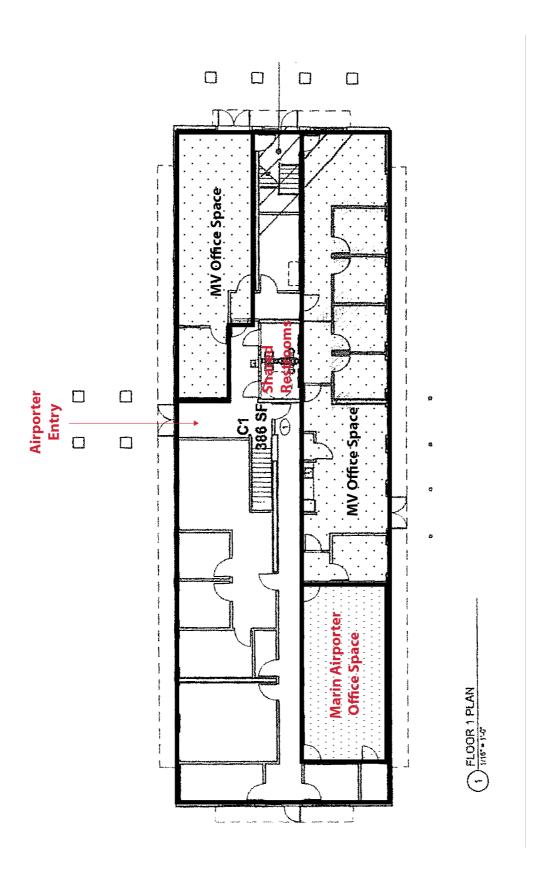
Vehicle #	VIN	License	Subfleet	Length	Fuel Type	Acquisition Date	In-Service Date	Replacement Year
105	1FDFE4FS9DDA72661	1397121	2013 Ford Aerotech	24 ft	Gasoline (GA)	7/24/2013	8/1/2013	Active Retired
114	1FDFE4FS2DDA83873	1397093	2013 Ford Aerotech	22 ft	Gasoline (GA)	7/7/2013	8/1/2013	Active Retired
1501	15GGE301XG1092953	1336039	2015 Gillig 30ft	30 ft	Hybrid Diesel (HD)	2/8/2016	4/13/2016	2027
1502	15GGE3011G1092954	1336040	2015 Gillig 30ft	30 ft	Hybrid Diesel (HD)	2/8/2016	8/12/2016	2027
1503	15GGE3013G1092955	1336041	2015 Gillig 30ft	30 ft	Hybrid Diesel (HD)	2/8/2016	5/16/2016	2027
1504	15GGE3015G1092956	1432037	2015 Gillig 30ft	30 ft	Hybrid Diesel (HD)	2/8/2015	5/9/2016	2027
1505	15GGD3012F1181501	1336020	2015 Gillig 40ft	40 ft	Hybrid Diesel (HD)	12/7/2015	1/19/2016	2027
1506	15GGD3012G1181502	1336034	2015 Gillig 40ft	40 ft	Hybrid Diesel (HD)	2/8/2016	3/9/2016	2027
1507	15GGD3014G1181503	1336035	2015 Gillig 40ft	40 ft	Hybrid Diesel (HD)	2/8/2016	3/14/2016	2027
1508	15GGD3016G1181504	1336036	2015 Gillig 40ft	40 ft	Hybrid Diesel (HD)	2/8/2016	3/9/2016	2027
1509	15GGD3018G1181505	1336037	2015 Gillig 40ft	40 ft	Hybrid Diesel (HD)	2/8/2016	3/14/2016	2027
1510	15GGD301XG1181506	1336038	2015 Gillig 40ft	40 ft	Hybrid Diesel (HD)	2/8/2016	4/30/2016	2027
1511	15GGD3011G1181507	1432036	2015 Gillig 40ft	40 ft	Hybrid Diesel (HD)	2/8/2016	5/9/2016	2027
1680	1FDE4FS0GDC56729	1474532	2016 El Dorado Aerotech 240	24 ft	Gasoline (GA)	8/10/2016	8/10/2016	2023
1701	15GGD3016H3188166	1432061	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	11/30/2017	3/12/2018	2029
1702	15GGD3018H3188167	1432062	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	11/30/2017	3/12/2018	2029
1703	15GGD301XH3188168	1432063	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	11/30/2017	3/12/2018	2029
1704	15GGD3011H3188169	1432064	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	11/30/2017	3/12/2018	2029

Vehicle #	VIN	License	Subfleet	Length	Fuel Type	Acquisition Date	In-Service Date	Replacement Year
1705	15GGD3018H3188170	1432065	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	11/30/2017	3/12/2018	2029
1706	15GGD301XH3188171	1432066	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	11/30/2017	3/12/2018	2029
1707	15GGD3011H3188172	1432067	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	12/1/2017	3/12/2018	2029
1880	1FDFE4FS2JDC16420	1553405	2018 El Dorado Aerotech	24 ft	Gasoline (GA)	8/15/2018	10/2/2018	2029
1980	1FDFE4FS1KDC13252	1559415	2019 El Dorado Aerotech	24 ft	Gasoline (GA)	2/1/2019	5/6/2019	2029
2080	1FDFE4FS3KDC73081	1610011	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/5/2021	2032
2081	1FDFE4FS7KDC73083	1610012	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/9/2021	2032
2082	1FDFE4FS9KDC73084	1610013	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/3/2021	2032
2083	1FDFE4FSFKDC73087	1610024	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/16/2021	2032
2084	1FDFE4FS8KDC73092	1610025	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/4/2021	2032
2085	1FDFE4FS7KDC73097	1610026	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/10/2021	2032
2086	1FDFE4FS8KDC73108	1610027	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/15/2021	2032
2087	1FDFE4FS8KDC73027	1610028	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/15/2021	2032
2088	1FDFE4FS2KDC73024	1610029	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/5/2021	2032
2101	15GGD2817M3196544	TBD	2021 Gillig 40' Electric Bus	40 ft	Electric Battery (EB)	12/29/2021	TBD	2033
2102	15GGD2819M3196545	TBD	2022 Gillig 40' Electric Bus	40 ft	Electric Battery (EB)	1/18/2022	TBD	2033
2103	15GGD2810M3196546	TBD	2023 Gillig 40' Electric Bus	40 ft	Electric Battery (EB)	1/27/2022	TBD	2033
2104	15GGD2812M3196547	TBD	2024 Gillig 40' Electric Bus	40 ft	Electric Battery (EB)	1/24/2022	TBD	2033

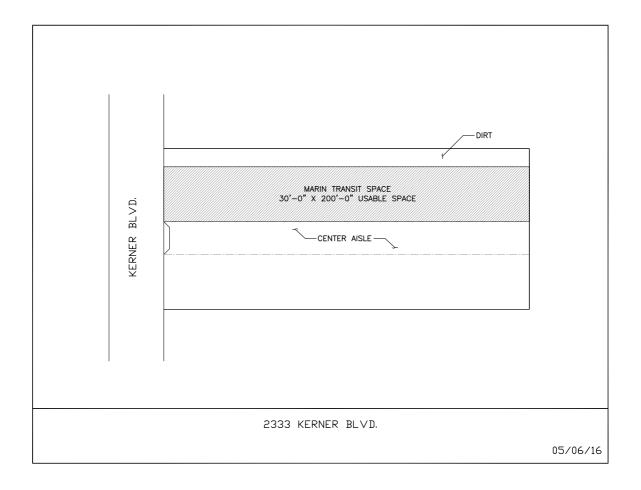
ATTACHMENT N

600 Rush Landing License Area





ATTACHMENT O 2333 Kerner License Area (Vacant Lot)





711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org May 2, 2022

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

SUBJECT: Eighth Amendment to Agreement with MV Transportation for Operations and Maintenance Services

Dear Board Members:

RECOMMENDATION: Approve Amendment #8 with MV Transportation to extend the term through June 30, 2023 and adjust compensation.

SUMMARY: Marin Transit's current contract for Operations and Maintenance – Package 2 of supplemental and recreational service with MV Transportation began on July 1, 2018. The term of the contract is three years with two additional option years. The first option year is scheduled to expire on June 30, 2022. On March 7, 2022 your Board authorized staff to provide a notice of intent to exercise the second contract extension for this additional year and extending the term of the contract until June 30, 2023. The attached amendment extends the terms of this agreement and includes an adjustment to compensation to account for additional maintenance staffing needs negotiated with the contractor.

Staff recommends approving the attached amendment. Marin Transit's ongoing monitoring and planning efforts will ultimately determine service levels for routes operated under this agreement during FY 2022/23. Based on anticipated service levels included in the budget for Rural, Supplemental and Muir Woods Shuttle services, staff estimates that MV will operate approximately 28,500 annual hours of service under this extension.

FISCAL/STAFFING IMPACT: Contract rates for Option Year #2 are shown in the table below. Additional costs related to maintenance staffing are included as direct reimbursable costs and do not impact the fixed or variable rates. Based on these rates and the budgeted service levels, the not to exceed amount for the contract increases by \$3.3 million to \$17,533,249.

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo

Contract Year	1	2	3	Option 1	Option 2
Fiscal Year	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23
Annual Revenue Hours	29,373	26,121	35,933 (est.)	30,000 (est.)	28,500 (est.)
Cost per Revenue Hour ¹	\$56.59	\$57.00	\$58.67	\$60.26	\$62.20
Monthly Fixed Fee ¹	\$112,143	\$115,617	\$123,237	\$123,377	\$126,570

^{1.} Rates are developed on a tiered system based on estimated annual revenue hours.

There is no staffing impact associated with this item.

Respectfully submitted,

Robert Betts
Director of Operations and Planning

Attachment:

1. Amendment #8 to the MV Transportation Agreement #1093

EIGHTH AMENDMENT TO AGREEMENT

BY AND BETWEEN THE

MARIN COUNTY TRANSIT DISTRICT AND MV PUBLIC TRANSPORTATION, INC. COMMENCEMENT DATE JULY 1, 2018

THIS AMENDMENT is made and entered into this __th day of ____ 2022, by and between the MARIN COUNTY TRANSIT DISTRICT, a political subdivision of the State of California (hereinafter referred to as "District") and MV Public Transportation, Inc. (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District and the Contractor entered into an agreement (#171871) for fixed route operations and maintenance services to commence on July 1, 2018 ("Agreement"); and

WHEREAS, the First Amendment (#171882) to the Agreement added two required Federal Transit Administration clauses to Attachment J as evidenced in the First Amendment to Agreement; and

WHEREAS, the Second Amendment (#171883) to the Agreement included additional call center, dispatch, and administration to support the Catch-A-Ride program and Marin Transit Connect program; and

WHEREAS, the Third Amendment (#192064) to the Agreement allowed Marin Transit to reimburse the Contractor for planned service from the period of April 1, 2020 – June 30, 2020 using funding from the CARES Act by adding section H. COVID-19 Public Health Emergency Payments to Section 401 COMPENSATION TO CONTRACTOR; and

WHEREAS, the Fourth Amendment (#202104) to the Agreement extended the reimbursement of COVID related costs until June 30, 2021 and updated the Catch-A-Ride fare policy to reflect new User Subsidies; and,

WHEREAS, the Fifth Amendment (#202167) amended Section 401 COMPENSATION TO CONTRACTOR to allow additional reimbursements for COVID-19 related costs; and,

WHEREAS, the Sixth Amendment (#1003) amended the contract to exercise one option year and extend the term of the agreement to June 30, 2022; and,

WHEREAS, the Seventh Amendment (#1034) added a clause to Section 2. FEDERAL CONTRACT CLAUSES as required by the FTA and added a clause to Section 40. COMPENSATION TO CONTRACTOR that specified the maximum cost to the District as required by FTA; and,

WHEREAS the parties wish to exercise the second option year and extend the term of the agreement to June 30, 2023; and,

WHEREAS the parties wish to update ATTACHMENT A COMPENSATION to allow for added maintenance support; and,

WEREASE the Maximum Cost to the District is increased by \$3,321,540 to a total of \$17,533,249; and,

WHEREAS, the parties wish to update ATTACHMENT F STAFFING AND PERSONNEL PLAN to reflect changes in staffing over the period of the agreement.

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 three (3) years (the Base Contract Term) beginning on the Commencement Date with two (2) one (1) year options for a total possible Contract term of five (5) years. The Contract Term will commence on July 1, 2018 (the Commencement Date). The second option year has been awarded and the contract term is extended to June 30, 2023.

- 3) SEC. 401 COMPENSTATION TO CONTRACTOR, Maximum Cost to District is amended to read:
 - **I. Maximum Cost to District.** In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$17,533,249, excluding direct costs as included in the contract, for fuel and major vehicle repairs. Should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended in written notice for District to reflect that reduction.
- 4) Attachment A will be replaced in its entirety with the attached revised Attachment A, Compensation.
- 5) Attachment F STAFFING AND PERSONNEL PLAN is amended as attached.

IN WITNESS WHEREOF, the parties have entered into this Amendment on the date above written.

MARIN COUNTY TRANSIT DISTRICT	MV Public Transportation, Inc.
By General Manager	Ву
	Title

ATTACHMENT A COMPENSATION

Cost per Revenue Hour -		Base Years					Awarded Option Years			on Years
Package 2 Service	F	Y 18/19	F	Y 19/20	F	Y 20/21	F	Y 21/22		FY 22/23
Hourly Rate	\$	56.59	\$	57.00	\$	59.16	\$	60.26	\$	62.20
Fixed Monthly Fee	\$	112,143	\$	115,617	\$	120,302	\$	123,377	\$	126,570 ⁽¹⁾

^{1.} District agrees to reimburse directly for added maintenance support, in addition to, the monthly fixed fee shown at an amount not to exceed \$7,759per month. These payments will be made only when the added staffing is in place.

Alternate Compensation Tables for revenue hour increases or decreases of more than 10%

	Α	В	С	D	E
	20%-30%	10%-20%	Base Year	10%-20%	20%-30%
	decrease	decrease	Dase real	increase	increase
	over	over	FY 18/19	over	over
	Base Year	Base Year		Base Year	Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$57.40	\$56.95	\$56.59	\$56.30	\$56.05
MONTHLY FIXED FEE	\$109,302	\$110,722	\$112,143	\$113,564	\$114,986

	80%	90%	Base Year	110%	120%
	of	of	FY 19/20	of	of
	Base Year	Base Year		Base Year	Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$57.71	\$57.31	\$57.00	\$56.74	\$56.52
MONTHLY FIXED FEE	\$112,745	\$114,180	\$115,617	\$117,054	\$118,492

	80%	90%	Base Year	110%	120%
	of	of	FY 20/21	of	of
	Base Year	Base Year		Base Year	Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$59.89	\$59.48	\$59.16	\$58.89	\$58.67
MONTHLY FIXED FEE	\$117,369	\$118,835	\$120,302	\$121,769	\$123,237

	80% of Base Year	90% of Base Year	Executed Option Year 1 FY 21/222	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$60.87	\$60.53	\$60.26	\$60.04	\$59.85
MONTHLY FIXED FEE	\$120,397	\$121,887	\$123,377	\$124,867	\$126,358

	80%	90%	Executed Option Year 2	110%	120%
	of	of	FY 22/23	of	of
	Base Year	Base Year		Base Year	Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$62.78	\$62.46	\$62.20	\$61.99	\$61.82
MONTHLY FIXED FEE	\$123,535	\$125,052	\$126,570	\$128,088	\$129,607

ATTACHMENT F STAFFING AND PERSONNEL PLAN

Staff Member	Title	% Dedicated to Package 2
Peter Edwards	General Manager	50%
Curtis Schleth	Operation Manager	100%
Steve Souza	School Coordinator	100%
Christy Bailey	Safety and Training Manager	100%
Tucker Rivers	Supervisor/Muir Woods	100%
Edward Arquette	Maintenance Manager	100%

Package 2 – All Personnel

Vehicle Operators ⁽¹⁾	22 Full Time
General Manager	1 Full Time
Operations Manager	1 Full Time
Accounting Manager	1 Full Time
Road Supervisor	3 Full Time
Dispatcher	1 Part Time
School Coordinator/Muir Woods	1 Full Time
Muir Woods Host	1 Full Time
Safety and Training Manager	1 Full Time
Classroom Trainer	1 Full Time
Maintenance Manager	1 Full Time
A-Level Mechanic	2 Full Time
B-Level Mechanic	2 Full Time
Vehicle Service Worker	1 Part Time

1. As of December 1, 2021, CONTRACTOR increased the minimum driver wage to \$25.00 per hour.



May 2, 2022

711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org Honorable Board of Directors Marin County Transit District 3501 Civic Center Drive San Rafael, CA 94903

SUBJECT: Marin County Transit District Draft Operating and Capital Budget for FY 2022/23

Dear Board Members:

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo **RECOMMENDATION:** Review draft FY 2022/23 budget and provide comments.

SUMMARY: Marin Transit's draft budget for July 1, 2022 to June 30, 2023 reflects the priorities and financial projections in the FY2020-FY2029 Short Range Transit Plan with adjustments to respond to conditions changed by the COVID-19 pandemic.

The FY 2022/23 expenditure budget for operations and capital projects is \$53.2 million. The expenditure budget allows for a fully funded Emergency Reserve (two months operating expenses), a Contingency Reserve of four months of operating expenses, and a Capital Reserve of \$16.7 million. The significant uncertainties and fluctuations that were central to the budget cycles during the first two years of the pandemic have calmed. While ridership is not at pre-COVID levels, fixed route ridership is approaching 80% of normal and demand response ridership is continuing to recover. Fixed route programs have all been restored and the budget includes adjustments to reflect current service demand, back fills for regional routes that are not being restored and addresses long term sustainability.

Local sales tax revenues have grown, state operations revenues have increased, and the budget includes the final expenditure of federal relief funds. Offsetting the strong revenue growth, inflation is at record highs and driving labor shortages that translated to increases in purchased transportation costs and challenges maintaining service quality.

The operating expense budget of \$39.6 million is an eleven percent increase over the FY2022/23 budget and provides for a similar level of fixed route service, increased paratransit service and increased purchased transportation and fuel expenses.

After a period of freezing salary and benefits due to unknowns during the FY2020/21, the region is now experiencing record inflation rates that create pressure for the District to ensure competitive salaries to retain and attract quality staff members. The budget includes adding three FTEs, one without a budget increase to adjust for vacancy rates and two to address ongoing work load increases related to oversite of facilities, procurement, and federal compliance.

Table 1: Budget Summary

	FY2020/21 Actual	FY2021/22 Revised Budget	FY 2021/22 Estimated Actual	FY 2022/23 Budget
Revenue				
Operations	34,539,935	37,036,527	37,354,795	42,252,270
Capital	5,754,427	8,182,709	7,530,409	9,999,380
Total Revenue	\$40,294,362	\$45,219,236	\$44,885,204	\$52,251,650
Expenditures				
Operations	29,834,625	35,730,684	33,414,013	40,272,249
Capital	5,685,746	17,106,296	10,459,584	12,899,380
Total Expenditures	\$35,520,371	\$52,836,980	\$43,873,597	\$53,171,629
Net Change in Fund Balance	\$4,773,991	-\$7,617,744	\$1,011,607	-\$919,979
Emergency Reserve	5,852,845	5,896,957	5,896,957	6,712,042
Contingency Reserve	11,705,690	11,793,915	11,793,915	13,424,083
Capital Reserve	19,228,283	11,478,202	20,107,553	16,742,322
Fund Balance (total reserve)	\$36,786,818	\$29,169,074	\$37,798,425	\$36,878,446
Expenditure of Capital Reserve	0	5,680,000	2,929,175	2,900,000

The budget document attached to this report provides additional information and trends for the operations budget for Administration, Local Service, Yellow Bus Service, Rural Service, and Marin Access.

Marin Transit's capital expenditure budget is \$13.6 million to fund transit vehicles, bus stop improvements, transit technology projects, and other capital expenses. In FY2022/23 Marin Transit will complete the purchase of 10 paratransit vehicle replacements. Marin Transit is actively purchasing right-of-way for additional transit bus parking and the budget includes the larger facility project needed for installation of electric vehicle charging infrastructure and fixed route vehicle maintenance. Marin Transit successfully purchased a two-and-a-half-acre parcel (Rush Landing) in FY2019/20 and a paratransit maintenance facility in San Rafael in FY2021/22. These purchases will provide vehicle parking for only a portion of the fleet and a maintenance facility location only for the paratransit service. Additional facilities and facility improvements are needed to meet zero emission fleet requirements and accommodate Marin Transit's full parking and maintenance needs.

FISCAL IMPACT: None associated with the report. Staff will present a final budget for your Board's consideration at the June 6, 2022 meeting.

Respectfully submitted,

Lauren Gradia

Director of Finance and Capital Projects

Attachments: Marin County Transit District Draft Operating and Capital Budget for FY 2022/23 FY2022/23 Budget PowerPoint Presentation



MARIN TRANSIT BUDGET FY 2022/23

draft

Table of Contents

Marin Transit Budget Overview	3
Relevant Financial Policies	4
District Fund Balance	6
Local Sales Tax – Measure A and Measure AA	6
Operations Budget	9
District Revenue	11
District Expenses	14
Administration	17
Local Service	25
Yellow Bus Service	31
Rural Service	25
Marin Access (Paratransit and Mobility Management)	27
Capital Budget	33
Vehicles	
Bus Stop Improvements	34
Administrative and Operations Facilities	35
Technology Projects	35
Other Measure A/AA Capital Expenses	35

Tables

Table 1: Budget Summary	3
Table 2: Operations Budget (Admin, Local, Yellow Bus, Rural & Marin Access)	10
Table 3: Federal Relief Funds	12
Table 4: Revenue Variances in Operations Budget	13
Table 5: Expense Variances in Operations Budget	14
Table 6: Personnel Counts	16
Table 7: Administration Budget	18
Table 8: Local Budget Service Levels	19
Table 9: Local Service Budget	22
Table 10: Yellow School Bus Budget	24
Table 11: Rural Service Levels	26
Table 12: Rural Service Budget	26
Table 13: Marin Access Service Levels	37
Table 14: Marin Access Budget	39
Table 15: Capital Budget	36
List of Figures	
Figure 1:Programmed Measure A/AA Transit Funds by Fiscal Year (TAM Projection & Actual Receipts)	7
Figure 2: Local Sales Tax Expenditures by Fiscal Year (Measure A/AA)	
Figure 3: Revenue Sources for FY 2022/23 Budget	
Figure 4: Operations Expenses for FY 2022/23 Budget	
Figure 5: Marin Transit FY 2022/23 Organization Structure	
Figure 6: Local Revenue Service Hours by Program	
Figure 7: Local Passenger Trips by Program	
Figure 8: Rural Service Level and Ridership Trends	
Figure 9: Marin Access Revenue Hours by Program	
Figure 10: Marin Access Passengers by Program	
Figure 11: Capital Project Budget by Type	33

Marin Transit Budget Overview

The Marin County Transit District (Marin Transit) is responsible for local transit service within Marin County, and pre-COVID provided over 3.2 million unlinked passenger trips per year and over 250,000 revenue hours of service. The FY 2022/23 expenditure budget for operations and capital projects is \$53.2 million. The expenditure budget allows for a fully funded Emergency Reserve (two months operating expenses), a Contingency Reserve of four months of operating expenses, and a Capital Reserve of \$16.7 million. The significant uncertainties and fluctuations that were central to the budget cycles during the first two years of the pandemic have calmed. While ridership is not at pre-COVID levels, fixed route ridership is approaching 80% of normal and demand response ridership is continuing to recover. Fixed route programs have all been restored and the budget includes adjustments to reflect current service demand, back fills for regional routes that are not being restored and addresses long term sustainability. Local sales tax revenues have grown, state operations revenues have increased, and the budget includes the final expenditure of federal relief funds. Offsetting the strong revenue growth, inflation is at record highs and driving labor shortages that translated to increases in purchased transportation costs and challenges maintaining service quality.

Marin Transit delivers services through contract operators. These include: Golden Gate Bridge Highway & Transportation District (GGBHTD), Marin Airporter, MV Transportation, and Transdev. Marin Transit's Short Range Transit Plan (SRTP) is the primary service and financial planning document for the District and includes ten years of financial projections for operations and capital programs. The District's Board adopted the most recent SRTP on February 3, 2020 but board approved modifications to the service plan have been made to address unanticipated needs during the COVID-19 pandemic.

Table 1: Budget Summary

	FY2020/21 Actual	FY2021/22 Revised Budget	FY 2021/22 Estimated Actual	FY 2022/23 Budget
Revenue				
Operations	34,539,935	37,036,527	37,354,795	42,252,270
Capital	5,754,427	8,182,709	7,530,409	9,999,380
Total Revenue	\$40,294,362	\$45,219,236	\$44,885,204	\$52,251,650
Expenditures				
Operations	29,834,625	35,730,684	33,414,013	40,272,249
Capital	5,685,746	17,106,296	10,459,584	12,899,380
Total Expenditures	\$35,520,371	\$52,836,980	\$43,873,597	\$53,171,629
Net Change in Fund Balance	\$4,773,991	-\$7,617,744	\$1,011,607	-\$919,979
Emergency Reserve	5,852,845	5,896,957	5,896,957	6,712,042
Contingency Reserve	11,705,690	11,793,915	11,793,915	13,424,083
Capital Reserve	19,228,283	11,478,202	20,107,553	16,742,322
Fund Balance (total reserve)	\$36,786,818	\$29,169,074	\$37,798,425	\$36,878,446
Expenditure of Capital Reserve	0	5,680,000	2,929,175	2,900,000

Budget Process and Timeline

The budget process begins in late February as a review of District and program level goals and objectives with finance and operations staff. This year, the Board heard three presentations on the state of the system and financial outlook to inform service planning for the FY2022/23. Staff then held internal meetings focused on each program area. The Director of Finance compiled all the program data and developed a draft budget to present to the Board of Directors at the May meeting. The final budget will incorporate any changes from the draft version, and the Board considers adoption of the budget at their June meeting.

The following is the timeline for fiscal year July 1, 2022 to June 30, 2023 (FY2022/23) budget development: January 2022 – March 2022

Board presentations on State of the System and Financial Projections

March 1, 2022 Budget kick-off meeting

March-April 2022 Program level budget meetings
May 2, 2022 Draft presented to Board of Directors

June 6, 2022 Adoption of final budget

Relevant Financial Policies

This section details financial policies relevant to the District's annual budget and budget process. The Board has adopted these policies as part of the FN-01 policy document.

Basis of Accounting

Marin Transit's resources are allocated to and accounted for in the financial statements as an enterprise fund type of the proprietary fund group. Enterprise funds are accounted for on a flow of economic resources measurement focus. Marin Transit also uses the accrual basis of accounting, recording revenues when earned, and recording expenses at the time the liability is incurred. Grant revenue is recognized when program expenditures are incurred in accordance with program guidelines. Proprietary funds further distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

When both restricted and unrestricted revenues are available for use, it is Marin Transit's policy to use restricted revenues first then unrestricted revenues as they are needed.

Annual Budget Adoption

The Marin Transit Board of Directors adopts an annual budget for Marin Transit's fiscal year starting July 1 and ending June 30. Under the direction of the Director of Finance, staff develops a balanced budget for the Board of Directors that provides sufficient and sustainable funding for local transit service needs using the following guidelines:

- Maintain adopted reserve level
- Preserve a balance of revenues and expenditures over a ten-year horizon
- Provide for Short Range Transit Plan (SRTP) adopted service levels
- Allow for innovative growth

The Board adopts the annual budget for the coming fiscal year no later than the June Board of Directors meeting.

Budget Amendment

Budget control occurs at the total program level (administration, local, yellow bus, rural, Marin Access, facility, capital). Deviations from budgeted line item amounts are acceptable if the total program expenses do not exceed the budget authority.

Budget authority transfers between programs require General Manager approval and must be made such that total budget expenditures are not exceeded.

In the event that overall expenditures are anticipated to exceed the approved annual budget authority, Board of Directors' approval is required prior to incurring the expense. Requests for budget amendments must include adequate supporting documentation and identification of available revenue to support the expenditure. If circumstances require immediate action, the General Manager may act in place of the Board of Directors and must present the expenditure to the Board of Directors at the next possible opportunity.

All budget amendments are reported to the Board quarterly, as part of the quarterly finance reports.

Reserve Policy

Marin Transit maintains an unrestricted reserve consisting primarily of property tax revenues. The District is dependent on many diverse funding sources for the operation of its services that are subject to state and federal funding availability and administrative processes. The reserve balance is essential to mitigate current and future risk of revenue shortfalls and unanticipated expenditures. The following reserve balance policy provides parameters on desired levels and uses of unrestricted reserve funds. The reserve balance levels are defined to minimize disruptions to the District's services due to fluctuation in funding and in accordance with the Government Finance Officers Association (GFOA) recommendations.

The District shall strive to maintain a reserve balance equivalent to a minimum of two months and up to a maximum six months operating expenses based on the adopted budget.

Any reserve balance equal to but not exceeding two months operating expenditures is defined as the emergency reserve. The emergency reserve will be available for use during prolonged revenue shortages to sustain District operations until service reductions, program cuts, or fare increases are made to reestablish a balanced budget and restore the emergency reserve.

Any reserve balance greater than two months of operating expenditures, but less than four months of operating expenditures, is defined as the contingency reserve. The contingency reserve is available to maintain current service levels during short-term periods of declining revenue or slower than anticipated revenue growth.

When the emergency reserve is fully funded and the contingency reserve is funded with the equivalent of at least two months of operations funds, the District may fund a capital reserve through the budgeting process. The capital reserve is available to provide resources for high priority capital projects or grant matching funds. The reserve is designed to reduce the District's future needs for borrowing or bonding for large capital projects. With Board approval, capital reserve funds can be transferred to the contingency reserve or the emergency reserve if these funds fall below the target levels.

If, for a prolonged period, the total reserve balance held in emergency and contingency reserves exceeds six months of operating expenditures, Marin Transit will consider options such as but not limited to: expanding transit service or decreasing fares in an effort to provide the optimal level of transit service and benefits to Marin County.

Indirect Costs

In order to provide for the reasonable and consistent allocation or distribution of costs to its various grants and funding programs, Marin Transit develops an Indirect Cost Rate Proposal (ICRP) annually. The ICRP is designed in accordance with Federal Title 2 CFR 200 and is approved by the Federal Transit Administration (FTA).

District Fund Balance

Marin Transit's fund balance represents the total unrestricted net position made up of local property tax funding. Each year, the fund balance increases or decreases by the net difference between total revenue and total expenses for the year. Marin Transit's Board-adopted policy designates an Emergency Reserve equivalent to two months of operating expenses and a Contingency Reserve equivalent to an additional two to four months of operating expenses. Marin Transit staff and Board Members review 10-year projections of revenues and expenses in the SRTP to ensure long term financial stability while maximizing mobility for local transit riders.

Marin Transit was in a strong financial position before the COVID-19 pandemic, and this helped prevent the need to make service cuts based on preliminary projections of revenues losses. Prior to the pandemic, Marin Transit has been able to rebuild the District's fund balance based on strategic efforts to lower service contract rates and control administrative costs combined with revenues from a strong economy. Federal relief funds allowed Marin Transit to continue to have a balanced budget during the COVID-19 pandemic and back fill for drops in fare revenue, and state operations revenue.

Marin Transit's FY2022/23 budget includes the expenditure of \$2.9 million in Capital Reserve funds on facility projects. There is net decrease the District's reserve of \$919,979, and after increasing the operations reserves to the approved levels, the Capital Reserve decreases to \$16.7 million.

Local Sales Tax – Measure A and Measure AA

On November 6, 2018, Marin County voters passed Measure AA, a renewal to the county's ½-cent transportation sales tax and new expenditure plan. The first ½-cent sales transportation sales tax (Measure A) was a 20-year measure passed in 2004 and FY2024/25 would have been the last year of the sales tax. The renewal measure (Measure AA) is a 30- year extension effective April 2019. Local sales tax funding provides approximately 32% of Marin Transit's operating revenues. The sales tax also provides a share of capital funds needed to match federal and state grant funding for vehicles.

The new expenditure plan was updated to reflect the needs of Marin County and projects that were completed under Measure A. Measure AA continues to prioritize local transit and the voter approved expenditure plan indicates that 55% of allocated sales tax revenues will go to local transit. The expenditure plan for Measure AA changed the sub-strategies and their allocations within the transit strategy. Measure AA commits funding in the transit strategy to school transportation and ferry access and reduces funding for Bus Transit Facilities. The amount of funding going to local transit is reduced in the new measure due the need to restart "off the top" commitments that had ended in the old Measure (Figure 1).

The Transportation Authority of Marin (TAM) programs Measure A/AA funding to the District based on projections and adjusts future year balances to account for actual sales tax receipts. Based on the programmed amounts, Marin Transit requests annual allocations of funds from TAM. Figure 1 shows Marin Transit's share of Measure A and Measure AA projected revenues and actual receipts. TAM established a reserve fund under Measure A to account for potential economic declines that could adversely impact sales tax collections. Current year sales tax allocations include the return of Measure A funding that was held as TAM reserves new Measure AA reserve funds are collected.

Marin County has seen strong sales tax returns in during the pandemic due to the combination of strong sales and the Wayfair decision that increased the collection of sales tax for purchases made online. TAM recently reported sales tax growth of 12.8% in FY2020/21 and 10.3% in FY2021/22. TAM is projecting conservative growth of 2.5% in FY2022/23 but with the increased base from two years of over 10% growth this is a significant restoration of funding available to Marin Transit.

TAM's adjustments to Measure AA projections increases annual Measure AA funds available to Marin Transit by more than \$3.0 million per year and creates \$6.5 million in carryfoward funds.

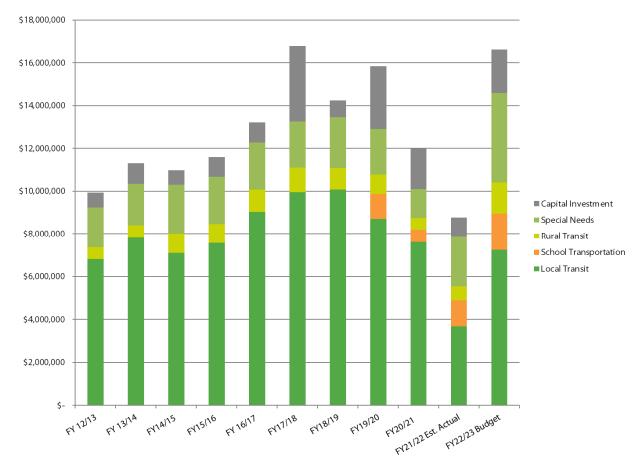


Figure 1:Programmed Measure A/AA Transit Funds by Fiscal Year (TAM Projection & Actual Receipts)

The District's actual expenditure of Measure A/AA revenue varies due to capital replacement cycles and the availability of other grant funds in a particular year (Figure 2). In any given year, unclaimed Measure A/AA revenue is available for TAM to allocate to Marin Transit in future years. With the FY2022/23 requested allocations, Marin

Transit will have an estimated carryover of \$8.9 million in Local Service subcategory and \$900,000 in Schools subcategory. TAM holds these unallocated funds, and they are not included in Marin Transit's Emergency or Contingency Reserve funds. Instead, Marin Transit programs these funds in the ten-year operation and capital financial forecasts in the adopted SRTP. Figure 2 shows the annual expenditure of local sales tax funds by category. Consistent funding availability is critical to maintaining transit service operations.

Figure 2: Local Sales Tax Expenditures by Fiscal Year (Measure A/AA)



Operations Budget

Marin Transit's FY2022/23 operations budget provides for operation of the following services:

Local Basic and Local Trunkline 114,200 revenue hours

Local Connector (Community Shuttles) 42,000 revenue hours

Supplemental School and Partnership 5,000 revenue hours

Muir Woods Shuttle 6,500 revenue hours

Novato Dial-A-Ride 2,000 revenue hours

Yellow School Bus Service 5 buses

West Marin Stagecoach Service 17,000 revenue hours

Rural Dial-A-Ride Service 400 revenue hours

Local Paratransit Service 43,000 revenue hours

Regional Paratransit Service 5,000 revenue hours

Catch-A-Ride 4,000 trips

Volunteer Driver 10,000 trips

Transit Connect 6,500 revenue hours

The operating expense budget of \$39.6 million is an eleven percent increase over the FY2022/23 budget and provides for a similar level of fixed route service, increased paratransit service and increased purchased transportation and fuel expenses.

Table 2: Operations Budget (Admin, Local, Yellow Bus, Rural, & Marin Access)

	FY2020/21 Actual	FY2021/22 Revised Budget	FY 2021/22 Estimated Actual	FY 2022/23 Draft Budget	% Δ from FY2021/22 Budget
Revenue					
Fare Revenue	1,654,777	3,017,579	2,778,556	3,226,145	7%
Advertising & Other Revenue	367,408	610,447	571,792	203,500	-67%
Reimbursements (GGBHTD)	1,267,335	1,342,481	1,584,986	1,537,773	15%
Interest	125,928	160,700	20,279	25,700	-84%
Measure A/AA	10,265,372	12,726,002	8,306,458	13,521,355	6%
Measure B	910,679	944,943	932,057	950,000	1%
Property Taxes	4,975,162	4,940,101	5,261,979	5,245,000	6%
Development Fees	56,556	45,500	48,429	44,100	-3%
State Transit Assistance (STA)	1,680,205	2,384,860	2,600,376	3,012,985	26%
Transportation Development Act (TDA)	3,817,097	5,871,942	6,565,228	11,411,858	94%
Other State	32,769	32,300	19,813	16,300	-50%
FTA Funds	9,207,534	5,294,542	8,378,777	4,942,640	-7%
National Park Service	14,331	418,694	286,066	564,914	35%
Transfers to Capital Budget	(6,578)	(753,564)	(850,000)	(2,450,000)	225%
Total Revenue	34,368,575	37,036,527	36,504,796	42,252,270	14%
Expenses				-	
Salaries and Benefits	2,478,182	2,806,721	2,542,052	3,182,288	13%
Professional Service	299,251	590,752	334,210	622,484	5%
Professional Service- Legal	15,999	103,000	89,721	150,000	46%
Security and Maintenance	220,559	388,631	367,723	400,564	3%
Customer Service	681,567	569,638	841,022	672,695	18%
Mobility Management Support Programs	0	92,360	5,000	102,731	11%
Grants to Other Agencies	232,085	410,406	670,338	540,000	32%
Materials and Supplies	330,566	397,352	330,000	410,191	3%
COVID Cleaning and Supplies	219,261	342,000	87,653	0	-100%
General Insurance	63,052	72,928	84,746	115,000	58%
Contract Service Operation	23,220,992	26,229,348	24,990,492	30,297,613	16%
Membership & Prof Development	34,694	53,888	53,714	85,500	59%
Mileage and Travel	413	25,750	8,507	25,000	-3%
Marketing	96,232	178,411	51,608	162,620	-9%
Communication	188,554	264,888	283,846	248,487	-6%
Fuel	1,891,121	3,313,525	2,833,896	3,735,285	13%
Utitities (Facility)	0	65,000	44,542	66,050	2%
Vehicle and Vehicle Parking Leases	0	26,236	25,285	26,210	0%
Office - Rental and Overhead	140,532	146,260	150,000	183,960	26%
Partner Agency Pass Through	0	0	0	0	-
Transfers to Capital Budget	(363,742)	(346,410)	(380,340)	(754,430)	118%
Total Expenses	29,749,318	35,730,684	33,414,015	40,272,248	13%
Net Revenue Over Expenditures	4,619,257	1.305.843	3.090.781	1.980.022	

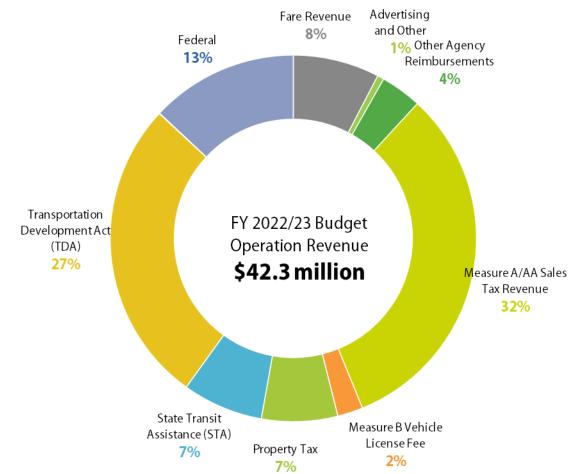
District Revenue

Marin Transit derives its revenues from multiple sources (Figure 3), with no single revenue source providing the majority of the District's operating funds. The primary revenue sources for Marin Transit operations are:

- Measure A /Measure AA sales tax operating funds;
- Transportation Development Act (TDA) funds;
- State Transit Assistance (STA) funds;
- Passenger fares; and
- Property taxes.

To develop revenue projections for the FY 2022/23 budget, staff referred to Metropolitan Transportation Commission (MTC) revenue projections for STA and TDA, used TAM's allocation numbers for Measure AA, and reviewed recent economic indicators. As discussed in the Measure A/AA section, Marin County experiences strong and stable sales tax growth. Similar to Measure AA, state funding based on sales tax did not decline as projected and this resulted in significant increases in available State Transportation Development Act funds (TDA). State funds increased to 34% of Marin Transit operations revenue from 22% in the prior budget.

Figure 3: Revenue Sources for FY 2022/23 Budget



Federal Relief Funds

During the pandemic Marin Transit is receiving timely and significant federal funding for transit operations. The funding in the three federal relief bills, Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriation Act of 2021 (CRRSAA), and the American Rescue Plan Act (ARPA) of 2021 (Table 3) allowed Marin Transit to maintain critical services throughout the pandemic. The funding was provided at a 100 percent federal share, with no local match required.

The Federal Transit Administration (FTA) allocated the formula funding to regions and states through the Section 5307 urbanized program and the Section 5311 rural program. The Metropolitan Transportation Commission (MTC) is the recipient of Section 5307 funds for the Bay Area. MTC worked quickly with all Bay Area transit agencies to develop a sub-allocation of the region's funding that reflects the initial needs of the transit agencies during this crisis and focused on restoring revenue losses for all operators. Funding through the Section 5311 program has been allocated by Caltrans.

Table 3 shows the total funding amounts Marin Transit was allocated from all relief bills. The FY2022/23 budget includes the expenditure of the remaining \$3.6 million in ARPA funds.

Table 3 Federal Relief Funds

Federal Relief Bill	Marin Transit Allocation	Anticipated Expenditure Year
Coronavirus Aid, Relief, and Economic Security (CARES) Act	\$10,176,307	FY2020, FY2021
Coronavirus Response and Relief Supplemental Appropriation Act of 2021 (CRRSAA)	\$4,178,691	FY2022
American Rescue Plan Act of 2021	\$6,589,000	FY2022, FY2023
Total	\$20,943,998	

Revenue Variances

All budgeted revenues that change more than \$250,000 compared to the prior budget are listed in Table 4 and each are described below.

Table 4: Revenue Variances in Operations Budget >\$250,000 variance compared prior year budget

Revenue Category	FY 2022/23 Budget	Variance from Prior Year Budget Amount (\$)		Notes
Advertising & Other Revenue	\$203,500	(\$406,947)	-67%	Reduction in revenue is from a drop in rental revenue from Rush Landing and an anticipated drop in revenues through the GGBHTD contract
Measure A/AA	\$13,521,355	\$795,353	+6%	With the drop in federal relief funds an increased amount of Measure AA funds will be used to fund operations
State Transit Assistance	\$3,012,985	\$628,125	+26%	Increased need for the expenditure of State funds combined with increased allocation amounts from Diesel Taxes and carryforward funds.
Transportation Development Act	\$11,411,858	\$5,539,916	+94%	Strong sales tax growth contributing to carryforward funds and a restoration of allocation levels to the County combined with an increased share of Marin County funds based on ridership and service provided.
FTA Funds	\$4,942,640	(\$351,902)	-7%	Final expenditure of federal relief funding is lower than prior year; federal funding for paratransit assistance increased \$200,000 based on increased funding in federal transportation reauthorization bill.

Advertising & Other Revenue includes advertising and leasing revenue from directly owned properties and through the GGBHTD agreement and is expected to drop significantly in the budget year. In FY2022/23, no revenue is anticipated from leasing Rush Landing due to changes in the contract terms. Preliminary negotiations with GGBHTD indicate that it is likely that the new contract will not include the pass through of rental revenue from the San Rafael transit center.

The budgeted Measure A/AA revenue increases in the FY2022/23 by \$795,00 (+6%). The increase is due to an increased need for local funds for operations once federal relief funds are fully expended. The budget includes the amount of Measure A/AA revenue the District expects to expend. The amount of the Measure A/AA available for allocation exceeds the expenditure amount in most of the sub-strategies (additional detail is included at the program budget level).

State Transit Assistance Funds (STA), from sales tax on diesel fuel are allocated in accordance with the statute where 50% is based on (a) locally generated revenue expended on transit operations (revenue based) and 50% is based on (b) the population of the County (population based). The three eligible transit operators in Marin County—Marin Transit, Golden Gate Bridge Highway and Transportation District (GGBHTD), and SMART—signed an agreement in FY 2017/18 to split population funds based on ridership and service provided to address MTC's new STA Population-Based Policy (MTC Resolution 4321). Marin Transit's share of population based funds increased from 41% to 61% due to the higher retention of passengers and service during the pandemic than other operators. This increased the

District's share by \$572,000. The budget includes the expenditure of \$1.5 million of revenue based STA based on operations needs and will carryforward \$2 million in unallocated funds.

Similar to Measure AA local sales tax revenue, Transportation Development Act (TDA) funding is also generated from sales tax which has had strong growth, resulting in \$1.6 million in additional prior year funds. Marin County TDA is split between Marin Transit and GGBHTD based on Marin County ridership and service hours provided. Marin Transit's relative share increased from 43.12% to 62.66%, increasing the District's annual share by \$3.0 million.

FTA funding primarily consists of \$3.6 million in federal relief funds and decreases seven percent in the FY2022/23 budget. This is the final expenditure of federal relief funding through the American Rescue Plan Act. Federal Section 5307 funding for paratransit operations also increased significantly due to increases in the recent federal transportation reauthorization bill.

District Expenses

Marin Transit provides local transit service through purchased transportation contracts. Under this structure, the majority of district operations expenses (Figure 4) are for contract service operation (71%) and associated fuel (9%) and other operations expenses (5%). Contract service operations includes local paratransit, regional paratransit and fixed route purchased transportation. The following sections discuss information and trends on general agency costs including staffing, consulting, fuel, and marketing. More detailed operations and service costs are discussed in later sections that correspond to the District's program areas: local service, yellow bus, rural service, and Marin Access. The District's operations budget is a 13% increase over the FY2021/22 budget reflecting a high inflation and labor shortage that are putting increasing pressure to increase purchase transportation costs in order to maintain the service quality. Specific budget categories with variances greater than \$250,000 are summarized in Table 5.

Table 5: Expense Variances in Operations Budget (>\$100,000 and >10%)

Expense	FY 2022/23	i ear buuget		Notes
Category	Budget	Amount (\$)	%	
Salaries and Benefits	\$3,294,308	\$487,587	+17%	The increased budget allows more significant merit-based increases to adjust for high inflation. The budget also accommodates promotions and three additional positions to adjust for vacancy rates and improve procurement, contracting and oversite.
Contract Service Operation	\$30,297,613	\$4,068,265	+16%	Significant increase to account for anticipated new GGBHTD operations contract, new rates on Marin Airporter contract, and allow for anticipated return in demand for paratransit services.
Fuel	\$3,735,285	\$421,769	+13%	This increase reflects recent increases in fuel prices and allows for volatility of fuel prices.

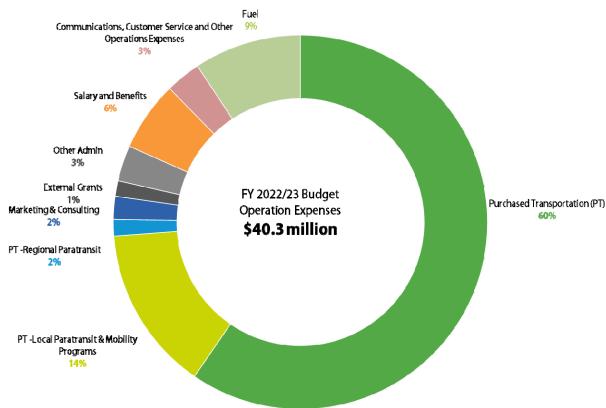


Figure 4: Operations Expenses for FY 2022/23 Budget

Staffing

Marin Transit directly employs all District staff. Benefits for regular employees include medical benefits coordinated through the County of Marin and an employer-funded defined contribution retirement program. After a period of freezing salary and benefits due to unknowns during the FY2020/21, the region is now experiencing record inflation rates that create pressure to for the District to ensure competitive salaries to retain and attract quality staff members.

The FY2022/23 budget includes a shift in how the District budgets for direct staff and adds staff positions to address ongoing work load increases related to oversite of facilities, procurement, and federal compliance. Marin Transit averages the equivalent of 1-2 vacant FTEs per year. This occurs due to staff turnover and the time it takes to fill vacant positions. Vacancies result in continually under spending in the salary and benefits budget, create strain on existing staff resources, and reduce Marin Transit's ability to provide quality transit service. The FY2022/23 budget increases budgeted FTE by 1 FTE without increasing budged expenses to create a more accurate and obtainable staffing plan.

The budget also adds two staffing positions. One position in will be responsible for facility maintenance and oversite. The need for this position was created by the purchase of the Rush Landing and Kerner facilities and will reduce some ongoing consultant fees. The second position will centralize procurement and federal oversite responsibilities to reduce burden on operations and finance staff.

Based on the District's employment framework, top and bottom of the salary ranges for each classification can be increased by the consumer price index (CPI)¹ as of February of each year. This past year, the region experienced significant inflation. CPI increased by 5.2% in February and salary bands will be increased accordingly. Marin Transit has a merit based salary framework and there are no guaranteed cost of living increases. The budget includes capacity to account for inflation in annual salary increases and for merit based adjustments and promotions.

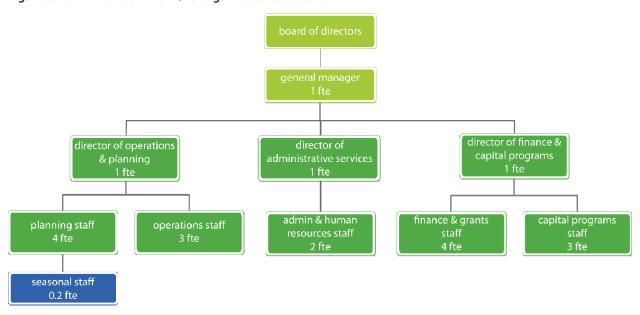
Benefit costs are on a calendar year and health insurance benefit rates increased 5% in 2022. There is capacity in the budget to accommodate some benefit rate adjustments in 2023.

Accounting for the additional positions and high inflation, the FY2022/23 salary and benefits budget increases 13% compared to the prior year budget.

Table 6: Personnel Counts (FTE)

	FY 2020/21	FY 2021/22	FY2021/22
Budget	16.4	17.4	20.2
Actual	15.6	16.0	
Actual	13.0	(estimate)	

Figure 5: Marin Transit FY 2022/23 Organization Structure



¹ Bay Area CPI February 2022–5.2%, bls.gov

Fuel

Marin Transit pays directly for fuel used in all purchased transportation contracts. This structure shifts the risks for fuel price fluctuations to the District. In exchange, the contractors provide lower hourly contract rates as they do not need to hedge against potential fuel price increases.

Fuel prices are known to be volatile, and Marin Transit's budget includes capacity for price fluctuations. The current year budget anticipated that fuel prices would re-bound to pre-pandemic levels and as global demand returned. Additional price increases from war and political embargos have resulted in fuel prices increases of 45% between February 2021 and February 2022. The FY2022/23budget includes a 20% increase in projected fuel prices.

The method for purchasing fuel varies among contracts depending on the volume of service, existing infrastructure, and location of service. GGBHTD maintains its own fuel contract and delivery system. Two contractors fuel their vehicles at the County of Marin facility, and a fourth contractor uses a combination of commercial pumps and onsite delivery. In general, the bulk contract purchases by the County of Marin and GGBHTD provide a lower cost per gallon and result in a delayed market effect. As the District identifies future facility locations, the potential for fuel savings should be considered.

The budget also includes electric power costs for the District's electric buses. Two vehicles are currently operated by GGBHTD, where the vehicles are charged overnight during off-peak hours to reduce utility demand charges. The vehicle chargers have a submeter in GGBHTD's San Rafael maintenance yard, allowing for segmentation of the utility costs from the larger facility. Four electric buses will be charged at the District's Rush Landing facility. The budget includes \$2,900 per month for electrical power to charge each vehicle

Administration

Expenses in the administration budget include: staff salaries and benefits, audit fees, insurance, travel costs, professional development expenses, office rental, and other associated costs. The administration budget (Table 7) includes revenues and expenses shared by all program areas. While these items are budgeted and recorded under administration, expenses are allocated to the program budgets based on a program's resource usage (i.e., billed staff time). This enables Marin Transit to track the full cost of programs.

For FY2022/23, three percent increase were sufficient increases to most administrative budgets to accommodate general inflation. Salary and Benefits budget increases 13% to accommodate a new position and merit-based salary increases (see staffing, page17). Insurance costs where increased to reflect new costs related to expanded facilities and increased rates in the District's insurance pool. The budget for legal fees was increased to accommodate the increased need for support related to claims and contracts. Marin Transit signed new office lease extension that included more spaces at a lower cost per square foot. The new lease extends through 2027 and additional costs are included in the office rental budget

Table 7: Administration Budget

		FY 2021 Actual	FY2022 Budget- Revised	FY 2022 Estimated Actuals	FY2023 Budget	% Δ From FY2022 Budget
Revenue						
4070400	Interest	125,928	160,700	20,279	25,700	-84%
4079950	Development Fees	23,894	20,500	26,759	24,100	18%
4079954	Residual ABX 126	32,662	25,000	21,670	20,000	-20%
4080101	PropTax-CurrntSecured	4,366,859	4,472,425	4,540,000	4,676,000	5%
4080102	County Fee-Admin Basic Tax	(62,492)	(68,494)	(59,797)	(65,000)	-5%
4080103	Property Tax-Unitary	39,531	40,170	39,531	40,000	0%
4080104	PropTax-CurrntUnSecur	82,857	80,000	83,000	82,500	3%
4080105	Educ Rev Augm Fund-Redist	451,508	320,000	565,620	420,000	31%
4080106	PropTax-Supp CY SECR	89,757	90,000	86,139	85,000	-6%
4080107	PropTax-Supp Unsecured	1,711	1,000	1,501	1,500	50%
4080108	PropTax-Redemtion	2,952	2,000	2,121	2,000	0%
4080109	Property Tax-Prior Unsecured	2,480	3,000	3,863	3,000	0%
4089901	Other Federal	154	150	150	150	0%
4119940	Other State	217	300	432	300	0%
Subtotal R	evenue	5,158,018	5,146,751	5,331,268	5,315,250	4%
4700001	Property Tax Transfer	(271,548)	(3,009,573)	(820,000)	(3,050,000)	-73%
Net Revenu	ie	4,886,470	2,137,178	4,511,268	2,265,250	111%
Expense						
5010200	Salaries	1,526,167	1,800,921	1,739,650	2,044,287	14%
5020000	Benefits	952,015	1,005,800	802,402	1,138,001	13%
5030301	Consultant Services	86,368	206,000	115,363	212,180	3%
5030304	Prof Svcs - Legal	15,999	103,000	89,721	150,000	46%
5030305	Prof Svcs - Audit	35 000				
5049901		35,898	37,693	37,000	45,000	19%
JU49901	Office Supplies	3,035	37,693 13,390	37,000 6,979	45,000 13,800	
5049902						3%
	Office Supplies	3,035	13,390	6,979	13,800	3% 3%
5049902	Office Supplies Small Furn/Equip	3,035 10,193	13,390 10,300	6,979 9,006	13,800 10,600	3% 3% 3%
5049902 5049903	Office Supplies Small Furn/Equip Software Maintenance	3,035 10,193 90,751	13,390 10,300 90,000	6,979 9,006 78,723	13,800 10,600 92,700	3% 3% 3% 3%
5049902 5049903 5049904	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc	3,035 10,193 90,751 8,286	13,390 10,300 90,000 10,017	6,979 9,006 78,723 8,420	13,800 10,600 92,700 10,300	3% 3% 3% 3% 4%
5049902 5049903 5049904 5049905	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage	3,035 10,193 90,751 8,286 1,062	13,390 10,300 90,000 10,017 3,377	6,979 9,006 78,723 8,420 2,247	13,800 10,600 92,700 10,300 3,500	3% 3% 3% 3% 4%
5049902 5049903 5049904 5049905 5049906	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers	3,035 10,193 90,751 8,286 1,062 9,282	13,390 10,300 90,000 10,017 3,377	6,979 9,006 78,723 8,420 2,247	13,800 10,600 92,700 10,300 3,500	3% 3% 3% 3% 4% 3%
5049902 5049903 5049904 5049905 5049906 5050201	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers COVID-Supplies and Cleaning	3,035 10,193 90,751 8,286 1,062 9,282 561	13,390 10,300 90,000 10,017 3,377 22,145	6,979 9,006 78,723 8,420 2,247 16,790	13,800 10,600 92,700 10,300 3,500 22,800	3% 3% 3% 3% 4% 3% -
5049902 5049903 5049904 5049905 5049906 5050201 5060301	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers COVID-Supplies and Cleaning Communication - Phone Insurance - Gen Liability	3,035 10,193 90,751 8,286 1,062 9,282 561 32,009	13,390 10,300 90,000 10,017 3,377 22,145 - 33,475 72,928	6,979 9,006 78,723 8,420 2,247 16,790 - 32,512 84,746	13,800 10,600 92,700 10,300 3,500 22,800 - 35,600	3% 3% 3% 3% 4% 3% - 6% 58%
5049902 5049903 5049904 5049905 5049906 5050201 5060301 5090101	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers COVID-Supplies and Cleaning Communication - Phone	3,035 10,193 90,751 8,286 1,062 9,282 561 32,009 63,052	13,390 10,300 90,000 10,017 3,377 22,145 - 33,475	6,979 9,006 78,723 8,420 2,247 16,790 - 32,512 84,746 53,714	13,800 10,600 92,700 10,300 3,500 22,800 - 35,600 115,000	3% 3% 3% 4% 3% - 6% 58%
5049902 5049903 5049904 5049905 5049906 5050201 5060301 5090101 5090202	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers COVID-Supplies and Cleaning Communication - Phone Insurance - Gen Liability Memberships & Prof Dev.	3,035 10,193 90,751 8,286 1,062 9,282 561 32,009 63,052 34,694	13,390 10,300 90,000 10,017 3,377 22,145 - 33,475 72,928 53,888	6,979 9,006 78,723 8,420 2,247 16,790 - 32,512 84,746	13,800 10,600 92,700 10,300 3,500 22,800 - 35,600 115,000 85,500	3% 3% 3% 3% 4% 3% - 6% 58% 59%
5049902 5049903 5049904 5049905 5049906 5050201 5060301 5090101 5090202 5090801 5100401	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers COVID-Supplies and Cleaning Communication - Phone Insurance - Gen Liability Memberships & Prof Dev. Mileage and Travel	3,035 10,193 90,751 8,286 1,062 9,282 561 32,009 63,052 34,694 413 2,068	13,390 10,300 90,000 10,017 3,377 22,145 - 33,475 72,928 53,888 25,750 13,911	6,979 9,006 78,723 8,420 2,247 16,790 - 32,512 84,746 53,714 8,507 8,951	13,800 10,600 92,700 10,300 3,500 22,800 - 35,600 115,000 85,500 25,000 14,000	3% 3% 3% 3% 4% 3% - 6% 58% 59% -3% 1%
5049902 5049903 5049904 5049905 5049906 5050201 5060301 5090101 5090202 5090801 5100401 5121200	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers COVID-Supplies and Cleaning Communication - Phone Insurance - Gen Liability Memberships & Prof Dev. Mileage and Travel Marketing Office Rental	3,035 10,193 90,751 8,286 1,062 9,282 561 32,009 63,052 34,694 413 2,068 140,532	13,390 10,300 90,000 10,017 3,377 22,145 - 33,475 72,928 53,888 25,750 13,911 146,260	6,979 9,006 78,723 8,420 2,247 16,790 - 32,512 84,746 53,714 8,507 8,951 150,000	13,800 10,600 92,700 10,300 3,500 22,800 - 35,600 115,000 85,500 25,000 14,000 183,960	19% 3% 3% 3% 4% 3% - 6% 58% -3% 1% 26%
5049902 5049903 5049904 5049905 5049906 5050201 5060301 5090202 5090801 5100401 5121200 Subtotal E	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers COVID-Supplies and Cleaning Communication - Phone Insurance - Gen Liability Memberships & Prof Dev. Mileage and Travel Marketing Office Rental	3,035 10,193 90,751 8,286 1,062 9,282 561 32,009 63,052 34,694 413 2,068 140,532 3,012,385	13,390 10,300 90,000 10,017 3,377 22,145 - 33,475 72,928 53,888 25,750 13,911 146,260 3,648,855	6,979 9,006 78,723 8,420 2,247 16,790 - 32,512 84,746 53,714 8,507 8,951 150,000 3,244,731	13,800 10,600 92,700 10,300 3,500 22,800 - 35,600 115,000 85,500 25,000 14,000 183,960 4,202,228	3% 3% 3% 3% 4% 3% - 6% 58% 59% -3% 1% 26% 15%
5049902 5049903 5049904 5049905 5049906 5050201 5060301 5090101 5090202 5090801 5100401 5121200	Office Supplies Small Furn/Equip Software Maintenance Copier Suppl & Srvc Postage Computers COVID-Supplies and Cleaning Communication - Phone Insurance - Gen Liability Memberships & Prof Dev. Mileage and Travel Marketing Office Rental	3,035 10,193 90,751 8,286 1,062 9,282 561 32,009 63,052 34,694 413 2,068 140,532	13,390 10,300 90,000 10,017 3,377 22,145 - 33,475 72,928 53,888 25,750 13,911 146,260	6,979 9,006 78,723 8,420 2,247 16,790 - 32,512 84,746 53,714 8,507 8,951 150,000	13,800 10,600 92,700 10,300 3,500 22,800 - 35,600 115,000 85,500 25,000 14,000 183,960	3% 3% 3% 4% 3% - 6% 58% -3% 1% 26%

Local Service

The local service budget (Table 9) includes all revenues and expenses related to the provision of fixed route service and general purpose dial-a-ride, excluding rural service. Major programs in the local service budget include local fixed route, Community Shuttle service, supplemental school, Muir Woods seasonal shuttle, and Novato Dial-A-Ride. Other major expenses in the local service budget include consultant services for stop-level ride checks, service contract audits and reviews, communications, marketing, and staff time for contract oversight. This budget also includes costs and revenues for special projects such as the youth pass, and Homeward Bound tickets.

The local service budget for FY 2022/23 is \$28 million (Table 9). It represents a 14% increase over the prior year revised budget and provide a similar level of service to the prior year. Fixed route ridership is projected at 80% of pre-COVID levels. Marin Transit is working on service adjustments to reflect ridership changes from the pandemic, respond to reductions in regional service in the highway 101 corridor, and ensure long term sustainability of services.

Services are operated under contract to Marin Airporter (Local basic and Community Shuttles) and MV Transportation (Supplemental School and Muir Woods Shuttle), and Transdev (Novato Dial-A-Ride). Local Basic and Trunk line services are also operated through an intra-agency agreement with the Golden Gate Bridge Highway and Transportation District (GGBHTD). The intra-agency agreement includes revenue sharing and the payment to GGBHTD for customer service and maintenance and security at the San Rafael Transit Center. The interagency agreement ends December 2022 and a new agreement is being negotiated. The new agreement is expected to include a significant cost increases that reflect the increasing costs for providing transit services. The purchase transportation contract with Marin Airporter and MV Transportation are in there last options years and have also required amendments to increase labor rates and address increasing costs for vehicle maintenance. Hourly rates for services are shown in Table 8.

Table 8: Local Budget Service Levels

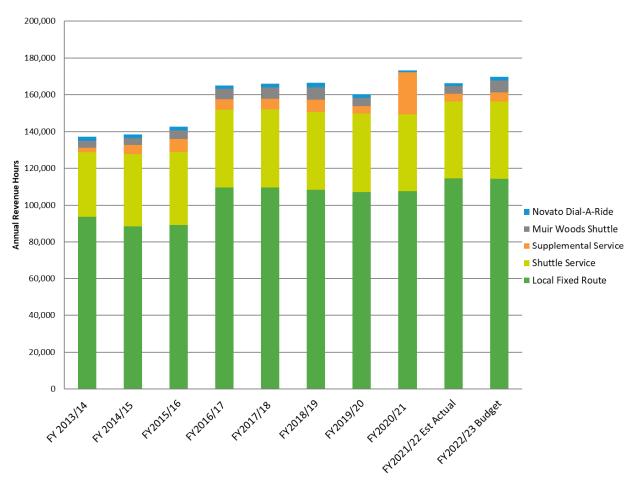
Service Type	FY 2022/23 Budgeted Service (Rev Hrs)	Average Contract Cost Per Hour (without fuel)	Notes
Local Basic and Trunk Line	114,200	\$134.71	Service levels are unchanged; service provide by two contractors; blended contract rate increases 17% due to anticipated increase to GGBHTD contract and increase to Marin Airporter contract.
Community Shuttles	42,000	\$109.28	Contract rate increases 35%
Supplemental School and Partnership	5,000	\$149.50	At pre-pandemic service level
Muir Woods Shuttle	6,500	\$135.90	At pre-pandemic service level
Novato Dial-A-Ride	2,400	\$79.80	Operated by paratransit contractor

Local service is funded with a combination of fare revenue, advertising revenue, Measure A/AA local sales tax funds, Transportation Development Act (TDA), State Transit Assistance (STA), and federal grants. Measure AA sales tax funds in the local budget include both sub-strategy 4.1 Local Bus funding and sub-strategy 4.4 - School Service funds for providing supplemental school service to middle and high schools. Total local sales tax revenues budgeted for local service are \$6.3 million and includes \$680,000 from the release of Measure A reserves. Measure AA funding is 25% of budgeted revenues for local service and a lower funding level to the prior year budget due to increased state funding and the expenditure of the remaining \$3.6 million in federal relief funds.

The budget includes a 94% increase in Transit Development Act (TDA) funding due to \$1.6 million in carryforward funds, strong growth of baseline funding and \$3.0 million increase in the District allocation share based on ridership and service (see page 11 for additional discussion).

Fare revenues are budgeted based on ridership and average fare per passenger. FY2021/22 ridership is expected to be 80% of pre-pandemic levels. Marin Transit also provides two major fare subsidy programs that reduce fare revenue. These are the youth pass program for free fixed route transit to low-income youth and Homeward Bound that provides free fixed route transit to people participating in County programs. The low-income youth fare program is budgeted to distribute \$500,000 in free fares and Measure B funds up to \$80,000 in free fares through the Homeward Bound program.





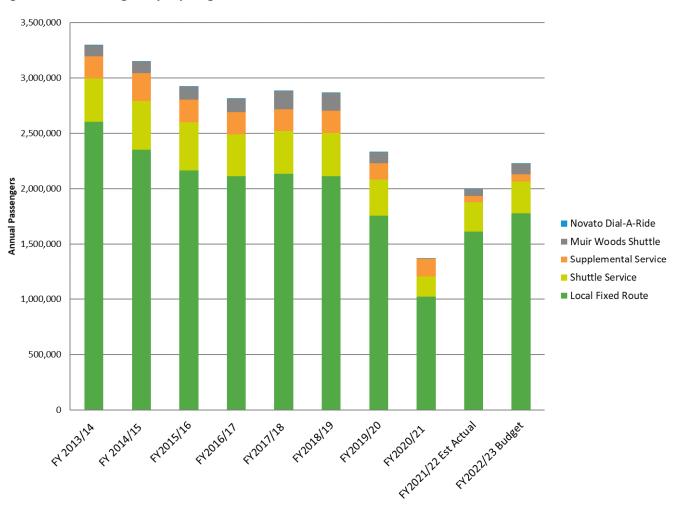


Figure 7: Local Passenger Trips by Program

Table 9: Local Service Budget

						%Δ	
		FY 2021 Actual	FY2022 Budget- Revised	FY 2022 Estimated Actuals	FY2023 Budget	From FY 2022 Budget	
Revenue							
4060301	Advertising Revenue	201,573	273,712	172,096	83,500	-69%	
4070301	Lease of Property	165,835	336,735	399,696	120,000	-64%	
4092001	Measure A Sales Tax	944,535	0	0	680,000	-	
4092005	Measure AA Sales Tax	6,979,897	8,680,992	3,964,930	6,309,950	-27%	
4110101	State Transit Assistance (STA)	1,620,205	2,324,860	2,540,376	2,952,985	27%	
4110102	Transit Development Act (TDA)	3,817,097	5,871,942	6,565,228	11,411,858	94%	
4119911	State SREC Credits	14,010	16,000	13,857	0	-100%	
4139910	Fed-FTA 5307	70,520	0	0	0	-	
4139912	Fed-FTA 5307 Relief Funds	6,760,570	3,654,814	6,654,814	3,589,000	-2%	
4139951	National Park Service	14,177	418,544	285,916	564,764	35%	
4140100	Fare Revenue	1,270,458	1,563,217	1,660,355	1,812,000	16%	
4020000	Special Fares - Paid by Ext Agency	198,763	556,323	377,300	561,475	1%	
Subtotal	Revenue	22,057,640	23,697,139	22,634,568	28,085,532	19%	
4700001	Property Tax Transfer	6,045	300,000	-	-	-100%	
4700002	Program Revenue Transfer	33,412	80,000	40,658	80,000	0%	
Total Rev	enue	22,097,097	24,077,139	22,675,226	28,165,532	17%	
Expense							
5030301	Consultant Services	97,394	210,000	70,037	216,300	3%	
5030310	Fare Processing Charges	14,679	18,035	19,376	22,000	22%	
5030320	Customer Service	352,011	338,910	501,590	600,000	77%	
5030602	Custodial Service	0	68,291	43,205	71,190	4%	
5030701	Security Services	220,501	298,324	301,609	303,298	2%	
5040101	Fuel	1,451,828	2,457,500	1,982,546	2,384,564	-3%	
5040160	Electrical Power	40,695	120,000	58,277	210,000	75%	
5040180	Utilities (facility)	0	35,000	24,542	36,050	3%	
5049902	Small Equipment	1,586	10,000	11,018	10,000	0%	
5049904	Software	38,188	43,260	77,609	47,058	9%	
5049911	COVID-19 Supplies and Cleaning	173,290	244,927	85,532	0	-100%	
5050205	Communication	108,810	128,454	209,197	152,852	19%	
5080101	Purchased Transportation	17,718,445	18,374,221	17,529,069	21,581,698	17%	
5090801	Marketing	60,229	90,000	30,548	92,520	3%	
Subtotal	Expense	20,277,656	22,436,922	20,944,155	25,727,530	15%	
5100100	Salary/Benefit Transfers	1,541,638	1,801,776	1,490,622	2,009,389	12%	
5100101	Overhead Transfer	277,803	307,752	305,428	344,122	12%	
Total Exp	ense	22,097,097	24,546,450	22,740,205	28,081,041	14%	

Yellow Bus Service

Marin Transit strives to provide fixed route service to high schools in the urbanized areas of Marin County, but recognizes school transportation for younger students, and in rural areas, is often more appropriate for yellow school bus service. Measure AA designated resources from the local sales tax measure to help fund yellow bus services. The FY2022/23 budget (Table 10) includes revenue and expenses associated with the operations of following components to support yellow bus service:

- (A) Operation of the Ross Valley yellow bus program at pre-pandemic services levels;
- (B) Distribution of Measure AA funding to existing eligible Marin County Yellow Bus Programs; and
- (C) General staffing support for the development of yellow bus services in Marin County.
- (A) <u>Management of the Ross Valley yellow bus program</u> In FY 2022/23 Marin Transit anticipates continuing to manage operations, service contracts, and pass sales for five yellow buses serving Ross Valley schools. Annually, Marin Transit makes several assumptions to develop the budget and price the passes for the upcoming school year and presents a draft and final budget to the Ross Valley Yellow School Bus program Joint Exercise of Powers Authority (JEPA) for its review and approval. These assumptions may need to be adjusted as additional information on service levels, pass prices and contributions from other local agency partners such as the County of Marin, the Town of San Anselmo, and the Town of Fairfax are finalized.
- (B) <u>Distribution of Measure AA funding to existing Marin County yellow bus programs</u> With the passage of Measure AA, a new sub-strategy for school transportation was established. After an initial three-year distribution program, the Marin Transit Board adopted guidelines for a second three-year program at the April 2022 board meeting and is expected to approve distribution amounts at the June 2022 board meeting. The draft budget includes preliminary numbers based on the distribution of \$750,000 per year to the following school districts:
 - Reed Union/Cove
 - Ross Valley
 - San Rafael School District
 - Miller Creek
 - Sausalito/Marin City (potential new program)

(C) <u>General staffing support for the development of yellow bus service in Marin County</u>- Marin Transit will continue to document need, facilitate, and provide planning support for new service, and help develop and sustain yellow bus service in Marin County. This includes activities paid for by the Tiburon Peninsula Traffic Relief JPA to support the Reed Union School District bus program, shown as Local Government Payment. Since daily service monitoring ended in December 2021, the cost to support the Reed Union School District have decreased significantly.

Table 10: Yellow School Bus Service Budget

	FY 2021 Actual	FY2022 Budget- Revised	FY 2022 Estimated Actuals	FY2023 Budget	% Δ From FY 2022 Budget
Revenue					
4030000 Fares- Paid By Other Agency	0	151,000	0	151,000	0%
4090101 Local Government Payments	0	109,677	76,216	24,840	-77%
4092005 Measure AA Sales Tax	261,591	613,200	909,718	750,000	22%
4140105 Fare Revenue - Yellow Bus	0	422,665	270,555	282,000	-33%
Subtotal Revenue	261,591	1,296,542	1,256,489	1,207,840	-7%
4700001 Property Tax Transfer	0	13,219	0	0	-100%
Total Revenue	261,591	1,309,761	1,256,489	1,207,840	-8%
Expense					
5030301 Consultant Services	3,600	0	4,325	6,000	-
5030310 Fare Processing Charges	1,029	19,210	19,000	19,786	3%
5030602 Custodial Service	0	2,016	1,523	2,076	3%
5049902 Small Furn/Equip	0	1,800	30	500	-72%
5049903 Software	118	0	1,218	1,500	-
5050205 Communication-AVL	0	16,327	0	0	-100%
5050206 Communication-Data	0	10,079	0	0	-100%
5080103 Yellow Bus School Service	0	682,124	506,204	597,900	-12%
5090801 Marketing	0	3,000	0	500	-83%
5098050 Grants to Yellow Bus Programs	232,085	410,406	590,094	540,000	32%
5120401 Leases and Rentals	0	26,236	25,285	26,210	0%
Subtotal Expense	236,832	1,171,198	1,147,679	1,194,472	2%
5100100 Salary/Benefit Transfers	25,184	106,584	79,080	78,575	-26%
5100101 Transfer Overhead	4,538	31,980	16,203	25,184	-21%
Total Expenses	266,554	1,309,762	1,242,962	1,298,231	-1%

Rural Service

Rural service is operated as the West Marin Stagecoach (Stagecoach) and includes northern Route 68, southern Route 61, and the rural Dial-A-Ride program. The West Marin Stagecoach, Routes 68 and 61, is operated under contract with MV Transportation. The rural Dial-A-Ride service is operated by Marin Transit's paratransit contractor, Transdev.

Since most of the Rural service provides lifeline connections to rural communities, these services continued to operate throughout the COVID-19 pandemic. In September 2020, Marin Transit added 1,050 service hours to Route 61 to convert the seasonal peak/off-peak schedules to a consistent year-round schedule at the historic peak service level. This service increase continued in FY2021/22. These hours allowed more service and capacity during times when overcrowding was experienced on the service due to a combination of smaller vehicles and passenger load limits on this route.

There are no longer capacity limits on buses and ridership patterns have stabilized. The District is scheduled to return Route 61 closer to historic service levels starting in June of 2022. The District plans to continue slightly higher weekday service levels during the summer peak months to support higher ridership during this time of year. In total, Budget Rural service hours are 3,000 hours or 15% lower than the prior fiscal year (Table 11, Figure 8). The FY2022/23 budget includes operation of the Rural Dial-A-Ride at current service levels. This includes one round trip per week from Tomales and Dillon Beach to Petaluma and two round trips per month from Point Reyes to Novato.



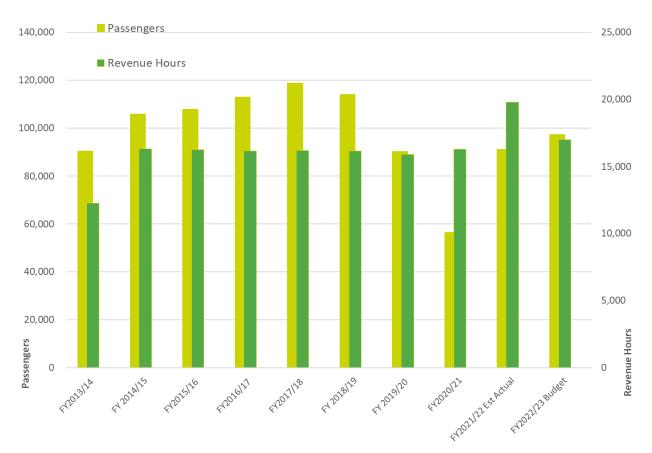


Table 11: Rural Budget Service Levels

Service Type	Service Level (Revenue Hours)	Contract Cost Per Hour (without fuel)	Notes
West Marin Stagecoach	17,000	\$103.59	Return to pre-COVID service level after temporary increases to address capacity restrictions.
Rural Dial-A-Ride	400	\$134.33	Continue service twice a month between Point Reyes and Novato and weekly between Dillon Beach/Tomales and Petaluma

The rural service budget (Table 12) includes contract service operations, marketing, fuel, communications, and Marin Transit staff expenses. Rural service is funded with a combination of local sales tax funds and Federal Transit Administration (FTA) Section 5311 rural funding. Fare revenue is projected to be 92% of pre-pandemic levels as riders return to transit. Marin Transit receives the same 3% annual allocation of local sales tax funds for Rural service under Measure AA as Measure A.

Table 12: Rural Service Budget

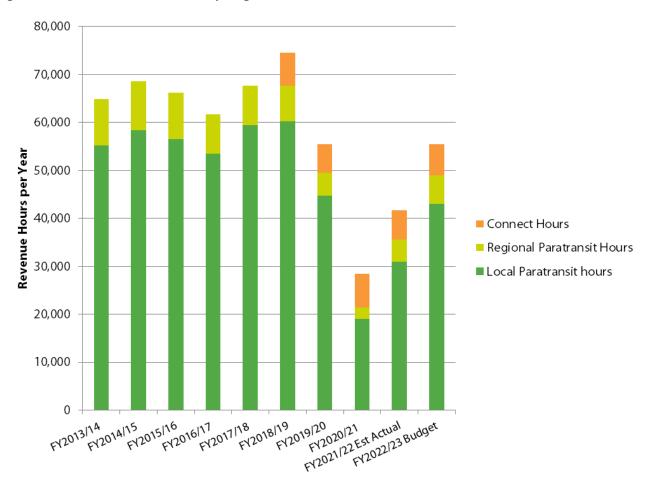
		FY 2021 Actual	FY2022 Budget- Revised	FY 2022 Estimated Actuals	FY2023 Budget	% Δ from FY2022 Budget
Revenue						
4092001	Measure A Sales Tax	27,059	0	0	325,387	-
4092005	Measure AA Sales Tax	564,320	664,630	664,630	1,131,141	70%
4139920	Fed-FTA 5311 Rural	228,695	231,649	308,000	314,000	36%
4139951	Fed-FTA 5311 Relief Funds	800,000	523,877	523,877	0	-100%
4140100	Fare Revenue	52,419	81,474	91,844	100,706	24%
Subtotal Rev	enue	1,672,493	1,501,630	1,588,351	1,871,234	25%
4700001	Property Tax Transfer	258,925	1,158,429	820,000	600,000	-48%
Total Revenu	e	1,931,418	2,660,059	2,408,351	2,471,234	-7%
Expense						
5030301	Consultant Services	8,090	15,914	7,689	16,391	3%
5040101	Fuel	158,951	257,829	330,390	396,468	54%
5049902	Small Equipment	1,642	5,000	0	5,000	0%
5049911	COVID-19 Supplies and Cleaning	5,014	13,073	207	0	-100%
5050205	Communication-AVL	12,887	18,182	12,454	15,000	-18%
5050206	Communication-Data	697	1,126	0	0	-100%
5080101	Purchased Transportation	1,624,308	1,912,025	1,857,220	1,814,694	-5%
5090801	Marketing	6,197	20,000	8,290	20,600	3%
Subtotal Exp	ense	1,817,786	2,243,149	2,216,250	2,268,153	1%
5100100	Salary/Benefit Transfers	96,282	124,348	99,469	137,506	11%
5100101	Transfer Overhead	17,350	37,310	20,381	44,071	18%
Total Expens	es	1,931,418	2,404,807	2,336,100	2,449,730	2%

Marin Access (Paratransit and Mobility Management)

The Marin Access budget includes Marin Access paratransit services for both local and regional trips and associated costs for fuel, customer service, scheduling and dispatch software, and marketing. The Marin Access budget also includes Marin Transit's Mobility Management programs and services. The purpose of the Mobility Management program is to increase mobility for the County's older adults and those with disabilities in need of transportation services and provide cost effective and improved alternatives to paratransit. The program goes beyond the legal requirements of the Americans with Disabilities Act (ADA) using funding from local Measure B and Measure AA. The Mobility Management services (Table 13) include the Catch-A-Ride subsidized taxi program, volunteer driver reimbursement programs, the "Marin Transit Connect" on demand service, the Travel Navigator eligibility and information center, and travel training.

The FY 2022/23 budget for Marin Access (Table 14) is \$8.3 million, a 20% increase compared to the prior year budget. Based on projected demand for services, the budget includes a 34% increase in paratransit service hours over currently operated hours. The budgeted paratransit service hours are 73% of pre-COVID levels. The prior year budget (FY2021/22) was for 70% of pre-COVID levels and the estimated actuals for that year are the operation of 51% of pre-COVID levels (Figure 9). Table 13 include the budget service level for all programs and the program details are included starting on page 34.

Figure 9: Marin Access Revenue Hours by Program



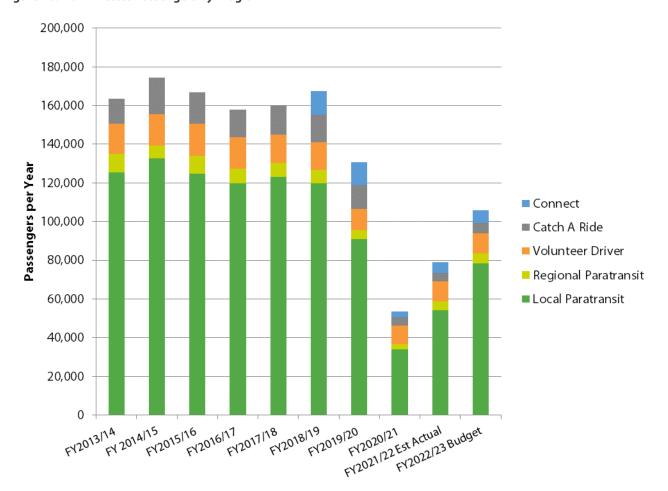


Figure 10: Marin Access Passengers by Program

Marin Transit initiated a new competitively bid contract for the operations of Marin Access services and programs on February 2022. The new contract has a fixed and variable price structure with tiered rates based on service levels, and costs increased significantly due to labor market and inflation pressures. Assuming operation in Tier 3 (42,000 – 54,000 annual hours), the effective hourly rate for local paratransit increases 30%. Due to changes in the contract structure, the effective regional paratransit hourly rate decreases 27%. While the cost per hour for demand response services has increased, the lower demand for services since the start of the pandemic combined with growth in local sales tax revenue minimizes financial pressure in the Marin Access Budget.

The FY2022/23 budget continues to include the direct facility costs for the operation of the new Marin Access Operations & Maintenance facility at 3000 Kerner Boulevard in San Rafael. The budget for fuel costs increases 53% to allow for both the budgeted increase in service hours and a potential increase of 20% in fuel prices to accommodate the volatility of fuel prices.

Table 13: Marin Access Budget Service and Program Levels

Service Type	Service Level (Revenue Hours)	Contract Cost Per Hour (without fuel)	Notes
Local Paratransit	43,000	\$107	Budgeted hours increase 34% over prior year estimated actual; 73% of pre-COVID service demand.
Regional Paratransit	5,000	\$109	Effective hourly rate decreases from \$149, fully funded by GGBHTD
Connect (Pilot)	6,500	\$110	Same day accessible service with limited service area near the 101 Corridor in Marin County.
Service/Program	Service Level (Projected Ridership)	Funding Level	Notes
Catch A Ride	3,700	\$360,000	Passenger demand projected at 30% of the pre-COVID level, partially funded with Measure B.
Volunteer Driver	10,000	\$100,000	Program at similar service level to pre- COVID demand. Fully funded by Measure B.
Innovation Incubator / Gap Grants	NA	\$90,000	Provides support to external agencies for innovation projects; program has been on hold due to the pandemic
Low Income Fare Assistance Program	NA	\$85,000	Provides fare assistance for low-income riders. Fare assistance is funded with Measure B.

Marin Access Revenue

Marin Access programs are primarily funded by local sources including Measure AA, Measure B and property tax. Marin Access receives 9.5% of Measure AA sales tax revenue and TAM's increased allocations of sales tax revenue increases this from around \$2.0 million per year to \$2.7 million. This fiscal year, Marin Transit has \$4.2 million in Measure AA funding for expenditures due to the prior year funds available. Marin Transit receives 35% of the county Measure B vehicle license fee to support the mobility management initiatives. Marin Transit is budgeting \$950,000 of Measure B funding in FY 2021/22, which includes an estimated \$192,000 in unspent prior year allocations.

Marin Transit plans to continue providing free fixed route tickets valued at \$80,000 to Marin County's Homeward Bound program for participating residents. The cost of this program is represented as a revenue transfer from the Marin Access program to the local program. Marin Transit receives federal 5307 funding for paratransit operations. This funding increased under the new federal reauthorization bill and Marin Transit's allocation increased by \$200,000 to \$1.03 million.

Fare revenue is budgeted to increase 40% based on anticipated ridership increases.

Table 14: Marin Access Budget

		FY 2021 Actual	FY2022 Budget- Revised	FY 2022 Estimated Actuals	FY2023 Budget	% Δ From FY 2022 Budget
Revenue						
4092001	Measure A Sales Tax	134,574	0	0	165,410	-
4092005	Measure AA Sales Tax	1,353,396	2,767,180	2,767,180	4,159,467	50%
4099950	Measure B	910,679	944,943	932,057	950,000	1%
4110101	State Transit Assistance	60,000	60,000	60,000	60,000	0%
4119910	State Prop Tx Relief HOPTR	18,541	16,000	5,524	16,000	0%
4139910	Fed-FTA 5307 Urbanized Area Formula	697,574	802,802	802,802	1,039,640	30%
4139914	Fed-FTA 5307 Relief Funds	559,614	0	0	0	-
4139915	Fed-FTA 5310 Mobility	90,561	81,400	89,284	0	-100%
4140100	Fare Revenue	133,137	242,900	227,501	318,964	31%
4601003	GGBHTD – Local Paratransit Payment	693,171	527,331	801,803	879,363	67%
4601004	GGBHTD – Regional Paratransit Payment	574,164	705,473	706,968	601,149	-15%
Subtotal	Revenue	5,225,411	6,148,029	6,393,119	8,189,993	33%
4700001	Property Tax Transfer	0	784,361	297,000	155,000	-80%
4700002	Program Revenue Transfer	(33,412)	(80,000)	(40,658)	(80,000)	0%
Total Rev	enue	5,191,999	6,852,390	6,649,461	8,264,993	21%
Expense						
5030301	Consultant Services	52,250	83,900	80,040	84,827	1%
5030320	Customer Service	329,556	230,728	339,432	72,695	-68%
5030602	Custodial Service	0	20,000	2,766	24,000	20%
5040101	Fuel	239,647	478,197	462,683	733,562	53%
5040160	Utilities (Facility)	0	30,000	20,000	30,000	0%
5049902	Small Furn/Equip	0	10,000	34	10,000	0%
5049903	Software	166,425	178,064	117,924	182,434	2%
5049911	COVID-Supplies and Cleaning	40,395	84,000	1,914	0	-100%
5050204	Communication-MERA Radio	20,204	22,246	26,085	27,035	22%
5050206	Communication-Data	13,948	35,000	3,598	18,000	-49%
5080101	Purchased Transportation - In Report	3,327,108	4,644,704	4,434,040	5,737,163	24%
5080102		551,131	616,274	663,352	544,428	-12%
5090801	Marketing	27,738	51,500	3,818	35,000	-32%
5098001	Misc-Exp Transit User Training	0	12,360	5,000	12,731	3%
5098002	Gap Grant	0	80,000	0	90,000	13%
Subtotal	·	4,768,402	6,576,973	6,160,686	7,601,875	16%
5100100	Salary/Benefit Transfers	358,919	355,281	405,597	491,094	38%
5100101	Transfer Overhead	64,677	106,599	83,107	157,398	48%
Total Exp		5,191,998	7,038,853	6,649,390	8,250,367	17%

In FY 2022/23, Marin Transit expects to expend the following state and federal grant awards for Marin Access:

FY2022/23 Expenditure	Total Grant Award		Source
\$1,039,640	\$1,039,640	Paratransit Operations	Federal Section 5307

Marin Transit has three open applications for FTA Section 5310 funding to support the mobility management programs. These grants have not yet been awarded.

GGBHTD pays for all costs related to regional paratransit along with their share of mandated local paratransit based on their share of transit in Marin County (currently 24%). The agency share for local paratransit is calculated based on each agency's relative fixed route bus trips with complementary paratransit obligations. GGBHTD share for local paratransit may be renegotiated and effect the payments for the second half of the fiscal year. GGBHTD now pays a lower amount for regional paratransit service since the new purchased transportation contract for paratransit operations normalized the regional paratransit hourly service rate to be the same as local paratransit. As of FY 2015/16, GGBHTD directly reports the ridership, fares, and costs associated with their share of paratransit to the National Transit Database (NTD) and the State Controller's Office.

Program Details

Marin Access *paratransit service* provides demand-response trips to passengers certified as unable to use the fixed route system either all or some of the time. This includes trips mandated under the federal Americans with Disabilities Act (ADA) as well as trips that go beyond the ADA requirements. This service, and a regional paratransit service managed on behalf of GGBHTD, are operated under a single contract to Transdev.

The *Connect pilot program* started a new phase of the pilot beginning July 1, 2020. Connect provides same-day on demand services in a limited service area along the Highway 101 corridor within 2.5 miles of SMART stations. The program provides two accessible vans on weekdays that are operated by the paratransit contractor and scheduled and dispatched through the UBER platform. The program budgets for 6,500 hours and is projected to provide 6,500 passengers trips in FY2022/23. While focused on Marin Access riders, Connect is also intended to provide first-last mile connections to SMART through employer partnerships. Evaluation of this pilot has been extended due the COVID-19 pandemic.

Marin Transit's *volunteer driver programs* allow Marin County residents that are 65+ or ADA eligible to identify trusted drivers and provide mileage reimbursements for up to 100 miles per month in urbanized Marin (STAR program) or 400 miles in West Marin (TRIP program). In FY2020/21, the reimbursement rate for the volunteer driver programs was increased from \$0.35 to \$0.60 per mile. Staff projected the increased reimbursement rate would lead to an increase in program participation, but the impact is unclear due to the drop in ridership related to the COVID-19 pandemic. While there are currently fewer riders, the remaining riders have reported that they appreciate the rate increase and they have increased their trip making and subsequent reimbursement requests up to the new allowable monthly mileage limits.

Catch-A-Ride is a subsidized taxi program for Marin County residents that are 65+ or ADA eligible. Riders can take up to 10 trips per month at a subsidy of up to \$14 per trip after paying a base fare of \$4. Catch-A-Ride trips are scheduled and dispatched through Marin Transit's contractor and provided by local Marin County taxis. In FY2020/21, the base fare of \$4.00 was added to the Catch-A-Ride fare as part of the Marin Access fare restructuring and staff anticipated program usage would decline. FY2020/21 ridership did decline (64% from FY2019/20), but most of the decline is likely attributable to the COVID-19 pandemic. In FY2021/22, staff will continue to monitor Catch-A-Ride usage and evaluate the impact of adding the base fare and identify opportunities to streamline operations.

Regional paratransit, fully funded by GGBHTD, service demand has recovered significantly from declines at the start of the pandemic. The FY 2022/23 budget includes 5,500 revenue hours for regional paratransit service which is 80% of the pre-COVID demand. Under the new Marin Access purchased transportation contract the costs for regional paratransit decreased significantly.

Mobility Management

Marin Transit established the Mobility Management Office in 2009, with initial funding from a Federal New Freedom Grant. The program has continued to receive Federal Section 5310 grants to fund staffing costs. Marin Transit established the Marin Access Travel Navigator program in 2010, as a one-stop-shop for information and eligibility on all Marin Access programs. The Mobility Management Office serves as an umbrella for paratransit, volunteer driver, a subsidized taxi program (Catch-A-Ride), and travel training. Travel training activities include local informational presentations and individualized travel training. There are currently two full-time Travel Navigators and one full-time Travel Navigator Coordinator.

Capital Budget

Marin Transit's annual capital budget (Table 15) of \$12.9 million provides funding for transit vehicles, bus stop improvements, transit technology projects, and other capital expenses. Figure 11 provides capital expenditures and budget by project type to show the significant variation in expenditures by year. Marin Transit successfully purchased a two-and-a-half-acre parcel (Rush Landing) in FY2019/20 and a paratransit maintenance facility in San Rafael in FY2021/22. These purchases will provide vehicle parking for only a portion of the fleet and a maintenance facility location only for the paratransit service. Additional facilities and facility improvements are needed to meet zero emission fleet requirements and accommodate Marin Transit's full parking and maintenance needs. Marin Transit is actively purchasing right-of-way for additional transit bus parking and the budget includes the larger facility project needed for installation of electric vehicle charging infrastructure and fixed route vehicle maintenance.

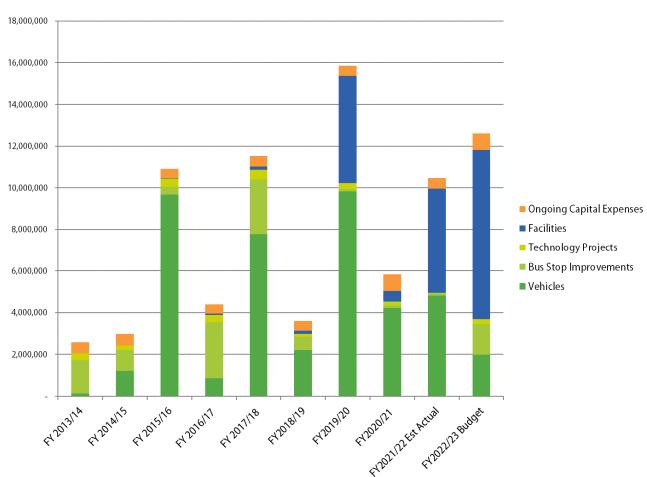


Figure 11: Capital Project Budget by Type

Capital expenditures are defined in the District's fixed asset management policy. A "Fixed Asset" includes equipment, supplies and rolling stock with a unit purchase value of at least \$5,000 and a service life of more than one year. All projects that meet the requirements of the District's fixed asset policy are capitalized and depreciated

over the defined life of the associated asset type. Expenditures not meeting the District's policy for capitalization will be included as operations expenses on financial statements.

The projects included in the FY2022/23 budget are 9% funded with state and federal grant funds (Table 15). This is a lower percentage than prior fiscal year due to large facility projects that are primarily funded with the District's capital reserves. In the budget year, 17% of capital funds are from state and federal grants. The budget includes the expenditure of \$2.9 million capital reserves (prior year property tax revenues) to fund facility improvements and purchase of additional land for vehicle parking. The annual Measure AA allocation to bus and bus facilities is \$1.1 million and the budget includes the expenditure of \$1.4 million in unspent Measure A funds from prior years. The yellow bus facility project is partially funded with Measure A interest funds.

Vehicles

<u>Purchase Five Paratransit Replacements – Accessible Vans (PD)</u> – Marin Transit will purchase five paratransit vans to replace existing vehicles. An additional ten vehicles are eligible for replacement but are being deferred due to lower paratransit demand and therefore less vehicle use and need during the pandemic. Marin Transit is replacing these cutaway vehicles with accessible vans since a smaller vehicle size allows more maneuverability and is more fuel efficient than the larger cutaways. The vehicles are 80% funded with Section 5307 funds with a local match from Measure AA local sales tax funds. Marin Transit executed the purchase order for these vehicles in FY2021/22, but supply chain issues prevented delivery and the vendor is unable to fulfill the contract. A new purchase contract will be needed when vehicles are available.

<u>Purchase One Electric Paratransit Vehicle (PE)</u> – Marin Transit will purchase one electric paratransit vehicle and associated charging infrastructure. This project is funded with State Low Carbon Transit Operations Program (LCTOP) funding.

<u>Purchase Five Paratransit Replacements – Cutaways (PF)</u> – Marin Transit will purchase five paratransit vehicles to replace vehicles beyond their useful life. The vehicles are 80% funded with Section 5307 funds with a local match from Measure AA local sales tax funds.

<u>Hybrid Battery Replacement (HY)</u> – Marin Transit will make mid-life replacements of batteries of seven 2015 40ft hybrid electric vehicles in accordance with industry practice. These vehicles are currently operated by Marin Airporter. The battery replacements are 80% funded with Section 5307 funds with a local match from Measure AA local sales tax funds.

<u>Staff Car (NR)</u> – Marin Transit will purchase an electric staff car to replace the retired active vehicle. This project was delayed from FY2020/21 since staff were working remotely during the COVID-19 pandemic. This project is funded with State Transportation Act (STA) revenue based funds.

Bus Stop Improvements

Novato Bus Stop Shelters (BN) — Marin Transit will purchase up to eight shelters to replace existing advertising shelters that are out of contract in Novato. The new shelters will be lower maintenance with perforated metal walls instead of glass. Regular maintenance of the installed shelters is included in Bus Stop Maintenance. This project is 80% funded with federal funds through the regional Lifeline program and matched with local Measure AA sales tax funding.

<u>ADA Bus Stop Improvements (BP)</u> – Marin Transit will complete construction of bus stop improvements at up to 20 stops in Marin County. The stops were identified for improvement after a 2017 Bus Stop Conditions assessment and 100% stop level survey of ridership. They were prioritized by need for accessibility improvements, ridership, and lack of amenities. Improvements will be focused on providing ADA wheelchair landing pads and basic passenger amenities. The construction of this project is 80% funded with Federal funds awarded to Marin Transit through the regional Quick Strike Program.

Administrative and Operations Facilities

<u>Facility Improvements -Rush Landing (FS)</u> – In FY2022, Marin Transit will finish improvements to the Rush Landing parking facility including new fencing, landscaping and other security features. This project is funded with Measure AA and local property tax revenue.

<u>Facility Improvements – Kerner Blvd (FD)</u> – This project provides basic facility improvements at the new paratransit maintenance site. Improvements include fencing, lighting, and upgrades to the building to allow for vehicle maintenance and provide an accessible office space. The majority of improvements were completed in FY2021/22. Work in FY2022/23 will include finishing work and project closeout.

<u>Parking Facility ROW – (FE)</u> – This project was initiated in FY2021/22 for the purchase of additional ROW for vehicle parking. The project is funded with a combination of current year property tax funding and capital reserve funding. (prior year local property tax).

<u>Fixed Route maintenance Facility (FD)</u> – The District is actively applying for grants for the larger facility needed for electrification and sustainable operations. This is a multi-year project with project initiation work in FY2022/23.

<u>Yellow Bus Parking Facility (YF)</u>- The District currently leases a parking lot for 16 yellow buses, but the future of this lease is unknown. This project is for the purchase of a parking site for yellow buses and is funded with \$1.1 Million in Measure A interest and \$1.9 million in capital reserve funding (prior year local property tax).

Technology Projects

On Board Vehicle Equipment – This project will fund the replacement of on-board vehicle equipment that is experiencing high failure rates. This includes equipment for Automated Vehicle Location (AVL), automatic passenger counting (APCs), and onboard monitoring devices (cameras). This project is funded with Measure AA sales tax funding.

Other Measure A/AA Capital Expenses

Other capital and infrastructure expenses include; the capital contribution to GGBHTD as required under contract, major vehicle repairs, and bus stop maintenance expenses. Expenditures that do not meet the District's policy for capitalization will be included as operations expenses on financial statements.

Table 15: Capital Budget by Project

		Total Project Budget	Prior Year Expenditures	FY2022/23 Budget	Future Years	Measure AA/Local Funding	State Funding	Federal Funding
PD	Purchase 5 paratransit replacements (vans)	505,000	8,000	497,000	0	20%	0%	80%
PE	Electric Paratransit Vehicle and Charging Infrastructure	677,208	0	677,208	0	0%	100%	0%
PF	Purchase 5 paratransit replacements	515,000	0	515,000	0	20%	0%	80%
HY	Hybrid Battery Replacements	300,500	50,500	250,000	0	20%	0%	80%
NR	Staff Car	49,000	1,000	48,000	4,000	8%	92%	0%
	Subtotal Vehicles	2,046,708	59,500	1,987,208	4,000	13%	35%	52%
BN	Novato Bus Stop Shelters	61,115	900	60,215	0	20%	0%	80%
BP	ADA Bus Stop Improvements	1,703,000	303,000	1,400,000	0	20%	0%	80%
	Subtotal Bus Stop Improvements	1,764,115	303,900	1,460,215	0	20%	0%	80%
FS	Facility - Rush Landing Improvements	2,800,000	1,262,043	1,537,957	0	96%	0%	4%
FD	Facility - Kerner Improvements	1,100,000	970,000	130,000	0	100%	0%	0%
FE	Facility - Parking Facility ROW	3,650,000	200,000	3,450,000	0	100%	0%	0%
FG	Facility - Fixed Route Maintenance Facility	20,000,000	0	300,000	19,700,000	100%	0%	0%
YF	Yellow Bus Parking Facility	3,000,000	0	3,000,000	0	100%	0%	0%
	Subtotal Facility	30,550,000	2,432,043	8,417,957	19,700,000	100%	0%	0%
OC	On Board Vehicle Equipment	250,000		250,000	0	100%	0%	0%
	Subtotal Technology Projects	250,000	0	250,000	0	100%	0%	0%
GG	Golden Gate Capital Costs (GG)	24,000	0	24,000	0	100%	0%	0%
BM	Bus Stop Maintenance (BM)	160,000	0	160,000	0	100%	0%	0%
VR	Major Vehicle Repairs (VR)	200,000	0	200,000	0	100%	0%	0%
IF	Infrastructure Support (IF)	400,000	0	400,000	0	100%	0%	0%
	Subtotal Ongoing Capital Expenses	784,000	0	784,000	0	100%	0%	0%
	Total Expenditures	35,394,823	2,795,443	12,899,380	19,704,000	91%	2%	7%



Draft Marin Transit Budget

July 1, 2022- June 30, 2023
Presented May 2, 2022

FY2022/23 Draft Budget



- Overview
- Operations Revenues
- Operations Expenses
- Capital Budget
- Conclusions
- Questions and Comments



Overview – Budget Process



Development Schedule

January — March Board presentations on State of System & Financial Projections

March 1, 2022 Budget kick-off meeting

March-April 2022 Program level budget meetings

May 2, 2022 Draft Budget presented to Board

June 6, 2022 Board review/adoption of Final Budget



Goal: Provide sufficient and sustainable funding for local transit service needs using the following guidelines:

- Maintain adopted reserve level
- Preserve a balance of revenues and expenditures over a 5-year horizon
- Provide for SRTP-adopted service levels
- Allow for innovative growth

Overview - Board Presentations



January 2022 Ridership and Service Trends

February 2022 Service Costs and Projections

March 2022 Options for Future Service

- Relatively high ridership retained and growing
- Service costs are growing faster than revenues
- Short term financial stability but long-term imbalance
- Purchased transportation costs growing due to labor shortage and inflation
- Service adjustments needed to respond to changed conditions
- Service adjustments needed to control longer term costs

Updated revenue projections increase local sales tax revenue and extends the "runway"

Overview - Operations Service Plan



Fixed Route Service Plan

- Fixed route ridership at 80% of pre-Pandemic level
- Reducing service level to pre-COVID level
- Service adjustments to address loss of regional service
- Service adjustments to respond to post pandemic demand changes

Marin Access / Paratransit

- Ridership at 51% of pre-COVID level
- Budgeting for 73% of pre-COVID service level

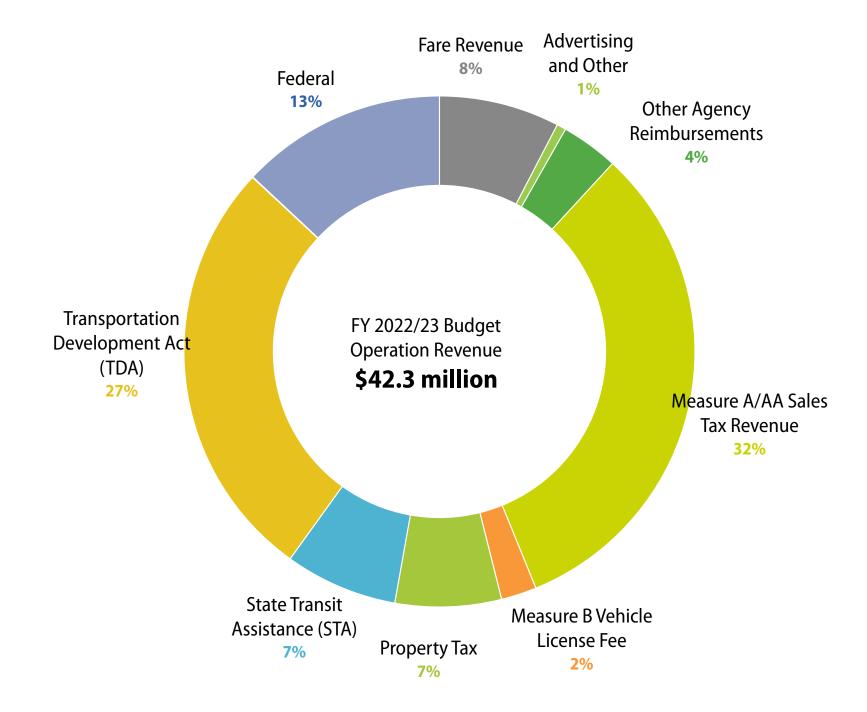
Overview - Budget Summary



	FY2020/21 Actual	FY2021/22 Revised Budget	FY 2021/22 Estimated Actual	FY 2022/23 Budget
Revenue				
Operations	34,539,935	37,036,527	37,354,795	42,252,270
Capital	5,754,427	8,182,709	7,530,409	9,999,380
Total Revenue	\$40,294,362	\$45,219,236	\$44,885,204	\$52,251,650
Expenditures				
Operations	29,834,625	35,730,684	33,414,013	40,272,249
Capital	5,685,746	17,106,296	10,459,584	12,899,380
Total Expenditures	\$35,520,371	\$52,836,980	\$43,873,597	\$53,171,629
Net Change in Fund Balance	\$4,773,991	-\$7,617,744	\$1,011,607	-\$919,979
Emergency Reserve	5,852,845	5,896,957	5,896,957	6,712,042
Contingency Reserve	11,705,690	11,793,915	11,793,915	13,424,083
Capital Reserve	19,228,283	11,478,202	20,107,553	16,742,322
Fund Balance (total reserve)	\$36,786,818	\$29,169,074	\$37,798,425	\$36,878,446
Expenditure of Capital Reserve	0	5,680,000	2,929,175	2,900,000

Operations Revenue





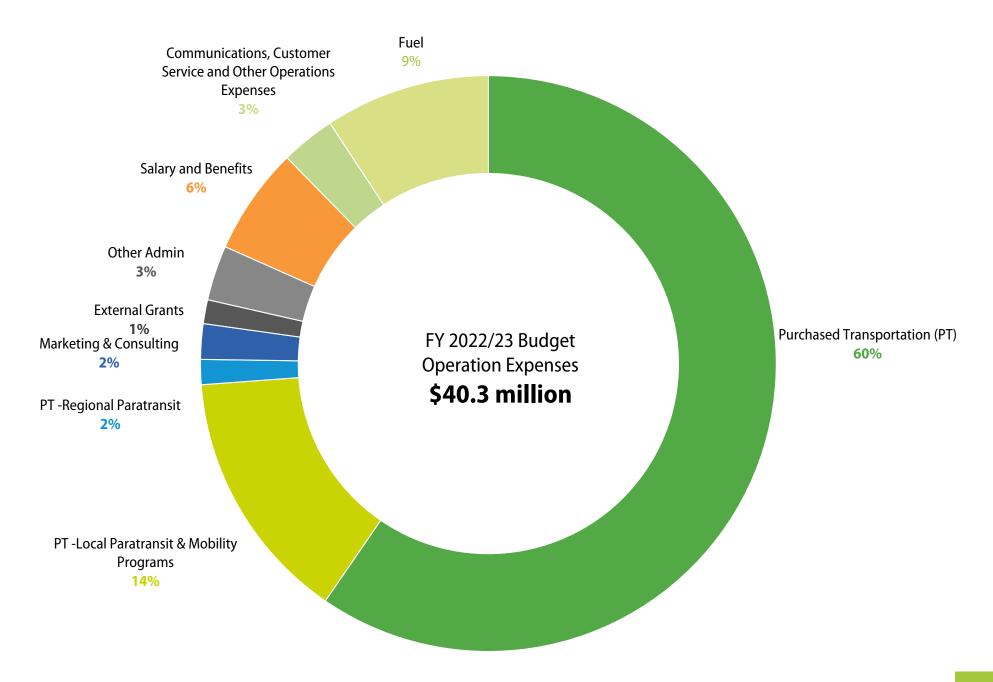
Federal Relief Funding



Relief Bill	Marin Transit Allocation	Expenditure Year
CARES The Coronavirus Aid, Relief, and Economic Security Act Coronavirus Aid, Relief, and Economic Security Act Coronavirus Aid, Relief, and Economic Security Act	\$10.2 million	FY2020, FY2021
CRRSAA	\$4.2 million	FY2022
American Rescue Plan Rescue Plan Act of 2021	\$6.6 million	FY2022, FY2023

Operations Expenses by Type

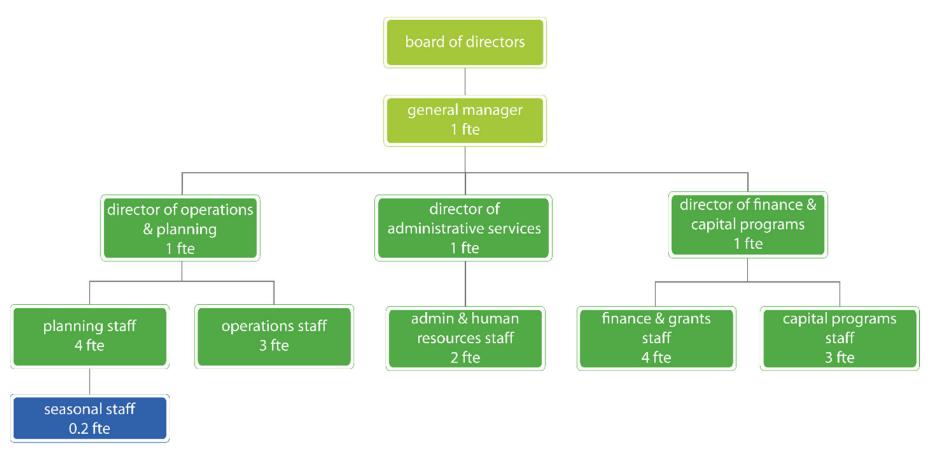




Operations – Administration

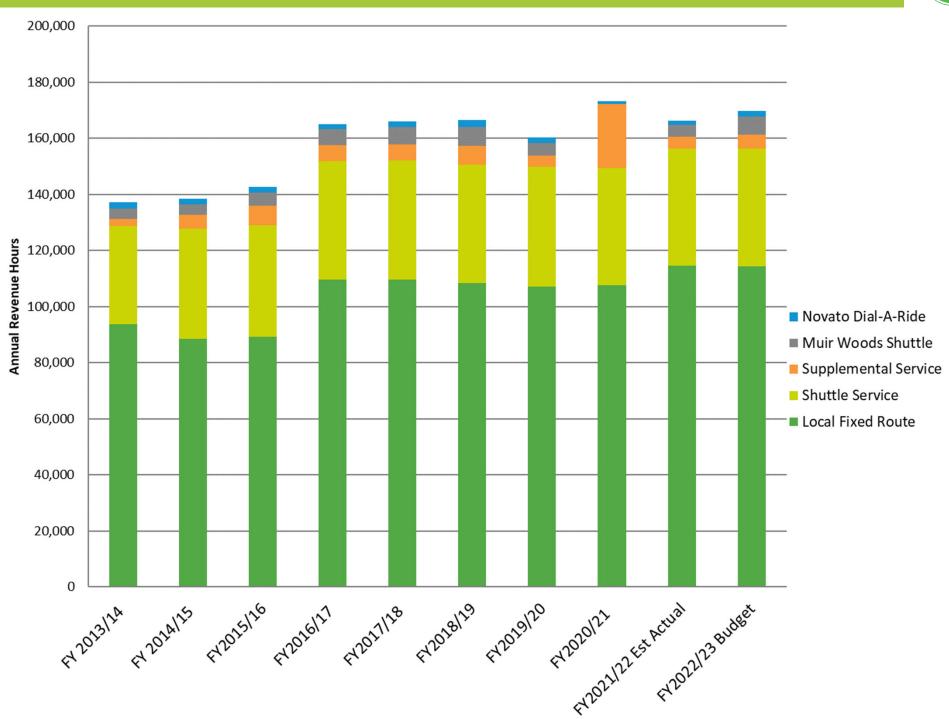


- \$4.2 million 10% of operations budget
- 1 FTE added to address vacancy rate,
- 2 FTE added for grants and procurement



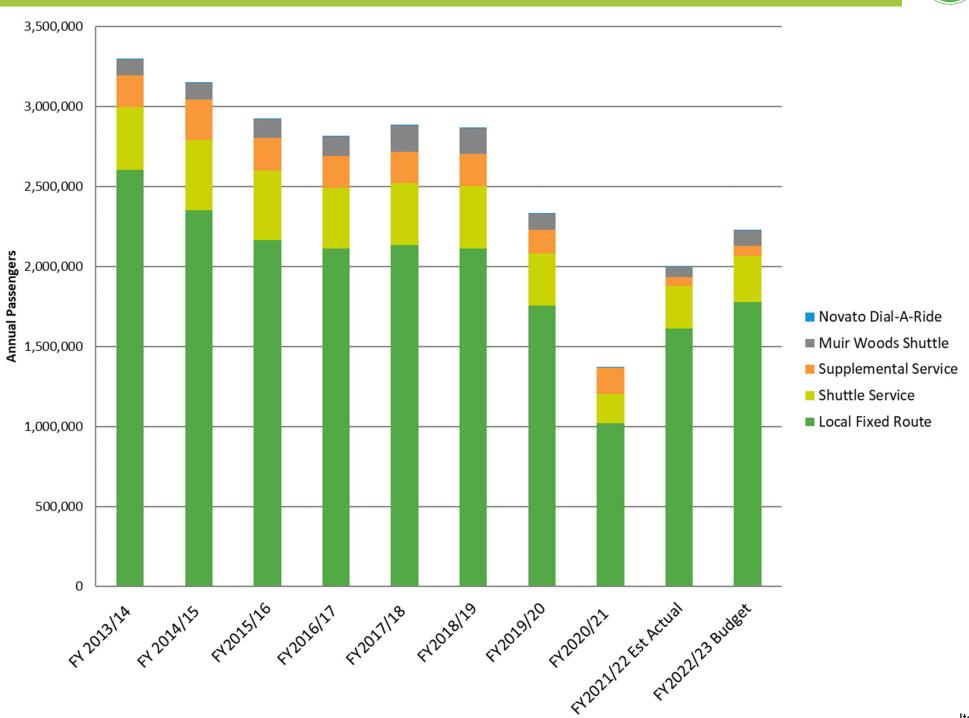
Operations – Local Service Hours





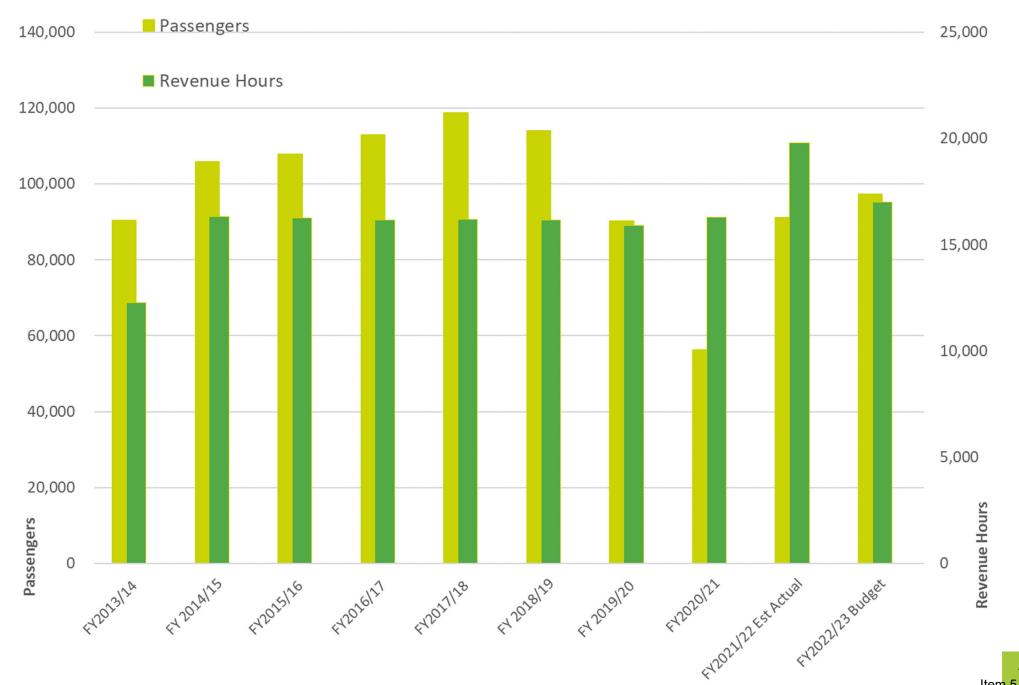
Operations – Local Service Passengers





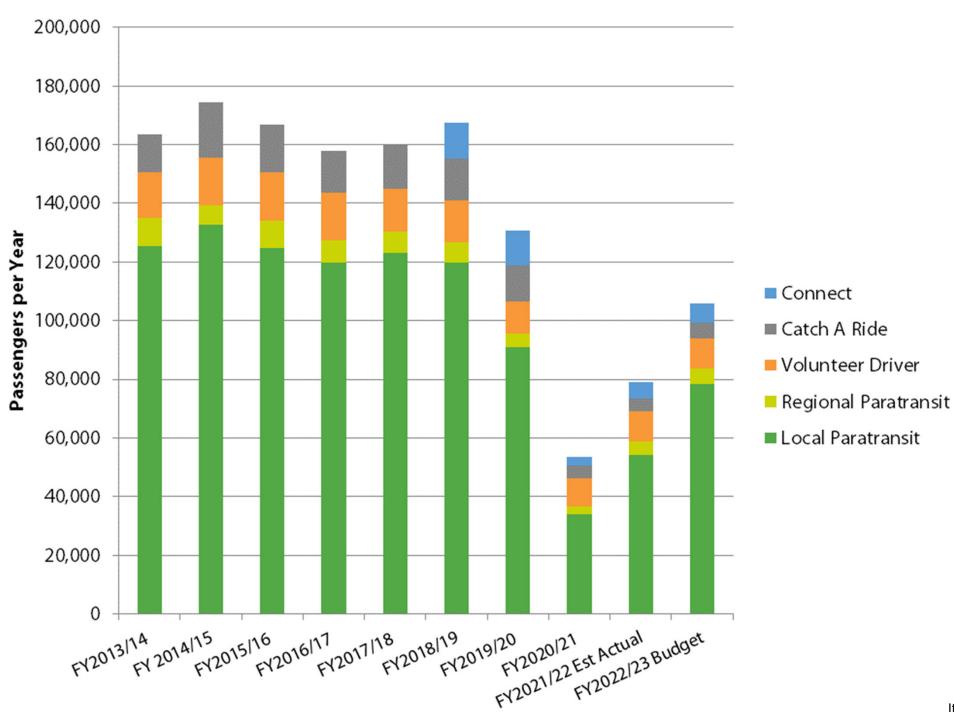
Operations- Rural Passengers & Revenue Hours





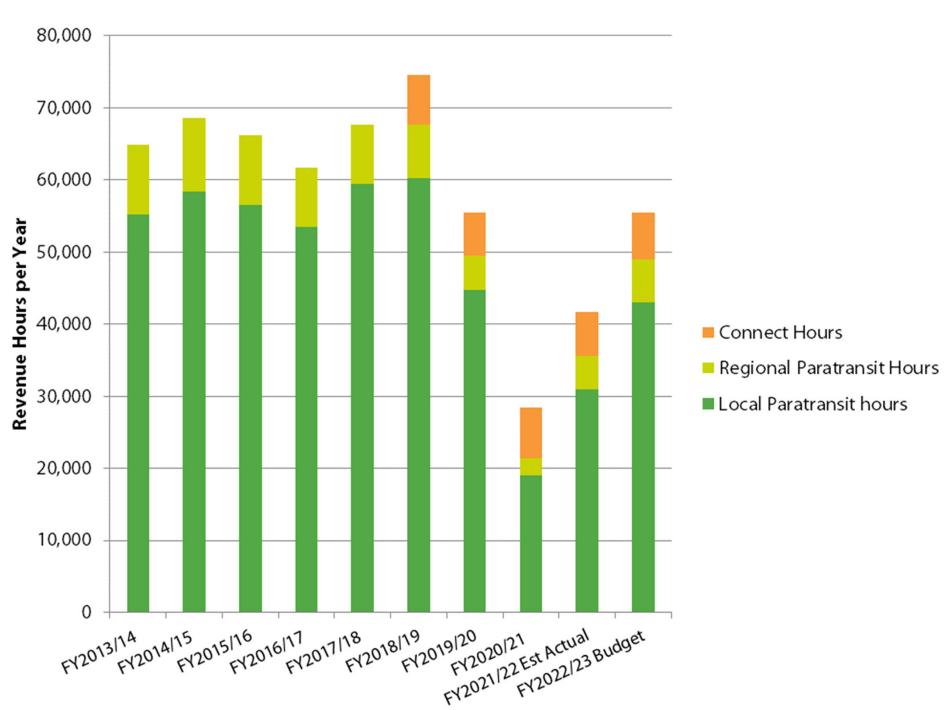
Operations – Marin Access Passengers





Operations – Marin Access Service Hours

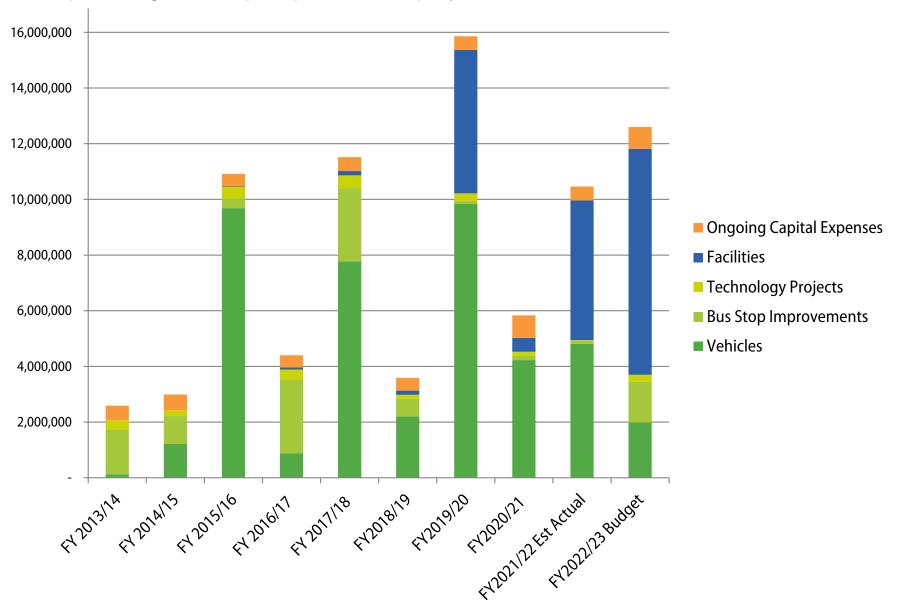




Capital Budget by Type



- Continues to invest in facilities
- Upcoming bus stop improvement project



Conclusions





Restoration of State and Local Funding Expenditure of last allocation of federal relief funds



Costs increases driven by labor shortage and inflation



Focus on maintaining service quality Continued need to monitor and adjust service plan



Return with final budget for Board review and adoption in June

Comments & Questions



Thank You

Lauren Gradia, PE
Director of Finance and Capital Programs, Marin Transit
Igradia@marintransit.org



711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org May 2, 2022

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

SUBJECT: Summer 2022 Service Changes

Dear Board Members:

RECOMMENDATION: Accept report and authorize the General Manager to negotiate and sign a no fee license agreement with the Golden Gate Bridge Highway & Transportation District (GGBHTD) to use the Larkspur Landing Ferry Terminal to support the Muir Woods Shuttle Program.

SUMMARY: Marin Transit has made it priority to continue to provide high quality transit service throughout the pandemic. Due to the dedication and support of its contractors, the District was one of the only operators in the Bay Area able to sustain, and in some cases increase, service levels over the past two years. These sustained service levels minimized the impact to riders that rely on these services for their basic mobility needs.

The Planning and Operations teams have been monitoring ridership changes closely and working the Finance team to forecast future service needs and capacity. Staff have been diligent to report these ridership and service trends, alongside the financial projections in a series of presentations to your Board in January, February and March this year. These projections, along with the draft Budget that is included in your May Board of Directors packet, are intended to provide a longer-term outlook for service projections and trends.

In the near-term, Staff will be advancing service changes this summer to respond to the ever-changing operating environment and many external factors largely out of the District's control. The following describes these changes which are also summarized in Attachment A to this report.

Route 17

Due to a full roadway closure of E. Blithedale in Mill Valley, Route 17 will be redesigned to allow additional runtime for the detoured alignment. This route was put on detour unexpectedly on April 18, 2022 and schedules had to be quickly changed to minimize on-time performance issues. The largest impact of this change was the removal of service to Strawberry Village stops east of Highway 101

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo on this route on weekdays between 8:00am and 5:00pm. The new schedules effective June 12, 2022 will remove all service to these Strawberry Village stops daily with the exception of select AM and PM peak hour trips that support student travel to Mill Valley Middle School and TAM High School. Service between San Rafael and Strawberry will be replaced by Route 36. The E. Blithedale road closure is expected to be in place for the next 12-18 months.

Route 36

To offset the impacts of removing Strawberry service from Route 17, all Route 36 trips will now service stops in Strawberry previously served by Route 17. This connection will preserve direct service between Strawberry and the San Rafael Transit Center and the bus pads in between. The new connection will also increase the number of bus trips between Marin City and Strawberry Village, daily.

Route 61

Service on the Stagecoach Route 61 was greatly expanded in June 2021 to provide additional capacity for riders traveling to the rural areas of southern Marin. This expansion also provided a direct connection to Sausalito on weekdays, in addition to the weekend only connections previously offered. As onboard capacity limits have been removed and ridership has stabilized on this route, service levels will be returned closer to pre-COVID levels on June 12, 2022. This will include reducing weekday service during the off peak ridership months (September – May) and cancelling the 61M pilot project service into Mill Valley. Route 61 will continue to serve the Sausalito Ferry terminal and Mill Valley at the Miller and Camino Alto stop, daily. This change is expected to save approximately 3,000 hours annually.

Route 71

Similar to Route 61, Route 71 service was expanded in June 2021 to provide additional capacity along the Highway 101 corridor. This added service was designed to offset some of regional bus adjustments and cancellations by Golden Gate Transit that historically served these stops. This service expansion was intended to be a temporary expansion only until the regional service was restored. However, over the last year, Golden Gate Transit has continued to decrease service along the Highway 101 corridor. This trend is expected to continue with the June 2022 signup when Golden Gate Transit will cancel all regional service to the bus pads between the San Rafael Transit Center and Downtown Novato.

As a result of the Golden Gate Transit regional service cancellations in Marin County, staff is now recommending preserving most of Marin Transit's expanded service. Only four AM non-peak hour trips (two northbound and two southbound) will be cancelled. An analysis of ridership (Figure 1) shows a strong growth in patronage on the Route 71 service that supports continuation of these schedules. Current day ridership is more than double pre-COVID ridership on this route.

25,000 20,000 start of pandemic 15,000 10.000 Monthly Ridership* 5,000

Jan-20
Mar-20
May-20
Jun-20
Jun-20
Jun-20
Oct-20
Oct-21
Jun-21
Jun-21
Jun-21
Jun-21
Jun-21
Jun-21
Jun-21
Jun-21
Jun-21
Jun-22
Sep-21
Sep-21
Sep-21
Sep-21
May-21
Jun-22
May-21
May-22

Figure 1: Route 71 Ridership

Muir Woods Shuttle

0

In partnership with the National Parks Service (NPS), Marin Transit provides the Muir Woods Shuttle as a congestion relief and access measure for visitors to the National Monument. The service started in 2009 and has undergone many iterations of routing and service changes to meet the needs of the funding partners and riders of the service.

Prior to the pandemic, the service operated two primary alignments that visitors could use to get to and from Muir Woods. Route 66, the primary park and ride option, operated between the Pohono Park N'Ride lot in Mill Valley directly to the woods. The second. Route 66F. was designed to offer connections to the regional bus and ferry network and served the Sausalito Ferry terminal and the Marin City Transit Hub. Advanced ticketing is encouraged, and most riders pre-select their route and terminal when booking through the National Park's website.

Since the return of service following the pandemic, only the Route 66 has been operational. The table attached to this report summarizes the pre-COVID and current service offerings.

The Muir Woods Shuttle resumed operation on weekends and holidays in June 2021, after over a year of service suspension due to the pandemic. Service offerings have been limited compared to historic options primarily due to passenger and visitor restrictions required for social distancing. As these restrictions have been lifted and travel to Muir Woods has increased, the District plans to increase service on this route to return to peak schedules starting on

^{*} Ridership includes Routes 71, 71x, and 171

Memorial Day. This includes adding buses on weekend routes and returning the weekday service on route 66F (Sausalito-Muir Woods) between June 20 and August 12, 2022.

In preparation for a full return of service, Marin Transit and NPS staff met in February 2022 to discuss desired changes for the upcoming peak season. Staff identified operational challenges at the Pohono park N'Ride lot and evaluated other options that were more supportive for parking and transit operations. The alternative location that emerged was the Larkspur Landing Ferry terminal lot. This location was specifically designed to support park and ride activity and includes bus loading platforms and passenger amenities. It also avoids current operational issues associated with flooding and the conflicting shared parking needs with office tenants, recreational bike riders, and other summertime events that use the Pohono lot as a park and ride.

The move to Larkspur offers passengers additional transit connections compared to Pohono, including the Golden Gate Ferry service and the Sonoma Marin Area Rapid Train (SMART) service. Also adjacent to this lot is the Marin County Mart shopping area that offers visitors dining, shopping, and other entertainment options.

The largest impact of the relocated stop on the Route 66 is added bus travel time on the route for visitors. The current alignment is scheduled to take 35 minutes between Pohono and Muir Woods and the new alignment is estimated to take 45 minutes. This longer travel time will reduce the total number of trips offered each day.

On Route 66F (Sausalito-Muir Woods), staff is recommending eliminating the Marin City stop from this alignment. Based on pre-COVID ridership on the 66F, only 1.6% of all passengers used this stop while the other 98.4% of passenger boarded in Sausalito. Removal of this stop will reduce the current 55 minute runtime down to an estimated 50 minutes and will allow additional service with the same number of buses daily.

Staff is still finalizing schedules for the service but initial estimates for service levels have been developed. Assuming we operate a consistent number of vehicles and revenue hours as historic peak service levels (weekdays and weekends), it is estimated that total service, as measured in number of seats offered through the NPS shuttle reservation system, will reduce by 10-20%.

To support the new Larkspur Ferry terminal stop, Staff have been working the GGBHTD to outline the terms of a no-fee license agreement for use of the facility on weekends and holidays. This agreement will need to be in place before operations are moved from Pohono to Larkspur Landing. A draft is currently under development by the GGBHTD team and will be presented for review to Marin Transit. Staff is requesting your approval to allow the General Manager to negotiate and sign this agreement when it's ready. This approval is requested so service to the new stop could start as soon as Memorial Day weekend.

FISCAL/STAFFING IMPACT: This service changes is effective in June and has no significant fiscal impact on the current fiscal year. The service changes do result in a slight reduction of revenue service hours and this is reflected in the budgeted hours in the Draft FY2022/23 Budget.

There is no staffing impact associated with this item.

Respectfully submitted,



Robert Betts Director of Operations and Planning

Attachment A: Service Change Summary Table

Attachment A: Summer 2022 Service Changes and Annual Revenue Hour Summary

Route	Summary of Change	Pre-COVID Hours	Current Hours	New Hours (after Summer changes)
17	Route alignment will go permanent detour due to long-term construction impacts on Blithedale. Significant schedule impacts including added travel time. All trips, all days will no longer serve Blithedale between Millwood and Camino Alto. Select AM peak and PM peak weekday trips will continue to serve Strawberry. All other trips will no longer serve Strawberry Village and adjacent stops east of Highway 101.	15,500	14,900	14,900
36	All trips will now serve Strawberry Village and adjacent stops east of Highway 101.	14,000	13,450	13,450
61	Service reduced to return to pre-COVID service levels. Weekday service will continue to serve Sausalito Ferry Terminal and operate expanded summer schedule. Weekend service reductions year-round including cancellation of Route 61M service into Downtown Mill Valley. Weekend service to Mill Valley (Miller & Camino Alto) will be restored on all trips.	5,800	9,500	6,000
71	Four late morning trips will be cancelled; two northbound and two southbound between 9:30am and 11:30 am.	8,100	19,600	18,600
66/66F - Muir Woods Shuttle	Route 66 pickup stop moved from Pohono to Larkspur Ferry Terminal on weekends and holidays. Marin City stop eliminated on Route 66F.	6,500	3,600	6,500
Total		49,900	61,050	59,450



Summer 2022 Service Change Overview

Presented May 2, 2022

Routes Impacted



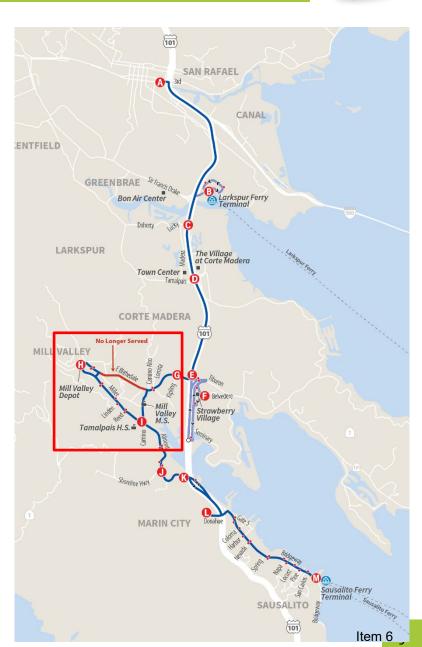
- **Route 17**: Sausalito Mill Valley San Rafael
- **Route 36**: Canal San Rafael Marin City
- Route 61: (Stagecoach South Route) Stinson Beach Bolinas
- **Route 66/66F:** (Muir Woods Shuttle) Pohono/Sausalito Muir Woods
- **Route 71**: Novato San Rafael Marin City (via Hwy 101)

Service changes are largely due to local roadway construction impacts, changes in pandemic conditions (easing of distancing/masking), and regional bus service reductions on Highway 101

Route 17: Sausalito – Mill Valley – San Rafael



- Extended detour due to Blithedale construction
 - Reroute to Camino Alto / Millwood
 - Remove most service from
 Strawberry Village and adjacent
 stops
 - Creates additional runtime needed to maintain service reliability
 - Select AM and PM trips to Strawberry retained for students



Route 36: Canal-San Rafael-Marin City



- Add Service Strawberry Village and adjacent stops on all trips
 - Helps to preserves San Rafael Strawberry connection lost on Route 17



Route 61: (Stagecoach South Route) Stinson Beach - Bolinas



- Reduce service restore service levels closer to pre-pandemic conditions
 - Eliminate extension to Downtown Mill Valley (61 M)
 - Preserve service to S. Mill Valley (Camino Alto / Miller)
 - Cancel 2 of the 8 weekend trips (peak and off-peak)
 - Cancel 2 of the 8 weekday trips (peak), Cancel 4 of the 8 weekday trips (off peak)
 - Retain weekday extension to Sausalito Ferry on all trips

Route 66/66F: (Muir Woods Shuttle) Pohono/Sausalito — Muir Woods

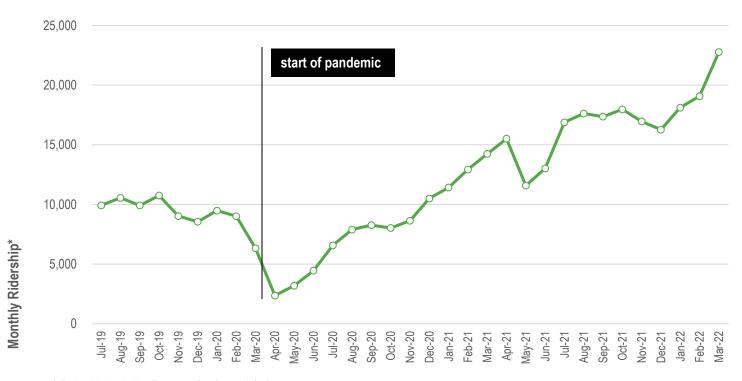


- Relocate parking and ride lot from Pohono to Larkspur Landing on Route 66
 - Addresses operational challenges at the Shoreline Office Park including flooding, share use parking, and lack of transit facilities/amenities
 - Increase route runtime from 35 minutes to 45 minutes
 - Service to Larkspur Landing subject to execution of no-fee license agreement with GGBHTD
- Remove service to Marin City Transit Hub on Route 66F
 - < 2% of pre-COVID ridership uses this stop</p>
 - Reduces route runtime from 55 minutes to 50 minutes

Route 71: Novato — San Rafael — Marin City (via Hwy 101)



- Retain increased service levels implemented during pandemic (+130%)
 - Cancel four AM trips due to low ridership (two NB, two SB)
 - Add service needed to support local travel on Highway 101 corridor; GGT regional bus service levels continue to decline
 - Ridership on this route has been steadily increasing during pandemic



Revenue Hours Summary



Route	Pre-COVID Hours	Current Hours	New Hours (after Summer changes)
17	15,500	14,900	14,900
36	14,000	13,450	13,450
61	5,800	9,500	6,000
71	8,100	19,600	18,600
66/66F Muir Woods Shuttle	6,500	3,600	6,500
Total	49,900	61,050	59,450

Comments & Questions



Thank You

Robert Betts
Director of Operations & Planning, Marin Transit rbetts@marintransit.org



711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo May 2, 2022

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

SUBJECT: Approve the purchase of property at 3010 & 3020 Kerner Blvd, San Rafael for \$3.5 million; authorize spending \$350,000 for due diligence, closing, and related costs; determine that the proposed acquisition and use of the site is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 (Class 32) (In-Fill Development Projects), as well as section 15301 (Class 1) (Existing Facilities), and is not subject to CEQA under section 15061(b)(3); and adopt budget amendment #2022-03 to add the capital project.

Dear Board Members:

RECOMMENDATION: Approve a Purchase and Sale Agreement to acquire the property located at 3010 & 3020 Kerner Blvd, San Rafael, California for \$3.5 million; approve execution of all documents and performance of all activities consistent with the terms of the Purchase and Sale Agreement, including delegation of authority to the General Manager to approve/accept information received during due diligence; authorize expenditures for due diligence, closing, and related costs not to exceed \$350,000; determine that the proposed acquisition and use of the site is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 (Class 32) as well as section 15301 (Class 1) and is not subject to CEQA under section 15061(b)(3); and adopt FY2021/22 budget amendment (BA#2022-03) to add the capital project.

SUMMARY: The District currently owns a fleet of 100 buses and paratransit vehicles operated and maintained through contracts with four vendors. The operations and maintenance of the District's fleet has historically been performed through a county-wide network of several storage and maintenance facilities owned or leased by contractors. The District has identified the value of investing in permanent, District-controlled facilities to incentivize competition for service operations contracts, reduce cost uncertainty, and reduce or minimize overall operating cost growth.

In January 2020, the District acquired 600 Rush Landing in Novato primarily for use as a bus storage facility. In July 2021, the District acquired a 10,000 square foot building on a 0.71 acre site at 3000 Kerner in San Rafael. The District has renovated the building to serve as the Marin Access (paratransit) Operations facility housing maintenance, dispatch, call center, Travel Navigators, and administrative staff for demand response transit services. This site does not provide any overnight parking for transit vehicles.

Staff has continued searching for appropriate locations for transit vehicle parking in the County and has identified the property located at 3010 & 3020 Kerner Blvd, San Rafael, CA (APN 009-121-12 and 009-121-13) (the "Property") for a District-owned transit vehicle parking facility. Staff recommends that your Board approve the purchase of the Property pursuant to the attached Purchase and Sale Agreement for \$3.5 million, and approve the execution of all documents and performance of all activities consistent with the terms of the Purchase and Sale Agreement, including delegation of authority to the General Manager to approve/accept information received during due diligence. Staff recommends that your Board authorize expenditures for due diligence, broker commission, closing, and related costs in an amount not to exceed \$350,000 for items such as appraisal, land surveying, and title insurance premium. Staff recommends that your Board determine that the proposed acquisition and use of the site is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 (Class 32) (In-Fill Development Projects), as well as section 15301 (Class 1) (Existing Facilities), and is not subject to CEQA under section 15061(b)(3). Staff recommends that your Board adopt Budget Amendment 2022-03 to add \$3.85 million total capital project cost to the capital budget.

BACKGROUND:

Purpose and Need for Property Acquisition

The District currently owns a fleet of 100 buses and paratransit vehicles operated and maintained through contracts with four vendors. The operations and maintenance of the District's fleet has historically been performed through a county-wide network of several storage and maintenance facilities owned or leased by contractors. The District has been able to operate and expand services with these dispersed facilities, but the District has identified the value of investing in permanent District-controlled facilities as the District transitions to battery electric buses. Purchasing a facility has been a priority project for the District to incentivize competition for service operations contracts, reduce cost uncertainty, and reduce or minimize overall operating cost growth. District ownership of a facility will impact procurements and operations for all Marin Transit services. District owned facilities will enable the District to better plan for service growth and effectively deploy, maintain, and integrate new vehicle technologies. Past studies concluded that Marin Transit needed approximately 10 acres to operate and maintain its fleet.

In January 2022, your Board continued to authorize the General Manager to issue non-binding offers to lease or own property for parking and maintaining the Marin Transit fleet. In October 2016 your Board established goals and criteria for evaluating potential bus maintenance and operations facility sites. Attachment A, Initial Evaluation Criteria for Siting a Marin Transit Bus Maintenance and Operations Facility, describes these selection criteria. At a minimum, the site had to be at least 3 acres for a single site or combination of two sites, consistent with the local jurisdiction's General Plan, and the purchase and development needed to be financially feasible and cost effective. Other adopted criteria included:

1. Within Marin County to minimize deadhead or non-revenue service costs

- 2. Accessible to US 101
- 3. Compatible land use / good neighbor potential
- 4. Sufficient size and accessibility to maneuver and store buses
- 5. Primary egress and ingress routes to site are compatible with local circulation plan
- Site readiness
- 7. Minimal vulnerability in case of a natural disaster
- 8. Title VI Equity Analysis
- 9. Preliminary Analysis of Potential Environmental Impacts on Site Surroundings

With the assistance of a commercial real estate broker, staff has explored over seventy-five sites for a property that met both our fleet and facility needs as well as the selection criteria. Properties meeting the District's needs are quite limited and no single site has been identified.

In January 2020, the District acquired 600 Rush Landing in Novato, a 2.5 acre site primarily used as a bus storage facility. As staff noted at the time of the acquisition, the site meets only a portion of the fleet parking needs, so the District has continued searching for additional parking and maintenance sites. In July 2021, Marin Transit acquired 3000 Kerner Blvd in San Rafael, a 0.71 acre site with a 10,000 square foot building. The building has been renovated for use as a paratransit (shuttle) vehicle maintenance facility and operations center for Marin Access Services. The site does not provide overnight parking for transit vehicles. Although Marin Transit has achieved some of the goals by acquiring these properties, additional sites are needed for vehicle parking and maintenance. The proposed acquisition of 3010 & 3020 Kerner Blvd will provide some of the additional parking the District needs, but will not meet all of the fleet parking and maintenance requirements.

The District's Planned Use/ Description of the Project

The District is a transit district whose purpose is to develop, finance, organize, and provide local Marin County transit service in a manner consistent with an overall San Francisco Bay Area regional transit system. The District currently operates local fixed route, paratransit, and mobility management services under contracts with service providers. The District typically provides these contractors with the vehicles needed to operate the service and relies on the contractors to provide some of their own operations and maintenance facilities. The existing operations and maintenance facilities are dispersed throughout the county.

The District is interested in purchasing the property at 3010 & 3020 Kerner Blvd, San Rafael, CA (the "Property") for parking a portion of its existing fleet. A site map is shown in Attachment B. The District's acquisition of the Property and use for parking is expected to increase competition for contracted services by expanding future procurement opportunities to include bidders who do not have access to fleet parking within the county, reduce long term risk, improve efficiency, and reduce operating costs. The proposed acquisition and use of the Property is not expected to result in an increase in the District's existing vehicle fleet or operating capacity. Instead, the project is expected to relocate and consolidate certain existing operations.

The Property is currently improved with two adjacent office buildings totaling about 9,990 square feet situated on two parcels with a total site area of about 42,414 square feet (about 0.97 acres). The Property has been used as a commercial office (some of which is currently vacant). The site is predominantly covered by the existing office structures and pavement. The site currently has parking for approximately 31 passenger vehicles.

The property is owned by In Defense of Animals, a California not-for-profit public benefit corporation. Administrative offices for In Defense of Animals are in one building and the District understands that the owner leases portions of the other building to three tenants on a month-to-month basis. The District is informed that the tenants are Integrated Community Services, Simon Insurance, and Bayside HVAC.

The Property is located in a built environment and substantially surrounded by urban uses. The Property is adjacent to 3000 Kerner, a site owned by the District and used for vehicle maintenance. A storage locker facility, Storage House, is across the street to the west and a gymnasium is immediately adjacent to the north of the site. Other light industrial businesses along this part of Kerner Boulevard include a UPS sorting facility, a tea company, sanitary district offices and service vehicle parking, a kitchen and bath supply showroom, mechanical contractors, storage locker businesses, and several multi-tenant warehouse spaces.

The District plans to acquire the Property, demolish the existing office structures, and make minor improvements to the site, including paving the site, painting striping for parking, and installing perimeter fencing, a gate, and lighting improvements for security. The District plans to use the site for overnight parking for a portion of its existing vehicle fleet. Approximately 40-45 transit vehicles could be parked on the site. Vehicles would enter and exit the site via the existing driveways at Kerner Blvd (via Bellam Blvd and Interstate 580). Vehicles would primarily be stored overnight, leaving the site in the morning around 7 a.m. to provide daytime service and returning to the site in the afternoon and evening between 3 p.m. and 11 p.m. at the conclusion of service. The District plans that up to 40 employee passenger vehicles may be parked on the site during the daytime hours. No repair or maintenance work is planned to occur on the Property.

Key Terms and Conditions of Acquisition

Staff has negotiated with the property owner on a voluntary basis to acquire an unencumbered fee simple interest in the Property. The negotiated form of Purchase and Sale Agreement is attached as Attachment C. Some of the key terms and conditions of the acquisition include:

<u>Price</u>: The purchase price is \$3.5 million. The District believes the negotiated price is fair and reasonable.

<u>Occupancy</u>: As described above, District understands that the Property is currently partially occupied by Seller and partially leased on a month-to-month basis to three tenants. The District will acquire an unencumbered interest in the Property and the Property will be vacant at closing.

<u>As-Is Purchase; Release of Claims</u>: The District would acquire the property in its "as-is" condition and generally release Seller from claims related to the condition of the Property. During the due diligence period, staff intends to, among other things, engage a consultant to perform a "Phase I" environmental assessment and, if warranted, further investigations.

<u>Due Diligence Period</u>: The District would have a 60-day period to conduct and complete a due diligence review, including such matters as title condition; lease status; appraisal; physical, structural, and environmental condition; land use, zoning, and entitlement status; and suitability of the Property for the District's intended purpose. Should the District identify material concerns with the Property, it may terminate the Agreement and receive a refund of its deposit during this due diligence period. Staff recommends authorizing the General Manager to approve/accept information received during due diligence and proceed with the closing of the purchase of the Property in the event that she determines in her reasonable discretion that such information

does not materially affect the District's interests, is consistent with the District's expectations under the Purchase and Sale Agreement, and/or is otherwise commercially reasonable to accept.

<u>Title Matters</u>: The District has received a preliminary title report for the Property indicating a limited number of items/exceptions pertaining to the Property. Staff is not aware that any of the items will materially affect the value or use of the Property for the District's intended purpose, but that assessment is subject to confirmation during the due diligence period. Staff has retained a surveyor to assist in this process.

<u>Deposit</u>: The District would make an initial \$100,000 deposit upon opening escrow, which would be applied toward the purchase price at closing. If the District terminates the agreement during the due diligence period, the full amount of the deposit would be refunded to the District. After the close of the due diligence period, the deposit would only be refunded to the District in limited circumstances (such as breach by the seller).

<u>Schedule</u>: If your Board approves a Purchase and Sale Agreement to acquire the Property, Seller would be required to sign the agreement no later than May 5, 2022, the parties would open escrow shortly thereafter, and the 60-day due diligence period would begin promptly. The closing would occur 30 days after completion of due diligence. Staff expects closing to occur no later than August 9, 2022.

Other Matters for Consideration

San Rafael Report on Conformity with General Plan: California Government Code Section 65402(c) requires that whenever a governmental entity intends to acquire property within the jurisdiction of another city, the local planning agency of that city must have an opportunity to report on whether the location, purpose, and extent of the proposed acquisition conforms with city's adopted general plan. District staff requested a report from the City of San Rafael regarding the conformity of the District's proposed acquisition of the Property with San Rafael's general plan. On April 26, 2022 the San Rafael Community Development Director issued a letter reporting to the District that the acquisition and use is consistent with the San Rafael General Plan 2040.

<u>Title VI Equity Analysis:</u> The District is required to conduct a Title VI equity analysis to ensure the location identified for purchase is selected without regard to race, color, or national origin. No engine or bodywork will be performed at the site.

After considering all potential Title VI-related impacts, staff determined that there are no equity impacts associated with acquisition of the Property. The District's purchase of the Property will not change the intensity of use of the Property and will be consistent with the existing light industrial and commercial activities on site, and those same uses at adjacent properties.

An inspection of the Property disclosed that the site is on the east side of Kerner Blvd. To the west of Kerner Blvd. is E. Francisco Blvd, a freeway frontage road immediately adjacent to and parallel with Highway 101. The east side of the Property consists of vacant land. The developed properties in this area are primarily used for light industrial operations. The proposed purchase will not disrupt any community activities or community uses such as community centers, parks, and churches. There are no residences located within a half mile from the Property on either side of Kerner Blvd, and there are no visual or noise impacts to residential properties. No displacement of residential or commercial properties is required.

The property immediately to the south at 3000 Kerner Blvd is the Marin Access Operations facility, a building housing Marin Transit's paratransit maintenance facility, call center, Travel Navigators, and administrative offices. Further south of the Marin Access Operations center, the building at 2980 Kerner Blvd was formerly used for manufacturing and industrial equipment and supplies and a portion of the building is currently rented to Silk Road Teas. A Ross Valley Sanitary District facility is located on the other side of that building, at 2960 Kerner Blvd. A youth gymnastics academy is located immediately to the north at 3030 Kerner Blvd. Immediately across Kerner from the Property there is a back entrance to Storage House, a storage locker business and the street address of this business is 1325 Francisco Blvd East. Other nearby uses include a major UPS shipping and distribution facility, auto repair, bathroom supply showroom, signage shop, U-Haul, fast food businesses, and warehouses. The Property is accessed directly via Kerner Blvd from the north and south.

While not currently anticipated, should the District propose a change in use in the future, the District will conduct all appropriate public noticing, outreach, and Title VI analysis.

<u>No Displacement; Relocation Benefits</u>: Staff has determined that because the District is acquiring the Property through a voluntary sale, and because the tenants occupy on a month-to-month basis, and Seller is exercising its existing right to terminate the leases for Seller's benefit, the Seller and tenants will not be displaced persons in connection with the proposed purchase of the Property and, as such, will not be eligible for relocation assistance under state law.

Environmental Review

Based on a review of the facts and circumstances of the Property and this transaction, staff determined that the acquisition and use of the Property is exempt from CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") section 15332 (Class 32) (In-Fill Development Projects). Section 15332 exempts projects characterized as in-fill development meeting the following five conditions: (a) project is consistent with the applicable general plan designation and zoning designation; (b) proposed development occurs within city limits on a project site of no more than five acres, substantially surrounded by urban uses; (c) project site has no value as habitat for endangered, rare, or threatened species; (d) project would not result in significant effects related to traffic, noise, air quality, or water quality; and (e) project site can adequately be served by all required utilities and public services. The proposed project falls squarely in the Class 32 exemption. The City of San Rafael has concluded that the use is consistent with the land use planning documents. The site is less than one acre and substantially surrounded by urban uses. The site and many neighboring uses are already built. Accordingly, the site has no value for habitat and is adequately services by existing utilities and public services. The demolition of the existing structure, minor improvements, and use for overnight parking for existing fleet vehicles would not result in significant effects related to traffic, noise, air quality, or water quality.

Staff has also determined that the acquisition and use of the Property is exempt from CEQA pursuant to CEQA Guidelines section 15301 (Class 1) (Existing Facilities), which includes "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." Examples of qualifying projects under Class 1 include, but are not limited to, demolition and removal of up to three commercial structures in urbanized areas designed for an occupant load of 30 persons or less per structure on sites zoned for commercial use. The proposed project includes demolition of just two structures in an urban area on a site zoned for commercial use. Although the occupant load of the existing structures exceed 30 persons, the actual occupancy of the structures is understood to be less. Given the context in which the property is located and the nature of the proposed project, the District concludes that Class 1 applies.

Under certain circumstances outlined in CEQA Guidelines section 15300.2, a project that otherwise qualifies for an exemption will not be exempt from CEQA. None of the circumstances outlined in CEQA Guidelines section 15300.2 apply to District's proposed acquisition and use of the Property.

Lastly, staff has concluded the proposed project is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3) (General Rule), because it can be seen with a certainty that there is no possibility that the project may have a significant effect on the environment.

FISCAL/STAFFING IMPACT:

These board actions approve the expenditure of \$3.5 million for the purchase of the Property and \$350,000 for expenditures related to the acquisition such as due diligence, closing, and related costs (e.g., appraisal, land surveying, broker commission, title insurance premium, escrow, staff time and recording fees).

To accomplish the acquisition of the site, staff recommend that the Board adopt FY2021/22 budget amendment 2022-03 to add \$3.85 million total capital project cost to the capital budget. The property acquisition is already included in the draft FY2022/23 Budget.

The project will be funded with the District capital reserves. The district had \$19.2 million in capital reserves at the end of FY2020/21 and with this planned expenditure and estimated actuals for FY2021/22, the draft FY2022/23 budget anticipates a capital reserve of \$16.7 million at the close of FY2022/23.

Respectfully submitted,

Nancy E. Whelan

Nancy Whelan General Manager

Attachments: Attachment A - Initial Evaluation Criteria for Siting a Marin Transit Bus

Maintenance and Operations Facility

Attachment B - Site Map

Attachment C - Purchase and Sale Agreement

Thres	hold Criteria						
These red	quirements must be met. If they are not met, th	ne site wi	ll be rejected.				
Α	Minimum size for a single site or combination of two sites shall be at least 3 acres.						
В	Land use shall be consistent with the Genera	al Plan.		√			
С	Purchase and development of the site shall b	be financ	ially feasible and cost effective.	√			
Select	tion Criteria						
			Peak period travel time to San Rafael Transit Center (SRTC) less than 12 minutes and within 4 miles				
1	Minimize deadhead or non-revenue		Peak period travel time to SRTC between less than 25 minutes and within 8 miles				
Si	service costs	O	Peak period travel time to SRTC less than 40 minutes and within 12 miles				
		\bigcirc	Peak period travel time to SRTC more than 40 minutes or 12 miles				
			Within 1 minute from a US 101 on ramp				
2	Accessible to US 101		Within 5 minutes from a US 101 on ramp				
2	Accessible to 03 101	•	Within 10 minutes from a US 101 on ramp				
	****	\circ	10+ minutes from a US 101 on ramp				
3	Compatible land use / good neighbor potential		Current zoning and use is same or similar to proposed bus maintenance and storage facility use Zoning is consistent with a bus maintenance and storage facility, or the site is eligible for a conditional use permit	•			
			Accommodates 75 bus and shuttle vehicles	0			
4	Sufficient size and accessibility to	•	Accommodates 45 - 75 bus and shuttle vehicles	Site is maneuverable &			
4	maneuver and store buses		Accommodates 30-45 bus and shuttle vehicles	accomodates maintenance			
	1111	0	Accommodates less than 30 bus and shuttle vehicles	functions			
	Primary egress and ingress routes to site		Primary access route is adjacent to or on frontage road of highway				
5	are compatible with local circulation plan	•	Primary access route is on arterial				
		•	Primary access route is on local collector				
			Developable within three years				
6	Site Readiness		Developable within five years				
O	Site readilless	•	Developable within ten years	+1			
	*****	+1	* Extra point if site is partially available within 2 years				
_			Multiple bus and shuttle vehicle access opportunities				
7	Minimal vulnerability in case of a natural disaster	0	Adequate vehicle access opportunities				
			Single point of vehicle access				

Site Map: 3010 Kerner Blvd





STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: April 27, 2022	
1. Buyer.	
1.1 Marin County Transit District,	a transit district formed pursuant to California
Public Utilities Code Sections 70000 et	seq. , ("Buyer") hereby offers to purchase the real property, hereinafter described,
from the owner thereof (" \mathbf{Seller} ") (collectively, the " $\mathbf{Parties}$ " or individu	ally, a "Party"), through an escrow ("Escrow") to close 30 or days after the
waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing	Date") to be held by Old Republic Title Company ("Escrow Holder")
	A 94949 , Phone No. 415-897-9632 , Facsimile No upon the
	shall have the right to assign Buyer's rights hereunder, but any such assignment shall not
relieve Buyer of Buyer's obligations herein unless Seller expressly releas	ses Buyer. ate when by execution and delivery (as defined in paragraph 20.2) of this document or a
<u> </u>	nent in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon
terms accepted by both Parties.	
2. Property.	
	er consists of (insert a brief physical description) Two (2) commercial
	nly known as (street address, city, state, zip) 3010 & 3020 Kerner Blvd
	scribed as:(APN:009-121-12and009-121-13,). naccurate, this Agreement shall not be invalid and the legal description shall be completed or
	<u>le Company</u> (" Title Company "), which shall issue the title policy hereinafter described.
	rmanent improvements thereon, including those items which pursuant to applicable law are a
	ler and at present located on the Property: electrical distribution systems (power panel, bus
	systems (lines, jacks and connections only); space heaters; heating, ventilating, air
	rity and fire detection systems; carpets; window coverings; wall coverings; and
(collectively, the "Improvements").	
	ded in the Purchase Price, is leased by Seller, and Buyer will need to negotiate a new lease
with the fire monitoring company, — ownership will be determined d	=
	s not include Seller's personal property, furniture and furnishings, and all of
which shall be removed by Seller prior to Closing.	
3. Purchase Price.	
3.1 The purchase price ("Purchase Price") to be paid by Buyer to (Strike any not applicable)	Seller for the Property shall be \$3,500,000.00, payable as follows:
(a) Cash down payment, including the Deposit as defined	in paragraph 4.3 (or if an all cash transaction, the Purchase Price): \$3,500,000.00
(b) Amount of "New Loan" as defined in paragraph 5.1, if a	
(b) Amount of New Louis as defined in paragraph 3.1, it	_\$0.00_
(c) Buyer shall take title to the Property subject to and/or	assume the following existing deed(s) of trust ("Existing Deed(s) of
Trust") securing the existing promissory note(s) ("Existing promissory note(s) ("Existing promissory note)	ing Note(s)"):
(i) An Existing Note ("First Note") with an unpaid pri	incipal balance as of the Closing of approximately:
0.1151	\$0.00
·	onth, including interest at the rate of% per annum
until paid (and/or the entire unpaid balance is du	principal balance as of the Closing of approximately:
(ii) An Existing Note (" Second Note ") with an unpaid	\$0.00
Said Second Note is payable at per	month, including interest at the rate of% per annum
until paid (and/or the entire unpaid balance is du	
	ey Deed of Trust") on the property, to secure the promissory note
of Buyer to Seller described in paragraph 6 ("Purchase	· · · · · · · · · · · · · · · · · · ·
	\$0.00
Total Purchase Price:	\$3,500,000.00
2.2. If Divor is taking title to the Dreparty subject to	an Evicting Dood of Trust and such dood of trust assemble the honoficians to done and assemble
5.2 II BUYER IS TAKING LITTLE TO THE PROPERTY SUBJECT TO, OF ASSUMING	g, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment
INITIALS	INITIALS
© 2019 AIR CRE. All Rights Reserved.	Last Edited: 4/27/2022 12:56 PM
OFA-20.20, Revised 10-22-2020	Page 1 of 10

Item 7

	es including, but not limited to, points, processing fees, and appraisal fees as mum of 1.5% of the unpaid principal balance of the applicable Existing Note.	a condition to the transfer of the Property, Buyer agrees to pay such fees up to a
4.	Deposits.	
	4.1 Buyer has delivered to Broker a check in the sum of	, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or
unila unde	business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after both Parties have executed this Agreement and business days after busine	the executed Agreement has been delivered to Escrow Holder, $\underline{\text{or}}$ within 2 or the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to
	4.2 Additional deposits:	
Purc	nase Price at the Closing.	deposit with Escrow Holder the additional sum of $\frac{\$0.00}{1000}$ to be applied to the graph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow
writi	er the additional sum of \$0.00 to be applied to the Purchase Price at (c) If an Additional Deposit is not received by Escrow Holder within	
accr	tered bank in an interest bearing account whose term is appropriate and con ue to the benefit of Buyer, who hereby acknowledges that there may be pena	uant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally sistent with the timing requirements of this transaction. The interest therefrom shall lities or interest forfeitures if the applicable instrument is redeemed prior to its 48 . NOTE: Such interest bearing account cannot be opened until Buyer's Federal
of sa	id monies to Seller as and for independent consideration for Seller's' execution	eives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 on of this Agreement and the granting of the contingency period to Buyer as herein be credited to the Purchase Price in the event that the purchase of the Property is
•	pleted.	
brea		non-refundable but applicable to the Purchase Price except in the event of a Seller of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).
5.	Financing Contingency. (Strike if not applicable)	
		any, financial institution or other lender, a commitment to lend to Buyer a sum equal
Prop	erty. If this Agreement provides for Seller to carry back junior financing, the	Such loan (" New Loan ") shall be secured by a first deed of trust or mortgage on the in Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 is New Loan to approve or disapprove of such proposed terms. If Seller fails to notify.
Escr	w Holder, in writing, of the disapproval within said 7 days it shall be conclusi	71
h	5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in wri	
nası		potained said New Loan of has waived this New Loan contingency. hin the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New
		npt return of the Deposit, plus any interest earned thereon, less only Escrow Holder
6.	Seller Financing. (Purchase Money Note). (Strike if not applicable)	
	6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase P	Money Note shall provide for interest on unpaid principal at the rate of
		chase Money Note and Purchase Money Deed of Trust shall be on the current forms
com	monly used by Escrow Holder, and be junior and subordinate only to the Exist 6.2—The Purchase Money Note and/or the Purchase Money Deed of Trusts (a)—Prepayment. Principal may be prepaid in whole or in part at any	shall contain provisions regarding the following (see also paragraph 10.3 (b)):
		o any payment of principal, interest, or other charges, not made within 10 days after
itis	lue. (c) Due On Sale. In the event the Buyer sells or transfers title to the	Property or any portion thereof, then the Seller may, at Seller's option, require the
enti	e unpaid balance of said Note to be paid in full.	and a first trade of the first production of the first
requ	est for notice of default and/or sale with regard to each mortgage or deed of	ncing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf in trust to which it will be subordinate. IENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN,
SELL	ER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.	IENTS ON SELLER FINANCING. IF BOTER OLITIVIALELI DEFAULTS ON THE LOAN,
		onable approval of Buyer's financial condition. Buyer to provide a current financial
such	documentation to satisfy itself with regard to Buyer's financial condition and	
has a	pproved Buyer's financial condition. If Seller is not satisfied with Buyer's financial rotify Escrow Holder in writing that Seller Financing will not be available, and	this contingency within said time period, it shall be conclusively presumed that Selle ancial condition or if Buyer fails to deliver the required documentation then Seller deliver shall have the option, within 10 days of the receipt of such notice, to either f Buyer fails to notify Escrow Holder within said time period of its election to
term		cted to purchase the Property without Seller financing. If Buyer elects to terminate,
		
	 IALS	INITIALS
INIT		

INITIALS
© 2019 AIR CRE. All Rights Reserved.
OFA-20.20, Revised 10-22-2020

Last Edited: 4/27/2022 12:56 PM

7. Real Estate Brokers.	
7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in	ı
this transaction with the following real estate broker(s) (" Brokers ") and/or their agents ("Agent(s)"):	
Seller's Brokerage Firm Real Estate Advisor Group License No. 02054581 is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent).	
Seller's Agent <u>Tim_Heffernan</u> License No <u>01449397</u> is (check one): the Seller's Agent (salesperson or broker associate); or bot	
	th
the Seller's Agent and the Buyer's Agent (dual agent).	
Buyer's Brokerage Firm Cushman & Wakefield License No 1393059 is the broker of (check one): ✓ the Buyer; or — both the	
Buyer and Seller (dual agent).	
Buyer's Agent Brian Foster License No. 01393059 is (check one): Uthe Buyer's Agent (salesperson or broker associate); or both	ı
the Buyer's Agent and the Seller's Agent (dual agent).	
The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.	
7.2 Ruiser and Seller each represent and warrant to the other that he/she/it has had no dealings with any nerson, firm, broker agent or finder in connection	

with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

Escrow and Closing.

- 8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.
- 8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.
- 8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.
- 8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.
- 8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller Buyer shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)
- 8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.
- 8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.
- 8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.
- 8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.
- 8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

Contingencies to Closing.

- 9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.
- (a) Disclosure. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property,

NITIALS		INIT
2019 AIR CRE.	All Rights Reserved.	

OFA-20.20. Revised 10-22-2020

Last Edited: 4/27/2022 12:56 PM

© 2019 AIR CRE. All Rights Reserved.	Last Edited: 4/27/2022 12:56 PM
INITIALS	INITIALS
	atsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is e Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing
following the Date of Agreement. (n) Destruction, Damage or Loss. Subsequent to the	ne Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or
	or encumbrances affecting such personal property that it is aware of within 10 or days
	nal property is included in the Purchase Price, Buyer has 10 or days following the Date of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be
receipt of such documents to satisfy itself with regard to the for	rm and content thereof.
	e Money Note and Purchase Money Deed of Trust. Buyer has 10 or days following the
	rovided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee back a Purchase Money Note then Seller shall within 10 or days following the Date of
with regard to such financing. Buyer's obligation to close is con-	ditioned upon Buyer being able to purchase the Property without acceleration or change in the terms
beneficiary in connection with such loan. Buyer has 10 or	days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself
	ne holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the see, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the
	and related agreements (collectively, "Loan Documents") to which the Property will remain subject
	I financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency. In stricken, Seller shall within 10 or days following the Date of Agreement provide Buyer
from the date of the agreement, whichever is later, to satisf	, e
	ect the Property after Closing. Buyer has 60 10 days from the receipt of said Other Agreements or
later, to satisfy itself with regard to the association. (i) Other Agreements. Seller shall within 10 or	days following the Date of Agreement provide Buyer with legible copies of all other
	as 60 10 days from the receipt of such documents or from the date of the agreement, whichever is
	uch transfer package shall at a minimum include: copies of the association's bylaws, articles of
	days following the Date of Agreement provide Buyer with a statement and transfer
complete and execute an Estoppel Certificate for that tenancy.	Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates or 60 days from f with regard to the Existing Leases and any other tenancy issues.
	published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall n Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall
• •	ngements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement
	shall within 10 or days following the Date of Agreement provide both Buyer and Escrow
	which event Buyer shall pay any additional premium attributable thereto.
-	et of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to
standards for an owner's policy by a licensed surveyor, showing	the legal description and boundary lines of the Property, any easements of record, and any
	any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA")
encumbrance at or before the Closing. (g) Survey. Buyer has 30 or 60 days fol	lowing the receipt of the Title Commitment and Underlying Documents or from the date of the
	Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary
	icumbrance, which by the terms of this Agreement is not to remain against the Property after the
	or 60 days from the date of the agreement, whichever is later, to satisfy itself with regard to the
	0 or days following the Date of Agreement. Buyer has 10 days from the receipt of the
	a current commitment for title insurance ("Title Commitment") concerning the Property issued by the dot on the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing
handicapped and Americans with Disabilities Act requirements,	
	y have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with ermits and approvals required with respect to zoning, planning, building and safety, fire, police,
(e) Governmental Approvals. Buyer has 30 or <u>6</u>	days following the Date of Agreement to satisfy itself with regard to approvals and permits
	the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for lat Seller may have within 10 days following the Date of Agreement.
	days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is
under applicable Federal, state or local law.	
	djacent to the Property of a Hazardous Substance that would require remediation and/or removal
•	or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this
• • •	ng properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of
	has 30 or 60 days following the receipt of the Property Information Sheet or the Date of environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance
is later, to satisfy itself with regard to the physical aspects and si	
(b) Physical Inspection. Buyer has 10 or 60	days following the receipt of the Property Information Sheet or the Date of Agreement, whichever
Agreement. Buyer has 60 40 days from the receipt of said disc disclosed.	closures or the date of agreement, whichever is later to approve or disapprove the matters
	days following the Date of

more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

- (o) Material Change. Buyer shall have 60 40 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.
- (p) Seller Performance. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.
- (q) Brokerage Fee. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.
- 9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."
- 9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.
- 9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents and Other Items Required at or Before Closing.

- 10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.
 - 10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:
 - (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
 - (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
 - (f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
 - (g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

 10.3 Buyer shall deliver to Seller through Escrow:
- (a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.
- (b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.
 - (c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.
 - (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
 - (e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
 - (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.
- 10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection

INITIALS INITIALS

© 2019 AIR CRE. All Rights Reserved. OFA-20.20. Revised 10-22-2020

Item 7

Page 5 of 10

policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

- 11.1 Taxes. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.
- 11.2 Insurance. WARNING: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.
- 11.3 Rentals, Interest and Expenses. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.
 - 11.4 Security Deposit. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.
- 11.5 Post Closing Matters. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.
- 11.6 Variations in Existing Note Balances. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.
- 11.7 Variations in New Loan Balance. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.
- 11.8 Owner's Association Fees. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

- 12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:
- (a) Authority of Seller. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.
- (b) Maintenance During Escrow and Equipment Condition At Closing. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.
- (c) Hazardous Substances/Storage Tanks. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.
- (d) Compliance. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.
- (e) Changes in Agreements. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld. Which may be granted or withheld in Buyer's sole discretion.
- (f) Possessory Rights. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.
 - (g) Mechanics' Liens. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.
- (h) Actions, Suits or Proceedings. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.
- (i) Notice of Changes. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.
- (j) No Tenant Bankruptcy Proceedings. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.
 - (k) No Seller Bankruptcy Proceedings. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.
- (I) Personal Property. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.
- 12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.
- 12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.
- 12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

	
INITIALS	INITIALS
© 2019 AIR CRE. All Rights Reserved.	

OFA-20.20. Revised 10-22-2020

Last Edited: 4/27/2022 12:56 PM

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

- 17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
- 17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokersge Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

- 19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
- 19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
- 19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

- 20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of <u>San Rafael</u> on the date of May 5, 2022, it shall be deemed automatically revoked.
- 20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21.	LIQUI	DATED	DAMAG	ES. (This	Liquidate	ed Damages	paragraph is	applicable o	nly if initia	led by both Pa	rties).				
THE	PARTIE	S AGRE	E THAT	IT WOUL	D BE IMPI	RACTICABLE	OR EXTREM	IELY DIFFICUL	T TO FIX, P	RIOR TO SIGNI	NG THIS AC	GREEMENT, 1	HE ACTUAL	DAMAGES W	HICH
wo	JLD BE	SUFFER	RED BY S	SELLER IF	BUYER FA	AILS TO PERF	ORM ITS OB	LIGATIONS U	INDER THIS	AGREEMENT.	THEREFOR	E, IF, AFTER	THE SATISFA	CTION OR W	AIVER
OF A	ILL CON	NTINGE	NCIES P	ROVIDED	FOR THE	BUYER'S BEI	NEFIT, BUYEI	R BREACHES	THIS AGRE	EMENT, SELLER	SHALL BE	ENTITLED TO	LIQUIDATE	DAMAGES I	N THE
AMO	DUNT C)F <u>\$1</u>	100,0	00.00	. UPO	N PAYMENT	OF SAID SUI	M TO SELLER,	, BUYER SH	IALL BE RELEAS	ED FROM A	ANY FURTHE	R LIABILITY 1	O SELLER, AN	ND AN
ESCI	ROW CA	ANCELL	ATION F	EES AND	TITLE CO	MPANY CHA	RGES SHALL	BE PAID BY S	ELLER.						

_			
	Buyer's Initials	Seller's Initials	

22.	ARBITRATION OF DISPUTES.	(This Arbitration of Disputes	s paragraph is applicable	only if initialed by	both Parties.

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT
SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WIT
TS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

NITIALS		INITIALS
© 2019 AIR CRE.	All Rights Reserved.	

OFA-20.20. Revised 10-22-2020

Last Edited: 4/27/2022 12:56 PM

SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials	_	Seller's Initials

23. Miscellaneous.

- 23.1 **Binding Effect**. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.
- 23.2 **Applicable Law**. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.
 - 23.3 Time of Essence. Time is of the essence of this Agreement.
- 23.4 **Counterparts**. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.
- 23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.
- 23.6 **Conflict**. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.
- 23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.
 - 23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

- 24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.
- 24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction as follows:
- (a) Seller's Agent. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- (b) Buyer's Agent. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- (c) Agent Representing Both Seller and Buyer. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the

INITIALS	INITIALS
© 2019 AIR CRE. All Rights Reserved.	

OFA-20.20. Revised 10-22-2020

agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

- (d) Further Disclosures. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.
- 24.3 Confidential Information. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.
- **25. Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

OFA-20.20. Revised 10-22-2020

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 26.1 through 26.3. (If there are no additional provisions write "NONE".)

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
- 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

	Date:
BROKER	BUYER
Cushman & Wakefield	Marin County Transit District, a transit district formed pursuant to California Public Utilities Code Sections 70000 et seq.
Address: 900 Larkspur Landing Circle #295 Larkspur CA 94939 Phone: 415-451-2437 Fax: Email: brian.foster@cushwake.com Federal ID No.: Broker DRE License #: 01393059	By: Name Printed: <u>Stephanie Moulton-Peters</u> Title: <u>Board President</u> Phone: <u>415-226-0855</u> Fax: Email: <u>nwhelan@marintransit.org</u>
INITIALS © 2019 AIR CRE. All Rights Reserved.	INITIALS Last Edited: 4/27/2022 12:56 PM

Page 9 of 10

Agent DRE License #:	
The tree section in the section in t	By:
	Name Printed:
	Title:
	Phone:
	Fax:
	Email:
	Address:
	Federal ID No.: 38-3835348
27.2 In consideration of real estate brokerage service rendered by Brokers, % of the Purchase Price to be divided between the Brokers as follow Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such	ws: Seller's Broker % and Buyer's Broker %. This have reached account of the proceeds accruing to the account of Seller at the
commission outside this agreement.	
27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers t	
NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BU	JYER BY SELLER UNDER THIS AGREEMENT.
	Date:
BROKER	SELLER
Real Estate Advisor Group	In Defense of Animals
Attn: Tim Heffernan	By:
Title:	Name Printed:
	Title: Chief Executive Officer
Address:	Phone:
Phone:	Fax:
Fax: Email:	Email:
Federal ID No.:	
Broker DRE License #:02054581	Ву:
Agent's DRE License #: 01449397	Name Printed:
	Title: Corporate Secretary
	Phone:
	Fax:
	Email:
	Address:
	Federal ID No.:
	* 213-687-8777 * contracts@aircre.com roduced in any form without permission in writing.

© 2019 AIR CRE. All Rights Reserved. OFA-20.20, Revised 10-22-2020

INITIALS

3010 3020 Kerner Blvd, San Rafael Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate Addenda

- Voluntary Purchase /Sale Agreement from Private Entity to Public Agency. Buyer is a 26.1 transit district whose purpose is to develop, finance, organize, and provide local Marin County transit service in a manner consistent with an overall San Francisco Bay Area regional transit system. Buyer currently operates local fixed route, paratransit, and mobility management services under contracts with service providers. Buyer typically provides these contractors with the vehicles needed to operate the service and relies on the contractors to provide some of their own operations and maintenance facilities. The existing operations and maintenance facilities are dispersed throughout the county. Buyer is interested in purchasing additional property for parking a portion of its fleet at that facility to increase competition for contracted services by expanding future procurement opportunities to include bidders who do not have access to fleet parking within the county, reduce long term risk, improve efficiency, and reduce operating costs. Buyer represents to Seller that no specific site or property needs to be acquired, the property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits, and Buyer will not acquire the property if negotiations fail to result in an amicable agreement; Buyer has informed Seller in writing of what Buyer believes to be the market value of the property.
- 26.2 <u>Governmental Approvals</u>. Pursuant to paragraph 9.1(e), Buyer's Contingencies include, among other things, Buyer's right to satisfy itself with regard to approvals or permits from governmental agencies or departments which Buyer deems necessary or desirable in connection with its intended use of the Property. For clarification, the scope of such approvals may also include, among other things, appraisal of the Property; the Property's compliance with all applicable laws, regulations, permits, and approvals; compliance with the California Environmental Quality Act; compliance with California Government Code Sections 7260, et seq.; and compliance with California Government Code Section 65402.
- 26.3 Occupancy. At the Closing, the Property will be unoccupied and no person other than Seller will be in possession of the Property or have claim to possession of the Property. Accordingly, Seller is not assigning any of the Existing Leases or Other Agreements to Buyer at the Closing, and paragraph 10.2(c) and 10.3(c) are not applicable; no rents are required to be prorated at the Closing, and reference to rents in paragraph 11.3 is not applicable; no security deposits held by Seller will be given to Buyer at the Closing, and paragraph 11.4 is not applicable; and there will be no possessory rights of tenants under Existing Leases at the Closing, and reference to any such rights in paragraph 13 is not applicable.



711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org May 2, 2022

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

SUBJECT: Update on Regional Transit Fare Coordination and Integration Study

Dear Board Members:

BACKGROUND: The Fare Coordination/Integration Study and Business Case was launched in late 2019 by the Bay Area's transit operators and MTC to propose changes to the Bay Area's transit fare policies to improve the passenger experience and grow transit ridership. Key objectives of the project include:

- Developing goals for the regional fare system that will support an improved user experience, increased transit ridership and build on robust public outreach;
- Identifying barriers, especially barriers related to fares and the user experience, that are impeding increased ridership;
- Identifying opportunities to increase transit ridership by improving the regional fare system through regional fare coordination and integration strategies; and
- Developing a detailed implementation plan, including funding plan, for recommended improvements.

In October 2021, the Fare Coordination/Integration Study and Business Case project team released a Draft Business Case Summary Report, which provided a detailed analysis of possible transit fare policy actions and near-term recommendations for the most cost-effective and beneficial fare policy changes for transit riders. These actions included piloting an institutional/employer pass program at educational institutions, offering free local transfers and reduced cost regional transfers, developing an all-transit agency pass product for the general public, and continuing to develop a strategy to bring all regional transit services (rail, ferry, express bus) into a common fare structure.

On November 15, 2021 the Fare Integration Task Force unanimously adopted a Bay Area Transit Fare Policy Vision Statement to articulate a policy direction it supported and to provide direction to transit agency and MTC staff about how to prioritize upcoming work in relation to fare policy. The Policy Vision Statement includes four key Transit Fare Policy Initiatives for Further Development which are highlighted below:

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo

- 1. Deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations.
- Implement no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2023, coinciding with the rollout of the Next Generation Clipper® system.
- 3. Continue to develop a proposal for implementing an all-transit agency pass product for the general public after the launch of the Next Generation Clipper® system in 2023 or later (pending outcomes and data from the pilot noted in no. 1 above).
- 4. Continue to refine the vision of creating a common fare structure (distance or zone-based) for regional rail, ferry, and express bus service after Next Generation Clipper® system implementation. Direct transit operator staff and MTC staff to continue to evaluate the benefits and costs of a common fare structure for regional transit services in the context of a broader evaluation of post-COVID-19 pandemic ridership patterns, the role of regional transit service in the region, and the funding strategy for these regional transit services.

These initiatives will be carried out against a backdrop of continued economic, financial, and operating uncertainty driven by the pandemic; and related implementation considerations are noted.

MTC and the project team will present the findings and recommendation of the Fare integration Study and outline the steps for implementation of the identified transit fare policy initiatives at your May 2, 2022 Board meeting. A copy of the team's presentation is attached.

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

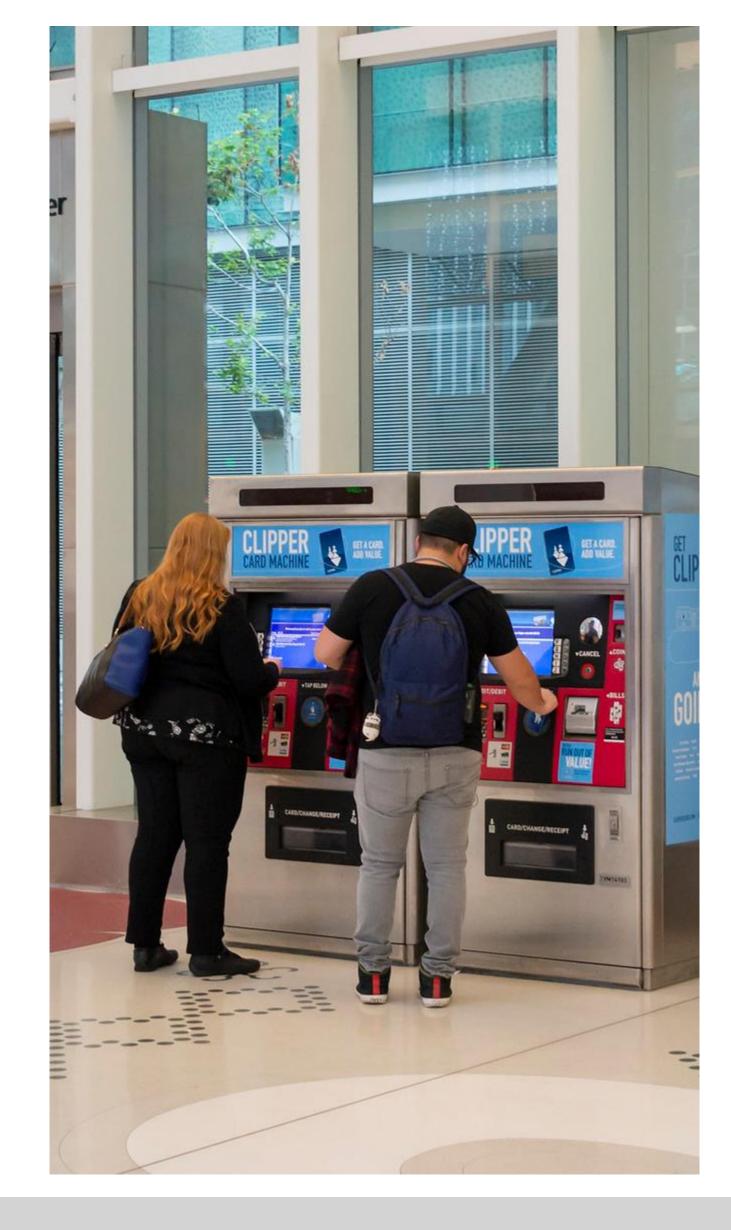
Respectfully submitted,

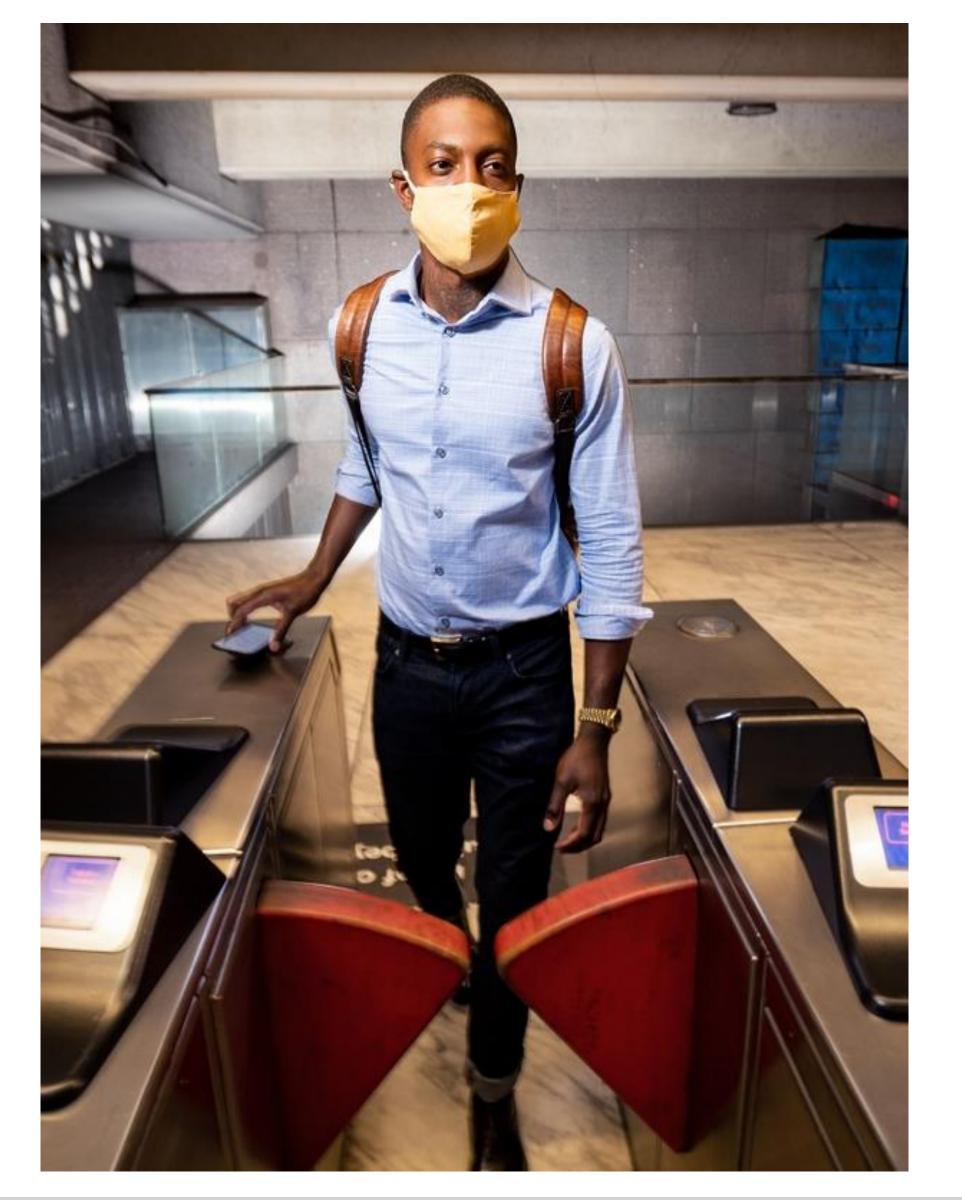
Aida Banihashemi

Manager of Planning and Marketing

Attachment: Fare Coordination/Integration Study and Business Case presentation









Fare Coordination/Integration Study and Business Case

Marin Transit Board of Directors May 2, 2022





Overview of Key Actions

- Project scope developed in 2019 by transit operators and MTC, project kicked off in early 2020
- 2 Draft Business Case Report released in fall 2021
- Transit Fare Policy Vision Statement adopted by Fare Integration Task Force in November 2021
- Project team working to implement first Policy Vision Statement action(s) in late summer 2022

Full Business Case Report: Available for download here.







Transit Operators & MTC Working Together

Fare Integration Task Force – Project Ownership

Co-Project Managers – BART & MTC staff

Transit Operator Staff Working Group

Consultant team led by the firm Steer

Policymaker and Stakeholder Engagement

Policymaker Webinar

MTC Policy Advisory Council Subcommittee on Fare Coordination/Integration

Blue Ribbon Transit Recovery Task Force

Fare Integration Task Force































Project Problem Statement

Fare policy is one among several factors that have constrained the growth of transit ridership in recent years. Current fare policies are informed by funding and governance models that incentivize locally-focused fares without providing a coherent set of policies to set fares that support ridership growth.

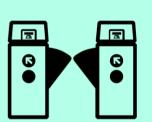
As a result, Fare Coordination and Integration has a role to play in restoring transit ridership, supporting recovery from the COVID-19 pandemic, and delivering the transportation system the Bay Area needs for its coming decades of growth.

The following key issues define how fares impact ridership and contribute to the key challenges which detract from rider experience:

Customer Value



Current fare policies can lead to a disconnect between the fare charged and the value a customer places on their trip.



Payment Experience

Current fare products, passes, payment technologies, and payment experiences may not be legible.

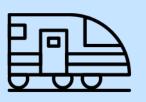
Key Issues

Current fares may not consistently meet the needs of Equity Priority Communities.

Equity



Current fares may not optimize the ridership and benefits of proposed transportation investments.



Future Transit





Fare Integration Tiers

The fare integration business case assesses the benefits, costs, and requirements associated with increasing tiers of fare policy integration in the Bay Area.

1.

Overlays to the fare structure

3. Regional Change



Passes and Caps

Cap based on # of trips, cap based on price cap, pass at various price levels

What level of benefit can be unlocked from overlays to the fare system alone or as part of other tiers?

Free Transfers to/from Local Transit (Local Bus and LRT)

Discounted Transfers to/from Regional Transit (Rail, Ferry, Express Bus)

What level of benefit is unlocked by providing free or discounted transfers between agencies?

Common Distance-Based or Zone-Based Fare System for Regional Transit (Rail, Ferry, Express Bus)

What additional benefits are unlocked by bringing all regional operators under one fare structure?

Common Distance-Based or Zone-Based Fare System for <u>all</u> Bay Area Transit

Common Flat-Fare for Local Transit

Can further benefits be realized by changing all local operator fares?





How Were Options Evaluated?

A business case framework is being used to make recommendations based on:



The overall benefits of integration



The comparative benefits of each tier



For tiers with multiple options, the specific benefits of each option and best option within a tier

Evaluation to determine the value and benefit of a fare structure



Why pursue fare integration?

- Advance key regional policies and goals
- Higher ridership, equity, financial sustainability, customer experience, and change in VMT

Reviewing financial impacts and risks and potential funding strategies

What are the financial requirements for successful integration?



Financial Dimension

Socio-Economic Benefit Cost Dimension (\$\square\$



What is the value of fare integration?

Monetizing the strategic benefits to estimate their overall value to the Bay Area

Fare Structure **Organization**

Reviewing financial impacts, risks and funding strategies

How can fare integration be implemented and managed?

Delivery and Operation Dimension



Evaluation to determine the risks and requirements required to deliver a structure





— Key Findings

Overview of Key Findings

Are there fare integration options that offer a cost effective, equitable way to promote transit?

Yes, especially in coordination with a broader user-focused regional strategy.

	Potential to drive ridership	Modeling suggests that fare structure changes could drive a small but significant increase in daily transit ridership (2 - 6%/22,000 - 70,000 trips, depending on the strategy & revenue recovery level)
• (\$) •	Cost-effective	Ridership benefits of targeted integration strategies appear reasonably cost efficient (~\$2-3 per new trip) as compared to alternatives such as global fare discounts (\$3/trip) or service enhancement and system optimization (~\$3-15/trip)
	Positive social ROI	Analysis suggests investment in fare integration would have a positive social return on investment through benefits such as lower VMT and travel time savings
	Balanced equity impacts	Fare integration strategies appear compatible with regional equity goals. Analysis indicates equity priority communities would receive a proportional share of the benefits of most strategies
	High uncertainty	There is uncertainty in the findings due to both the inherent uncertainty of modeling as well as post-pandemic uncertainty





— Policy Vision Statement + Near-Term Actions

Bay Area Transit Fare Policy Vision Statement

What is it?

The purpose of the Transit Fare Policy Vision Statement is to allow the Fare Integration Task Force to articulate a policy direction it supports in principle and to provide direction to transit agency and MTC staff about how to prioritize upcoming work, including returning to the Task Force with specific actions related to the proposed pilot all-transit agency employer/institutional pass.

What does it mean?

- Fare Integration Task Force wanted to *demonstrate support* for a fare policy vision, subject to certain complementary and necessary objectives, in order to provide direction to staff and signal a policy vision to outside stakeholders.
- The Policy Vision Statement *strengthen the case for new funding,* to support delivery of fare policy initiatives.
- The policy vision *does not* commit MTC or operators to any particular action or funding obligation.
- The Policy Vision Statement was unanimously approved by the Fare Integration Task Force in November 2021.

Based on the draft findings of the Fare Coordination and Integration Study (FCIS), the Fare Integration of the Fare Coordinated Integration Task Force (Task Force) recognizes that the implementation of more coordinated and integration for improving the transit customer. Integration Task Porce (Task Porce) recognizes that the implementation of more coordinated and sensitions for improving the transit customer and radicing. experience, promoting transit ridership recovery from the COVID-19 pandemic, and reducing transit travel times for customer experience, promoting transit indership recovery from the COVID-19 pandemic, and reducing in ways that are compatible with the equity goals of transit operators, local stakeholders, MTC regional vehicle miles traveled, greennouse gas emissions, and transit travel times for customers, and the State of California

and the State of California

and the State of California Transit Fare Policy Initiatives for Further Development Transit rare rolley initiatives:

The Task Force endorses continued work by transit operators and MTC staff to advance the 1. Deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022 with a focus on educational institutions affordable housing properties and Deployment of an all-transit agency institutional/employer pass demonstration prior 2022, with a focus on educational institutions, affordable housing properties, and available resources/technical considerations. employers of various sizes, pending available resources/technical considerations. 2. Implement no-cost and reduced cost transfers for transit users transferring between different transit agancies hadinning in 2023 coinciding with the rollout of the Next different transit agencies beginning in 2023, coinciding with the rollout of the Next 3. Continue to develop a proposal for implementing an all-transit agency pass product for the seneral nublic after the launch of the Next Generation Clinner® system/Clinner® 2 Continue to develop a proposal for implementing an all-transit agency pass product for the general public after the launch of the Next Generation Clipper® system/Clipper® 2 in the general public after the launch of the Ivext Generation Chippers' system Chip 2023 or later (pending outcomes and data from the pilot noted in no. 1 above). 4. Continue to refine the vision of eventually creating a common fare structure (distance or and express has service after Next Generation Zone-based) for regional rail, ferry, and express bus service after Next Generation

Climans 2 implementation Direct transit programs staff and MT Clipper® system/Clipper® 2 implementation. Direct transit operator staff and MTC staff

to continue to evaluate the benefits and costs of a common fare structure for ranional Chippers, system/Chippers, 2 implementation. Direct transit operator start and twite start and costs of a common fare structure for regional start and costs of a common fare structure for regional transit services in the context of a broader evaluation of post-COVID-19 pandemic ridership patterns, the role of regional transit service in the region, and the funding Complementary and Necessary Objectives to Facilitate Delivery of Transit Fare Policy In collaboratively advancing these improvements for the benefit of the Bay Area's transit

customers, we also recognize the continued economic challenges facing the region, and the In collaboratively advancing these improvements for the benefit of the bay Area's transit industry in particular. The Task Force recommends that transit operator and MTC str customers, we also recognize the continued economic challenges racing the region, and the shows policies while also acknowledging that successful delivery will transit industry in particular. The Task Force recommends that transit operator and INTIC start work to advance the above policies while also acknowledging that successful delivery will enurate objectives: work to advance the above policies while also acknowledging that successive pursuit of the following complementary and necessary objectives:





Fare Policy Vision Statement

Transit Fare Policy Initiatives for Further Development

The Task Force endorses continued work by transit operators and MTC staff to advance the following policy initiatives:

- 1. Deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations.
- 2. Implement a no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2023, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2.
- 3. Continue to develop a proposal for implementing an all-transit agency pass product for the general public after the launch of the Next Generation Clipper® system/Clipper® 2 in 2023 or later (pending outcomes and data from the pilot noted in no. 1 above).
- 4. Continue to refine the vision of eventually creating a common fare structure (distance or zone-based) for regional rail, ferry, and express bus service after Next Generation Clipper® system/Clipper® 2 implementation. Direct transit operator staff and MTC staff to continue to evaluate the benefits and costs of a common fare structure for regional transit services in the context of a broader evaluation of post-COVID-19 pandemic ridership patterns, the role of regional transit service in the region, and the funding strategy for these regional transit services.





Fare Policy Vision Statement, cont.

Complementary and Necessary Objectives to Facilitate Delivery of Transit Fare Policy Initiatives

In collaboratively advancing these improvements for the benefit of the Bay Area's transit customers, we also recognize the continued economic challenges facing the region, and the transit industry in particular. The Task Force recommends that transit operator and MTC staff work to advance the above policies while also acknowledging that successful delivery will require pursuit of the following complementary and necessary objectives:

- Implementation will not require the transfer of locally sourced funds between transit agencies.
- Prior to implementation of any of the Transit Fare Policy Initiatives, new funding sources will be sought to offset adverse transit agency revenue impacts resulting from implementation.
- Implementation of any of the Transit Fare Policy Initiatives will require approval by the appropriate transit agency governing body.
- Implementation of any of the Transit Fare Policy Initiatives will not result in a reduction of transit agency operating service levels.





Institutional Pass Pilot

A pilot institutional transit pass product is identified as the first action in the Policy Vision Statement

Bay Area Transit Fare Policy Vision Statement

Based on the draft findings of the Fare Coordination and Integration Study (FCIS), the Fare Integration Task Force (Task Force) recognizes that the implementation of more coordinated and integrated transit fare policies may offer cost-effective options for improving the transit customer experience, promoting transit ridership recovery from the COVID-19 pandemic, and reducing regional vehicle miles traveled, greenhouse gas emissions, and transit travel times for customers, in ways that are compatible with the equity goals of transit operators, local stakeholders, MTC, and the State of California.

Transit Fare Policy Initiatives for Further Development

The Task Force endorses continued work by transit operators and MTC staff to advance the

- Deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations.
- Implement no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2023, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2.
- 3. Continue to develop a proposal for implementing an all-transit agency pass product for the general public after the launch of the Next Generation Clipper® system/Clipper® 2 in 2023 or later (pending outcomes and data from the pilot noted in no. 1 above).
- 4. Continue to refine the vision of eventually creating a common fare structure (distance or zone-based) for regional rail, ferry, and express bus service after Next Generation Clipper® system/Clipper® 2 implementation. Direct transit operator staff and MTC staff to continue to evaluate the benefits and costs of a common fare structure for regional transit services in the context of a broader evaluation of post-COVID-19 pandemic ridership patterns, the role of regional transit service in the region, and the funding strategy for these regional transit services.

Complementary and Necessary Objectives to Facilitate Delivery of Transit Fare Policy Initiatives

In collaboratively advancing these improvements for the benefit of the Bay Area's transit customers, we also recognize the continued economic challenges facing the region, and the transit industry in particular. The Task Force recommends that transit operator and MTC staff work to advance the above policies while also acknowledging that successful delivery will require pursuit of the following complementary and necessary objectives:

"Deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations."



Proposed Pilot Phases:

Pilot Phase 1 (8/2022): Educational institutions and affordable housing properties Pilot Phase 2 (2023): Employers, especially in downtown SF and Oakland





Institutional Pass Pilot





Objectives:

Demonstrate that an institutional transit pass covering all operators may increase transit ridership by better meeting the needs of users, who may not gain much value from a single agency transit pass. Evaluate program performance and collect data that could be used as the basis of a revenue model for permanent program.



Proposed Participants:

Phase 1: Public community colleges + universities and affordable housing property managers that are existing customers of transit agency institutional passes.

Phase 2: Employers, especially in transit rich locations like downtown San Jose, San Francisco, and Oakland



Financial Considerations:

Phase 1: Pass offered to educational institutions and affordable housing property managers at no additional cost, beyond existing transit agency institutional passes, for pilot period.

Phase 2: Price per pass during pilot will be negotiated based on size/location of employer



Pilot Budget:

MTC Commission identified \$28 million for fare integration activities at an October 2021 Commission Workshop -\$6 million was targeted for the Institutional Pass Pilot, including to offset possible revenue losses at operators. Target is for pilot to last two years.

Institutional Pass Pilot - Phase 1 Scale and Participants



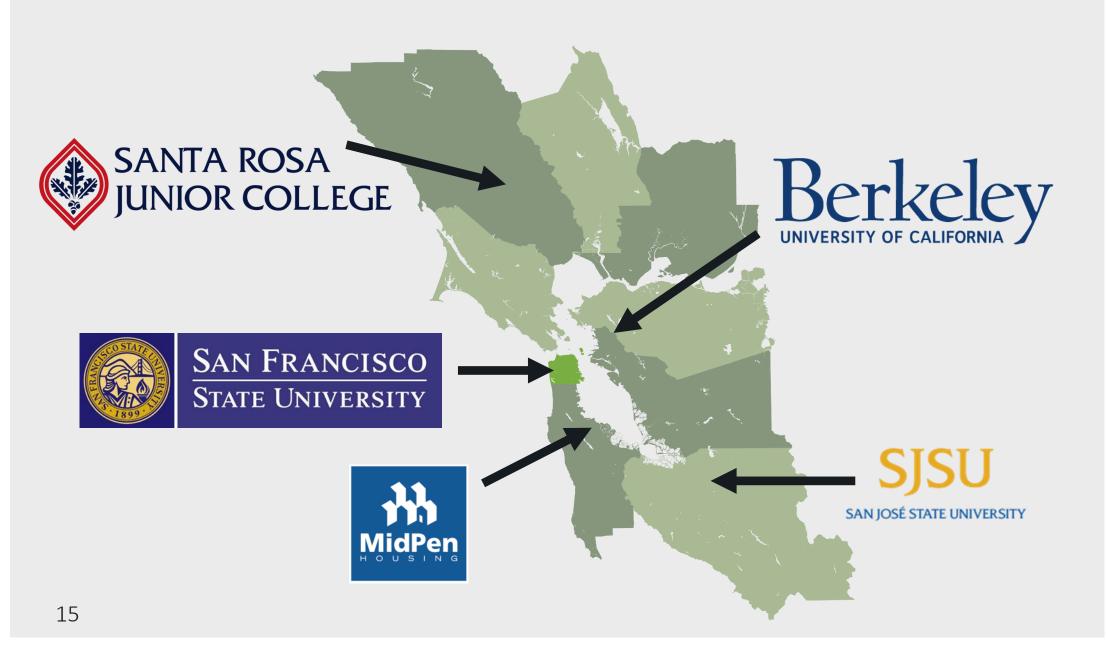
Phase 1 Recommendations

Launch Date: August 2022

Scale: Up to 50,000 participants

Cost to Participants: None during pilot

Initial discussions underway with:



Criteria used to develop the proposed participant list:

- 1. Must be a public educational institution or non-profit affordable housing property manager
- 2. Must offer students/residents an existing "all you can use" transit pass covering at least one transit operator (technical requirement for August 2022 launch).
- 3. Geographic diversity of participants within the Bay Area



Institutional Pass Pilot - Phase 2



Phase 2 Recommendations

Launch Date: Early 2023

Scale: Up to 10 employers of various sizes Cost to Participants: Price per pass during pilot will be negotiated based on size/location of employer



1. Project team will engage with employers, transportation management associations (TMAs), and other stakeholder organizations to solicit interest in Phase 2 participation. Equity will be an important guide in developing Phase 2 recommendations.

2. Goals include:

- Geographic diversity around the Bay Area
- Focus on transit rich employment centers
- Employers/organizations that have not been well served by existing institutional pass products
- 3. Phase 2 would bring in new dollars to transit and would serve as an opportunity to test how a larger program could impact transit demand.

Pilot Project Path to August 2022 Launch



Task	2022 (by Month)
1. Finalize Management Structure	
2. Secure statements of interest from participants Institutions	
3. FITF reviews Phase 1 project budget/funding plan	
4. Finalize Title VI plan with FTA and agency civil rights staff	April - May
5. Agency Board Approvals	May - July
6. Work with institutional partners on site-specific administrative requirements & protocols (participant list, card distribution, etc.)	March - July
7. Develop communications/collateral	May - June
8. Establish research & evaluation plan	May - July
9. Card distribution/launch	July - August

Institutional Pass Pilot Overall Funding Proposal



Existing business relationships:

For pre-existing Phase 1 institution/agency pairs, business relationship not impacted by the pilot. All transit agency pass would be layered on top of single agency product(s)



Funding for Phase 1

Up to \$4.5 million over 2 years

Concept Proposal:

Distribute \$2.2 million of funding to operators up-front based on share of regional fare revenue in FY 2018-19 (minimum of \$5,000 to each transit operator)

Hold \$2.2 million in reserve as a "top up" to distribute in year 2 of the pilot

Funding for Phase 2

\$1 million over 2 years (placeholder)

Proposal:

Amount represents a placeholder reserve pending the design of Phase 2. While Phase 2 will bring in new dollars, given novel nature of program some revenue uncertainty exists

Total = \$6 million

Other Administrative Costs: \$0.5 million - Consulting support, Clipper card purchases, communications

Delivery of Policy Vision Statement Recommendations - Next Steps

Next action in Policy Vision Statement is "no-cost and reduced cost transfers"

Bay Area Transit Fare Policy Vision Statement

Based on the draft findings of the Fare Coordination and Integration Study (FCIS), the Fare Integration Task Force (Task Force) recognizes that the implementation of more coordinated and integrated transit fare policies may offer cost-effective options for improving the transit customer experience, promoting transit ridership recovery from the COVID-19 pandemic, and reducing regional vehicle miles traveled, greenhouse gas emissions, and transit travel times for customers, in ways that are compatible with the equity goals of transit operators, local stakeholders, MTC, and the State of California.

Transit Fare Policy Initiatives for Further Development

The Task Force endorses continued work by transit operators and MTC staff to advance the following policy initiatives:

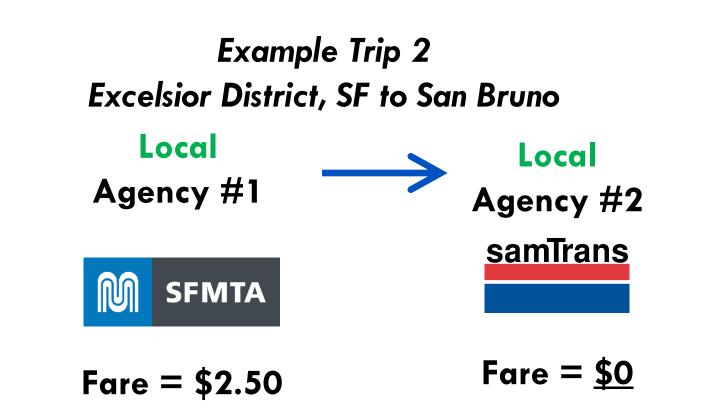
- Deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations.
- Implement no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2023, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2.
- 3. Continue to develop a proposal for implementing an all-transit agency pass product for the general public after the launch of the Next Generation Clipper® system/Clipper® 2 in 2023 or later (pending outcomes and data from the pilot noted in no. 1 above).
- 4. Continue to refine the vision of eventually creating a common fare structure (distance or zone-based) for regional rail, ferry, and express bus service after Next Generation Clipper® system/Clipper® 2 implementation. Direct transit operator staff and MTC staff to continue to evaluate the benefits and costs of a common fare structure for regional transit services in the context of a broader evaluation of post-COVID-19 pandemic ridership patterns, the role of regional transit service in the region, and the funding strategy for these regional transit services.

Complementary and Necessary Objectives to Facilitate Delivery of Transit Fare Policy Initiatives

In collaboratively advancing these improvements for the benefit of the Bay Area's transit customers, we also recognize the continued economic challenges facing the region, and the transit industry in particular. The Task Force recommends that transit operator and MTC staff work to advance the above policies while also acknowledging that successful delivery will require pursuit of the following complementary and necessary objectives:

"Implement no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2023, coinciding with the rollout of the Next Generation Clipper® system /Clipper® 2."





"No-cost / Reduced Cost Transfers"

"Implement no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2023, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2."



Considerations for Stakeholders

- Approximately \$22 million in funding from BRTRTF set aside
- Most cost-effective fare policy action identified in the FCIS
 - +26,000 new daily transit trips
- Still time to deliver at Clipper 2 launch, but work will need to start soon
- Synergies with promoting ridership recovery and customer information about Clipper 2
- SB 917 "Seamless Transit Transformation Act"





Steps to Deliver "No-cost / Reduced Cost Transfers" Conceptual Timeline

Develop specific transfer policy proposal including discount level and fare rules

Circulate policy proposal for comments

July – Oct. 2022

Finalize transfer discount amounts for inclusion in Clipper 2 system

Draft inter-agency MOU

Jan. - Feb. 2023

Transit agency boards approve Title VI and transfer policy changes

Spring 2023

Clipper 2 account-based system launch with no-cost and reduced cost interagency transfer policy

Begin evaluation work on new transfer policy

Summer/Fall 2023+

Oct. - Dec. 2022

Task Force considers endorsement of policy proposal

Begin Title VI Analysis

Early Spring 2023

Finalize inter-agency MOU

MTC Commission approves funding allocation from Blue Ribbon implementation funds

Summer 2023

Customer education/ information campaign about new transfer policy and Clipper 2





Feel free to get in touch with questions

William Bacon - MTC

Co-Project Manager, Fare Coordination/Integration Study + Business Case

wbacon@bayareametro.gov

415.778.6628

Mike Eiseman - BART

Co-Project Manager, Fare Coordination/Integration Study + Business Case

MEisema@bart.gov

510.464.6435







711 grand ave, #110 san rafael, ca 94901

ph: 415.226.0855 fax: 415.226.0856 marintransit.org May 2, 2022

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

SUBJECT: Muir Woods Shuttle Evaluation Report for the 2021 Season

Dear Board Members:

board of directors

stephanie moulton-peters president supervisor district 3

katie rice vice president supervisor district 2

eric lucan 2nd vice president city of novato

judy arnold director supervisor district 5

kate colin director city of san rafael

damon connolly director supervisor district 1

dennis rodoni director supervisor district 4

brian colbert alternate town of san anselmo **RECOMMENDATION:** Accept report.

SUMMARY: Marin Transit assumed operation of the Muir Woods Shuttle in 2009 as part of a funding partnership with the Golden Gate National Recreation Area (GGNRA). The Shuttle is an integral mode of access to the park and typically carries over 40 percent of park visitors on busy weekends. The District continues to improve the Muir Woods Shuttle service to meet visitor needs and reduce congestion.

During the 2021 calendar year, the Muir Woods Shuttle operated from June 18th through the end of December. Park visitors took 36,082 one-way trips, representing a 75.4 percent decrease in ridership compared to 2019. The Shuttle provided service on 17 peak summer days and 48 off-peak season days. Daily ridership did not surpass 2,000 unlinked trips on any day during the 2021 season, but did surpass 1,000 on one day.

The Shuttle carried an average of 18 passengers per hour and 9.5 passengers per trip for the 2021 season. Productivity during peak season was 9.9 passengers per hour, and off-peak season service averaged 8.5 passengers per hour. There was no weekday service during the 2021 season.

In 2018, the National Park Service (NPS) implemented a parking and shuttle reservation system for Muir Woods. The system requires visitors to pre-plan their travel and reserve either shuttle seats or parking spaces to access Muir Woods. District staff continued to work closely with the NPS to further adjust Shuttle operations and elements of the program to support the new reservation model.

For the 2021 season, the net program cost for the Muir Woods Shuttle service was \$314,269. The net cost includes service operations, marketing, Marin Transit administration, part-time Customer Liaisons, and provision of portable restrooms.

The Cooperative Agreement with GGNRA stipulates that GGNRA contribute half of net operations costs for the first 4,035 revenue hours in each federal fiscal year, and 100 percent of operating costs for revenue hours above the 4,035. GGNRA reimburses Marin Transit for passenger revenues at \$5.00 per rider over the age of sixteen.

Under the terms of the Cooperative Agreement, GGNRA was responsible for an estimated \$157,135 of the 2021 program costs. Measure A/AA and property tax funds provided the balance of the funds necessary to operate the 2021 program.

FISCAL IMPACT:

None associated with this report.

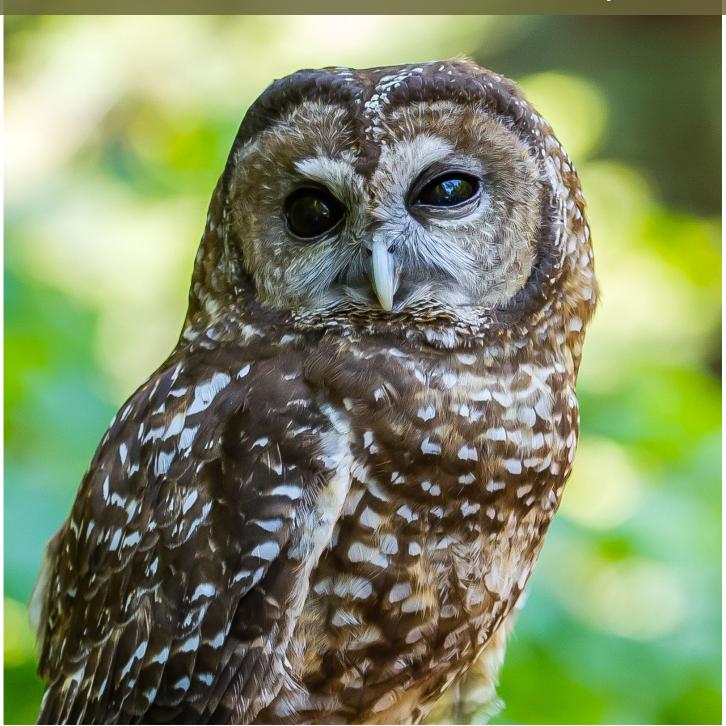
Respectfully submitted,

Aida Banihashemi Planning Manager

Attachments: Attachment A - 2021 Muir Woods Shuttle Evaluation Report

Attachment B - 2021 Muir Woods Shuttle Evaluation Report Presentation

May 2, 2022





2021 Muir Woods Shuttle

Evaluation Report

Table of Contents

Introduction	4
Shuttle History	4
Description of Service	4
Marketing and Passenger Information	9
Evaluation Methodology	10
Ridership and Productivity	11
Ridership	11
Productivity	13
Mode Share	15
Pass-Ups	15
Service Cost and Farebox Recovery	19
Farebox Recovery	19
Cost per Service Hour	20
Cost per Trip	20
Subsidized Cost per Trip	20
Conclusions and Recommendations	22
Parking	22
Sausalito Ferry Terminal	23
Larkspur Ferry Terminal	22
Muir Woods	23
Ticket Sales and Validation	23

List of Tables

Table 1: Summary of Operations, 2014–2018	8
Table 2: Shuttle Ridership by Month, 2016 – 2021 (unlinked passenger trips)	11
Table 3: Shuttle Productivity, 2019 – 2021	13
Table 4: Mode Share, 2019 – 2021	15
Table 5: Shuttle Service Costs, 2016 – 2021	21
Table 6: Shuttle Cost Effectiveness Measures, 2016 – 2021	21
List of Figures	
Figure 1: 2021 Muir Woods Shuttle Map	7
Figure 2: MWS Reservation System	9
Figure 3: Informational Sign at Pohono	10
Figure 4: Shuttle Ridership by Month, 2016 – 2021 (unlinked passenger trips)	12
Figure 5: Daily Weekend & Holiday Ridership, 2021 (unlinked passenger trips)	14
Figure 6: Off-Peak Season Daily Weekend & Holiday Shuttle Mode Share, 2021	17
Figure 7: Peak Season Daily Weekend & Holiday Shuttle Mode Share, 2021	18

Introduction

The Muir Woods Shuttle provides service to Muir Woods National Monument in Marin County, California. The Shuttle service began operation in 2005 as a demonstration project to provide an alternative to automobile access and to alleviate parking demand and traffic congestion. The Shuttle is an integral mode of access to the park and typically carries almost 18 percent of all park visitors throughout the year.

Shuttle History

The Shuttle represents a unique partnership of governments on a number of levels. The service was originally designed as a partnership of the National Park Service,
County of Marin, and Golden Gate Transit. In 2009, responsibility for the Shuttle shifted to the Marin County Transit District (Marin Transit) under a funding agreement with the National Park Service (NPS). In 2013, Marin Transit formed an additional partnership with the Golden Gate National Parks Conservancy to administer a new fare collection process. The change in how passengers pay their fares eased boarding delays and provided additional convenience to customers.

To manage visitation and parking demand, NPS implemented a new web-based parking and transit reservation system for Muir Woods in 2018, which requires visitors to purchase their parking reservation and pre-purchase shuttle tickets for a specific window of time.

Funding

The first three years of operation were funded primarily through a grant from the Federal Highway Administration (FHWA), through 2007. Funds for the 2008 season were provided by a combination of federal TCSP (Transportation and Community and System Preservation Program) and PLH (Public Lands Highway Discretionary Program) funds. In May 2009, the Shuttle became a permanent Marin Transit route funded partly by the Transit District and partly by NPS.

Description of Service

The Muir Woods National Monument closed at the beginning of the COVID-19 pandemic in March 2020, when Governor Newsom placed the State of California under a shelter in place order. The Muir Woods Shuttle was suspended at the same time.

Although the Muir Woods National Monument reopened to the public at the end of June 2020, reduced visitation meant there was not sufficient demand to resume shuttle service. The Muir Woods Shuttle program remained suspended until the state's economy reopened

on June 15th, 2021. For the 2021 season, shuttle service was provided on weekends and holidays from June 19th through December 31st.

In the program's early years, Marin Transit operated service during a regular season that began in May and continued through October.

Since winter holiday service was introduced in 2013, Marin Transit has operated winter service around Thanksgiving weekend and between Christmas and New Year's Day.

During the 2015 season, Marin Transit introduced weekday service as a pilot. Weekday service has continued since, and typically operates from the third week in June through the second week of August. Weekday service did not run in the 2021 season.

For the 2021 season, the shuttle ran service for six holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas, and New Year's. Muir Woods Shuttle did not operate weekday service in 2021 other than the aforementioned holidays, which are considered holiday service.

Figure 1 shows the routing of the Shuttle for the 2021 season. Prior to COVID-19 pandemic service was typically provided along two one routes, Route 66, which serves the Pohono Park & Ride lot and Route 66F, which serves downtown Sausalito (including the ferry terminal) and Marin City. The 66F service was suspended during the 2021 season.

In 2021, schedules for weekend and holiday service were divided into peak and off-peak periods that correspond to different levels of service. The peak period typically runs from Memorial Day weekend through Labor Day weekend. The off-peak season runs the remainder of the year. However, in 2021, the peak season was shorter than a typical season and began operating on June 19th, since season start was delayed due to COVID-19 pandemic. The peak season in 2021 concluded on August 8th, after which the lower-frequency off-peak service was provided on the route.

During the peak season, service on Route 66 between the Pohono Park & Ride Lot and Muir Woods is provided approximately every 10 minutes. The first trip departs Pohono at 8:35 am and the last return trip leaves the park at 7:35 pm. During the off-peak season, service is provided every 20 minutes on Route 66 with generally the same span of hours as the peak season. Beginning in mid-September, service ends earlier to coincide with the park's closing time.

In total, the Shuttle provided service on 17 peak summer days and 48 off-peak season days. Table 1 summarizes service changes over the last five years of operations.

The District has continually taken steps to improve the service in response to customer feedback and service evaluations. In 2018 Marin Transit provided a mobile information kiosk for use at Pohono Park and Ride to help guide passengers of the Muir Woods Shuttle

service and provide drivers with a break area. The partners also implemented a new webbased reservation system that allows visitors to plan their trip in advance and reserve shuttle seats and a parking space.

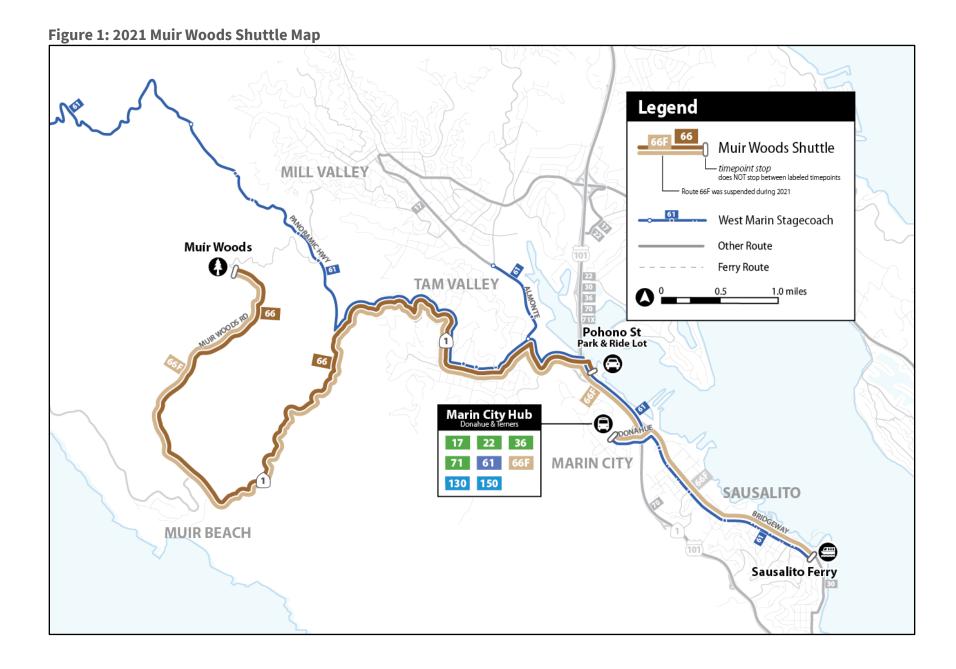


Table 1: Summary of Operations, 2016–2021

	2016	2017	2018	2019	2020(3)	2021
Season Start	April 2	May 13 ⁽²⁾	January 1	January 1	January 1	June 19 ⁽⁴⁾
Weekend & Holiday Service	79 days	64 days	108 days	113 days	24 days	65 days
Weekday Service	39 days	44 days	39 days	39 days	0 days	0 days
Avg. Frequency (Off- peak/Peak/Weekday)	20/10/30 min	20/10/30 min	20/10/30 min	20/10/30 min	20 min	20/10 min
Service Hours ⁽¹⁾	4,672	4,376	6,428	6,381	932	2,037
Standard Fare (adult round-trip)	\$5.00	\$5.00	\$3.00	\$3.00	\$3.25	\$3.25(5)

Notes:

- (1) Actual operated hours may differ from planned hours due to canceled or added service.
- (2) Season start delayed due to closure of Highway 1.
- (3) Season suspended due to COVID-19 pandemic and Muir Woods Park closure.
- (4) Season start delayed due to COVID-19 pandemic.
- (5) On November 15th, 2021, the MWS round-trip adult fare was raised to \$3.50.

Fares

To manage visitation and parking demand, NPS implemented a new web-based parking and transit reservation system for Muir Woods in late 2017. In 2018, the partner agencies upgraded the reservation system to include fare payment. Under the new system, visitors are required to purchase their parking reservation and they can pre-purchase shuttle tickets for a specific window of time.

The round-trip adult fare was \$3.25 per person for most of 2021 and was raised to \$3.50 on November 15th. No fare is charged for youth ages 15 and younger, seniors with a Lifetime NPS Pass, and disabled individuals with a Federal Lands Access Pass. One-way fares are not available.

In previous years, passengers transferring from another local Marin Transit route had the option of purchasing a Day Pass that could be used on the Shuttle. Under the online reservation system, this option is no longer available. (Figure 2)

The reservation system has alleviated capacity issues experienced on the Shuttle in previous seasons by making arrival patterns more predictable.

The pricing structure of \$9 for a parking reservation and \$3.50 for a Shuttle seat reservation provides an incentive to take the Shuttle.

Figure 2: MWS Reservation System



Customer Liaisons

Marin Transit hires Customer Liaisons to assist passengers waiting for the Shuttle at the Pohono Park & Ride Lot and at the Sausalito Ferry. The Liaisons provide passengers with park and Shuttle service information, particularly on the fare payment process.

This season, one Liaison was scheduled at Pohono on weekends. The Liaison arrived 30 minutes before the first shuttle departed Pohono and stayed until the last outbound shuttle departed Pohono.

A full-time operations supervisor is stationed at Muir Woods to facilitate vehicle circulation and check for proof of payment. This supervisor also ensures that passengers board the correct bus for their return trip to Pohono.

Customer Liaisons have continually proven to be an integral part of the service and significantly enhanced the customer experience. Many passengers who take the Shuttle are tourists and not familiar with the area. Some are also unfamiliar with using public transit. These staffing levels help ensure efficient operations and a quality passenger experience.

An additional dedicated position was stationed at Pohono to support the ticket validation system. This position was included as part of the new operations contract with MV Transportation that started on July 1, 2018 and increased further stability and reliability of the staffing at Pohono.

Marketing and Passenger Information

Marketing for the Shuttle service has primarily focused on Bay Area visitors, with emphasis on travelers based in San Francisco. Information on the Shuttle is distributed through the park's visitor information center, online, and on signage near the highway exits.

The emphasis of the Shuttle marketing strategy has changed. Shuttle service messaging has changed across all marketing platforms to inform visitors to pre-plan and pre-purchase their shuttle seats or parking. The new strategy relies more on educating visitors in advance and less on intercepting visitors travelling to the Woods.

The Changeable Message Signs (CMS), installed along Highway 101, continue to be one of the most effective means of advertising the Muir Woods Shuttle.

Most passengers used to learn about the Shuttle through the CMS, however due to recent changes and the reservation system, more passengers are finding Shuttle information online through web searches and transit trip planners.

Historically, the CMS warned of full parking at the Woods. This was the first notification to visitors that they should taking the shuttle.

The CMS messaging now simply states that reservations are required at Muir Woods. Shuttle marketing materials are focused on redirecting riders to the gomuirwoods.com site to pre-purchase shuttle seats.

Schedules and signs are posted at each stop. Information is also provided to customers online and over the phone by both Marin Transit and National Park Service staff, and visitors can plan their trips in advance using Google Transit and the NPS reservation website.

Evaluation Methodology

Visitors are encouraged to purchase their advanced tickets through the NPS's web-based reservation system. The Shuttle accepts same day walk-ups pending availability through an on-board fare collection process. Data on Shuttle ridership and fare revenues is provided through a combination of farebox data and fare collection reports from the Conservancy's reservation system.

Conservancy staff also provide data on park visitation levels. Marin Transit staff compile the Shuttle financial numbers and operating statistics.

Figure 3: Informational Sign at Pohono



Customer Liaisons, NPS and Conservancy staff, and MV Transportation operations staff provide qualitative observations of the service. These include commentary on on-time performance, weather conditions, traffic circulation, fare collection, pass ups, service strengths and weaknesses, and suggestions to improve the service.

This evaluation report provides an overview of trends and changes over time and presents recommendations for the Shuttle's future.

Ridership and Productivity

This section summarizes the number of Muir Woods Shuttle passengers in 2021, Shuttle productivity (or passengers per revenue hour), and the proportion of Muir Woods visitors who chose to ride the Shuttle. These figures are compared with prior years.

Ridership

Ridership is measured as one-way, unlinked passenger trips. During the 2021 season, there were 36,082 one-way passenger trips on the Shuttle. This represents a 75.4% decrease in ridership compared to 2019, which is due to the shortened 2021 season (starting in mid-June) and reduced service (no weekday service during the peak season and ending the peak season in mid-August) compared to 2019.

Table 2 shows total ridership trends over the past five seasons by month.

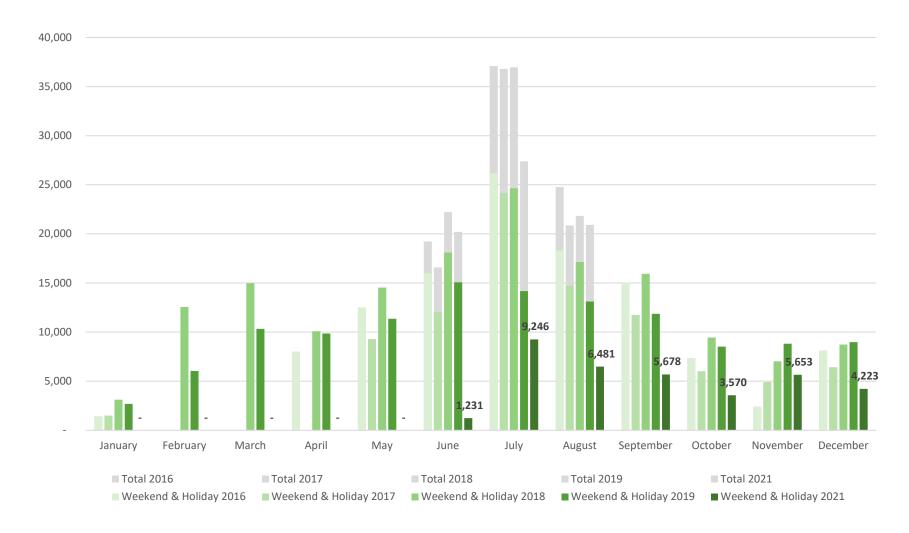
Table 2: Shuttle Ridership by Month, 2016 – 2021 (unlinked passenger trips)

Month	2016	2017	2018	2019	2021	% Change 2019–2021 ⁽²⁾
January	1,414	1,502	3,112	2,689	-	-100.0%
February	-	-	12,560	6,044	-	-100.0%
March	-	-	14,964	10,335	-	-100.0%
April	8,018	-	10,084	9,858	-	-100.0%
May	12,506	9,284	14,530	11,355	-	-100.0%
June	19,216	16,588	22,226	20,195	1,231 ⁽¹⁾	-93.9%
July	37,103	36,806	36,970	27,380	9,246(1)	-66.2%
August	24,780	20,860	21,836	20,910	6,481 ⁽¹⁾	-69.0%
September	15,050	11,750	15,934	11,853	5,678 ⁽¹⁾	-52.1%
October	7,370	6,016	9,442	8,525	3,570	-58.1%
November	2,404	4,908	7,022	8,818	5,653	-35.9%
December	8,127	6,410	8,732	8,979	4,223	-53.0%
Total	134,574	114,124	177,412	146,941	36,082	-75.4%

Notes:

- (1) Note that there was no peak-season weekday service in 2021.
- (2) Note that the suspension of Route 66F throughout 2021 resulted in reduced service year-round.

Figure 4: Shuttle Ridership by Month, 2016 - 2021 (unlinked passenger trips)



July had the highest total monthly ridership, which corresponds with the highest total park visitation. Overall ridership and park visitation in 2021 was lower than previous years due to the ongoing COVID-19 pandemic. However, as the economy opens back up, ridership on the Shuttle has improved relative to the seasonal trend.

Figure 5 shows ridership by day on weekends and holidays. Monday, September 6th (Labor Day) had the highest daily ridership at 1,039 passenger trips. This was the only day in the season when daily ridership surpassed 1,000 unlinked trips.

Productivity

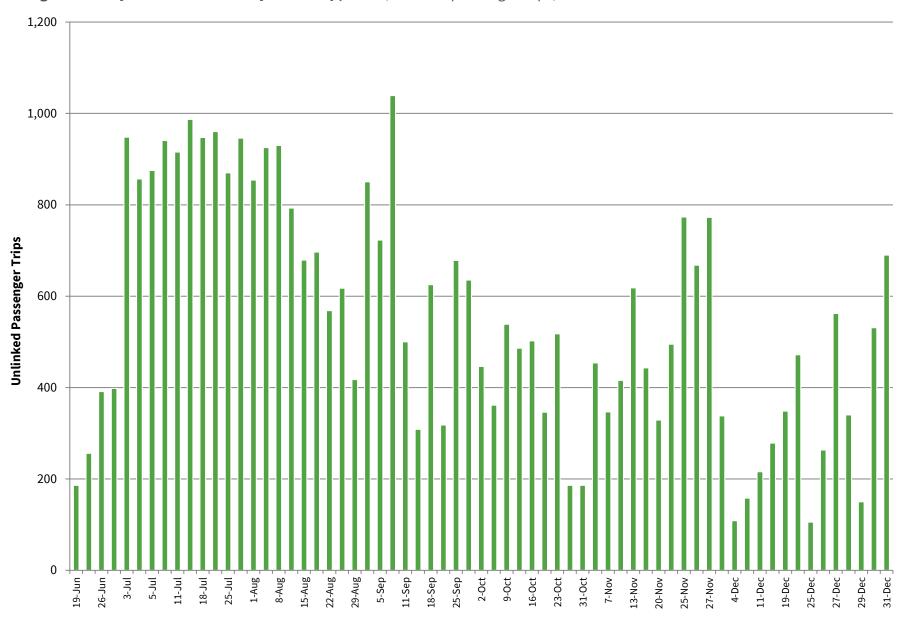
Service productivity is measured in passengers per revenue hour or per trip. Overall, the service carried an average of 18 passengers per hour and 9.5 passengers per trip for the 2021 season.

Table 3 below shows productivity measures by month compared to 2019. Overall, productivity measured in passengers per hour and passengers per trip decreased compared to the 2019 season.

Table 3: Shuttle Productivity, 2019 - 2021

Month	P	assengers p	er Trip	Passengers per Hour			
MOIILII	2019	2021	% Change	2019	2021	% Change	
January	7.6			9.2			
February	17.2			20.8			
March	22.0			25.4			
April	25.3			26.0			
May	19.1			22.5			
June	13.7	2.9	-78.8%	21.6	7.8	-64.0%	
July	14.3	8.7	-39.2%	25.2	23.3	-7.4%	
August	16.5	11.3	-31.7%	25.7	22.5	-12.6%	
September	19.8	14.6	-26.4%	22.1	22.7	3.0%	
October	25.4	9.2	-63.6%	25.4	13.8	-45.6%	
November	18.7	12.9	-31.1%	23.0	19.0	-17.5%	
December	16.1	8.1	-49.3%	21.4	11.7	-45.1%	
Total	16.7	9.5	-43.2%	23.0	18.0	-22.0%	

Figure 5: Daily Weekend & Holiday Ridership, 2021 (unlinked passenger trips)



Mode Share

Another important indicator of Shuttle service success is the percentage of park visitors who choose to take the Shuttle. During days that the Shuttle was in service, 183,043 people visited Muir Woods and 18,041 of them chose to ride the Shuttle¹. This represents a 9.9% average mode share, which is 5.9% lower than the prior year.

Mode share is the transportation term for the proportion of park visitors that take the Shuttle.

Figure 6 and Figure 7 show percentage mode share of the Shuttle by day during the peak and off-peak seasons, respectively. On the

busiest days, the Shuttle carried up to 20% of all park visitors.

Weather has a significant impact on the level of park visitation. It has an even greater effect on Shuttle ridership and mode share. This is likely due to less traffic and more available parking on lower visitation days, making driving to the park less of a hassle than on busy days. On rainy days, mode share tends to drop by 10%.

Pass-Ups

Passenger pass-ups have historically been a recurring issue during peak periods when passenger demand exceeded bus capacity. The Shuttle buses carry no more than 37 seated passengers. Standees are not permitted due to

Table 4: Mode Share, 2019 - 2021

		2019	2021	% Change 2019-2021
Dook	Park Visitations	136,035	59,263	-56.4%
Peak Weekend/Holidays	Shuttle users	27,247	6,593 ⁽¹⁾	-75.8%
weekena/nonaays	Mode Share	20.03%	11.13%	-44.5%
	Park Visitation	121,405	No service	-100.0%
Peak Weekdays	Shuttle users	11,558	No service	-100.0%
	Mode Share	9.52%	No service	-100.0%
	Park Visitation	207,791	123,780	-40.4%
Off-Peak Weekend/Holidays	Shuttle users	34,665	11,448 ⁽¹⁾	-67.0%
weekena/nonaays	Mode Share	16.68%	9.25%	-44.6%
	Park Visitations	465,231	183,043	-60.7%
Total	Shuttle users	73,470	18,041	-75.4%

Notes:

(1) Note that both the peak season and off-peak were shorter in 2021 than in 2019.

¹ Assumes that each visitor using the Shuttle took a round trip

the steep and winding nature of the roadway. In previous seasons, there were lines and significant wait times for many passengers despite the high frequency of service at Pohono and additional service from Sausalito. This was due to the irregularity of passenger arrivals coupled with high numbers in the midday.

The online reservations system allowed shuttle riders to pre-purchase their shuttle tickets. This has alleviated shuttle capacity issues by balancing out the peaks and making arrival time more predictable. Limited seats are held back from the advanced ticketing process to accommodate those riders who show up without tickets.

The process of validating passes has also changed under the online reservation model. Dedicated staff members use handheld scanners to validate pre-purchased tickets and sell walk-up tickets. This differs from previous years when patrons boarded buses for Muir Woods and purchased tickets at the park entry booth.

The new online ticketing system and validation process has reduced passenger wait times. It has also significantly alleviated issues of full Shuttle buses leaving passengers behind during the peak season.

Figure 6: Off-Peak Season Daily Weekend & Holiday Shuttle Mode Share, 2021

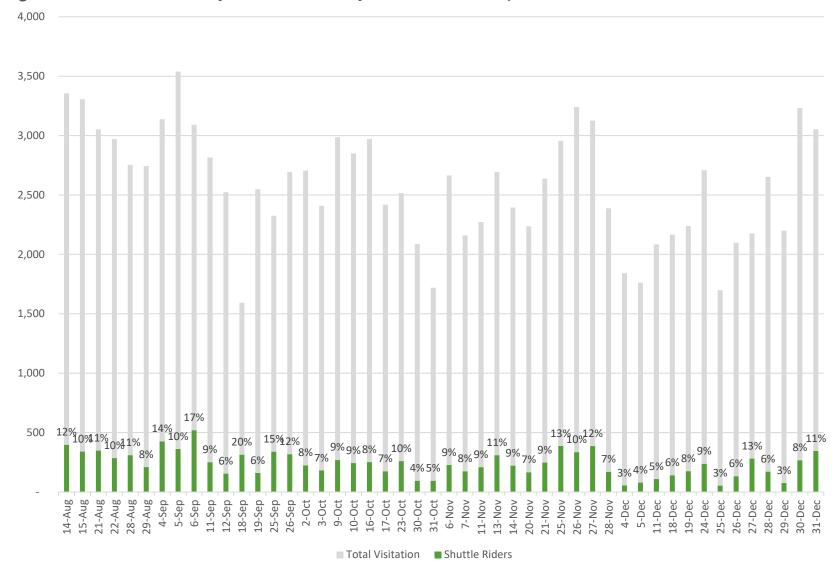
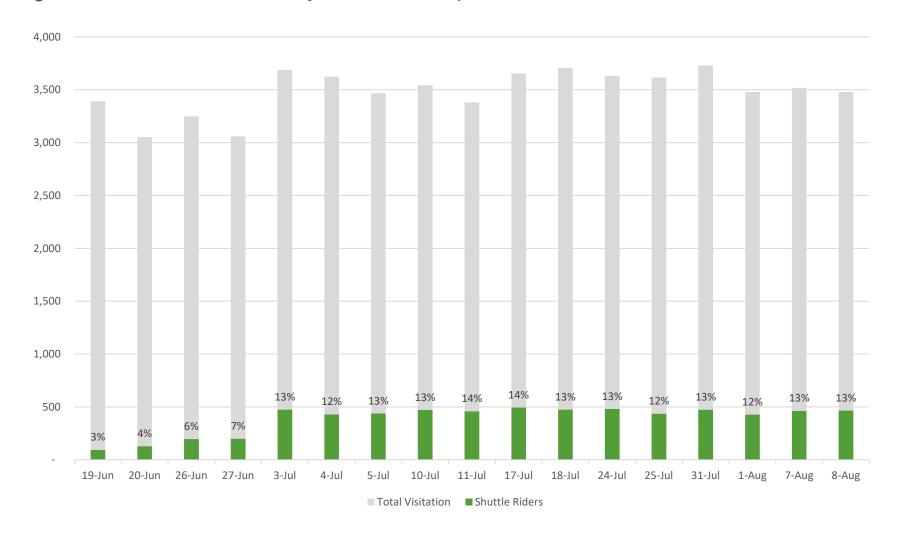


Figure 7: Peak Season Weekend & Holiday Shuttle Mode Share, 2021



Service Cost and Farebox Recovery

This section summarizes expenses and revenues for the 2021 season including the weekday service and compares them to the prior year.

Table 5 provides a breakdown of the total cost and revenue for the Shuttle compared to the past four seasons. Table 6 summarizes key cost performance measures. Costs are defined as total program costs. These costs are shared with the National Park Service as follows:

For the first 4,035 revenue hours of each federal fiscal year, operating costs net passenger revenue will be shared 50/50 with the National Park Service. The NPS will pay 100% of operating expenses for revenue hours exceeding 4,035 hours.

All passenger revenues are calculated as \$5.00 per rider over the age of sixteen, and the NPS credits those revenues to Marin Transit.

The total service cost for the 2021 season was \$407,489, approximately 61% lower than last year. This includes operating, administration, and marketing costs. Operating costs in 2021 were \$337,588, approximately 64% lower than the previous year. These reduced operating

costs reflect the shortened 2021 season, which both started later than 2019 and also transitioned from the fuller peak schedule to the sparser off-peak schedule earlier than in 2019.

Compared to the 2019 season, the net program cost decreased by 50% due to the shortened season.

The only cost category to have increased from the 2019 to 2021 season is maintenance and equipment. Most of these costs were for AVL Communication, which is allocated on a pervehicle basis. Total maintenance and equipment costs increased by 9% from 2019 to 2021.

As part of the fare collection process implemented in 2013, the Golden Gate National Parks Conservancy collected a 10% administrative fee based on total ticket sales to cover the costs of fare collection services. The 10% fees are no longer applicable under the new reservation system.

Farebox Recovery

The regular adult fare is \$3.50 per round-trip as of November 15th, 2021. However, with the NPS subsidy, total fare revenue per passenger is \$5.00, both before and after the fare change. Youth under 16, seniors with a Lifetime National Park Pass, and disabled individuals with a Federal Lands Access Pass ride the Shuttle for free.

As shown in Table 5, \$93,220 in fares were collected during the 2021 season – a decrease of 78%. The amount collected represents a farebox recovery rate of 22.9%, 44% lower than in 2019.

Cost per Service Hour

The average cost per service hour for the 2021 season was \$202.92, a 23% increase over the previous season. The increase in per-hour operating costs due a lower number of hours

available (operated service) to spread the high fixed fee of the program.

Cost per Trip

The cost per one-way passenger trip increased to \$11.29, about 58% higher than the previous year. The increase in cost per trip is due to higher overall costs and ridership levels in 2021.

Subsidized Cost per Trip

The average subsidy increased to \$8.71 per passenger in the 2021 season. This is a 105% increase compared to the 2019 season. The average subsidy in 2021 did not met the District's cost effectiveness target of \$3.00 per passenger.

Table 5: Shuttle Service Costs, 2016 - 2021

	2016	2017	2018	2019	2021	% Change 2019–2021
Operating Costs	\$364,799	\$341,911	\$721,916	\$935,346	\$337,588	-64%
Marketing	\$5,087	\$2,758	\$1,909	\$3,594	\$793	-78%
Maintenance & Equipment	\$47,364	\$49,735	\$19,675	\$36,335	\$39,524	9%
Marin Transit Admin/ Customer Liaisons	\$17,541	\$46,710	\$74,895	\$73,549	\$29,427	-60%
Fare Collection (1)	\$26,692	\$21,753	\$112	\$0	\$0	0%
Total Cost of Program	\$461,966	\$466,368	\$821,081	\$1,051,988	\$407,489	-61%
Fare Revenue	-	-	\$275,492	\$265,930	\$55,932	-79%
NPS \$2 subsidy	-	-	\$171,616	\$160,580	\$37,288	-77%
Total Fare Revenue	\$268,829	\$219,416	\$447,108	\$426,510	\$93,220	-78%
Net Program Cost	\$193,137	\$246,953	\$373,973	\$625,477	\$314,269	-50%
Total NPS Share of Program Cost ⁽²⁾	\$96,569	\$123,476	\$219,757	\$433,654	\$157,135	-64%

Table 6: Shuttle Cost Effectiveness Measures, 2016 - 2021

	2016	2017	2018	2019	2021	% Change 2019–2021
Farebox Recovery	58.2%	47.0%	54.5%	40.5%	22.9%	-44%
Cost per Service Hour	96.73	104.91	126.26	164.86	202.92	23%
Cost per passenger Trip	\$3.43	\$4.09	\$4.63	\$7.16	\$11.29	58%
Subsidy per Passenger	\$1.44	\$2.16	\$2.11	\$4.26	\$8.71	105%
Average Fare	\$2.00	\$1.92	\$2.52	\$2.90	\$2.58	-11%

⁽¹⁾ As part of the fare collection process implemented in 2013, a 10% administrative fee based on total ticket sales was included to cover the costs of fare collection by the Golden Gate National Parks Conservancy. This was phased out with the introduction of the online reservation system in 2018.

⁽²⁾ As part of the new agreement with National Park Service, net passenger revenue is shared 50/50 for first 4,035 revenue hours in each federal fiscal year. The National Park Service will reimburse Marin Transit for operating costs for revenue hours exceeding 4,035 hours. The NPS reimburses Marin Transit for all passenger revenues based on \$5.00 per rider over the age of sixteen.

Conclusions and Recommendations

The Muir Woods Shuttle plays an important role in reducing congestion and providing a viable alternative transportation option to the park. Mitigating traffic and parking congestion becomes more and more important as park visitation levels increase.

Parking

In January 2016, the County gradually began restricting parking along sections of Muir Woods Road. In previous years, as many as 400 vehicles parked along the roadway's narrow shoulder during busy weekends. This led to environmental issues, including erosion, and safety and congestion issues due to visitors walking in the roadway from their cars to the park entrance. By 2021, the county had fully eliminated all parking along Muir Woods Road.

Under the new reservation model, the partner agencies changed the parking strategy to emphasize pre-planning and pre-purchase of parking reservations.

Parking reservations are required for all personal vehicles and shuttle riders visiting Muir Woods National Monument. The pricing further incentivizes use of the Shuttle over

driving, at \$9 for a parking reservation and \$3.50 for a Shuttle seat.

Larkspur Ferry Terminal

In the past few years, there have been ongoing issues with flooding at Pohono Park & Ride lot during king tide events. The flooding impacts the access to the Pohono Park & Ride lot and restricts Shuttle service from operating during these events at this location. As a result, all riders who had a reservation at Pohono had to be redirected to Sausalito or Marin City, which created a lot of confusion and customer service issues.

Staff is currently pursuing a pilot program to move Park & Ride service from Pohono to the Larkspur ferry terminal. Operating Shuttle service from Larkspur will provide connection to Larkspur ferry and SMART rail service and expand the Shuttle coverage from Sausalito to further north in Marin County. It will also locate the service terminal in a commercial area with more passenger amenities.

The pilot program is slated to begin as soon as Memorial Day Weekend 2022, which will also mark the start of the 2022 peak season.

Sausalito Ferry Terminal

66F service to the Sausalito ferry terminal was suspended in 2021 due to the low Shuttle ridership associated with the ongoing COVID-19 pandemic. As the pandemic wanes and the economy continues to further open up, the 2022 peak season is anticipated to have significantly higher demand for the Shuttle than 2021, and there are plans to restore 66F service to Sausalito at the start of the 2022 peak season (Memorial Day Weekend).

Due to the increased travel times associated with the move from Pohono to Larkspur, staff are recommending that the 66F remove the Marin City stop in order to recover some of the increased revenue hours. Pre-COVID, less than 2% of all 66F riders boarded in Marin City.

Muir Woods

In the past few years, a growing issue has been long wait times at the park for the return trip. This primarily occurs at the end of the day when the park closes. This issue is compounded due to visitors that take transportation network company (TNC) services to the park. These visitors are unable to order a return trip due to lack of cellular service and must rely on the Shuttle for their return.

The will-call line at Pohono has started to lengthen at the end of the day. The Shuttle must provide additional trips at the end of the day to take passengers to the woods and return them to Pohono when the park closes.

This has continued to be an issue even with the new reservation system. Visitors who prepurchase their shuttle seats are not required to pre-book their return on specific buses on the Sausalito route or specific time slots on the Pohono route.

In response to this issue, the capacity of online reservations for late day time slots was reduced to accommodate visitors that walk-up late in the day.

Staff continue to closely monitor this activity to determine additional solutions to alleviate late day capacity issues and balancing out the return demand during the late day peaks.

Ticket Sales and Validation

Under the new model, validation of passes has also changed. Dedicated staff members use handheld scanners to validate pre-purchased tickets and sell walk-up tickets. The scanning process has slightly slowed ticket validation at Pohono.

In addition, there have been problems historically with scanners not validating tickets due to glare at some stop locations. This impacted recording actual redeemed tickets and subsequently led to under reporting ridership. The issue was fixed in September 2021 by implementing new procedures to make sure the scanners were fully charged and functioning properly.



Muir Woods Shuttle Evaluation Report

2021 Season

2021 Service Overview



	Peak Season		Off Peak Season
	Weekend & Holiday	Weekday	Weekend & Holiday
Dates of Service	Jun 19 — Aug 8	No Service	Aug 14 — Dec 31
Route 66 Pohono Park & Ride	Every 10 min	No service	Every 20 min
Route 66F Sausalito & Marin City	No Service	No Service	No Service

■ Days of service: 65 days (-57.2% from 2019)

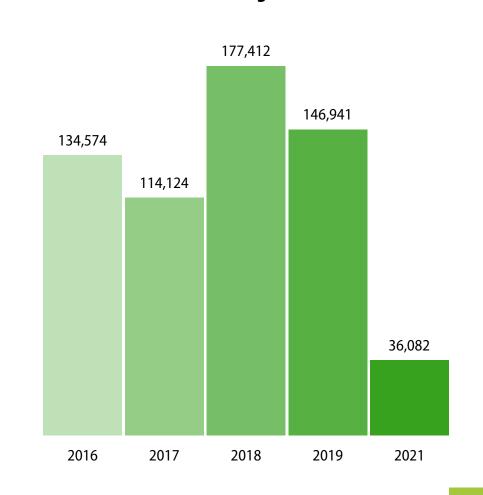
■ Hours of Service: 2,008 revenue hours (-68.5% from 2019)

Note: Service was suspended from March 2020 — June 2021 due to COVID-19. This report compares 2021 to 2019.

Ridership



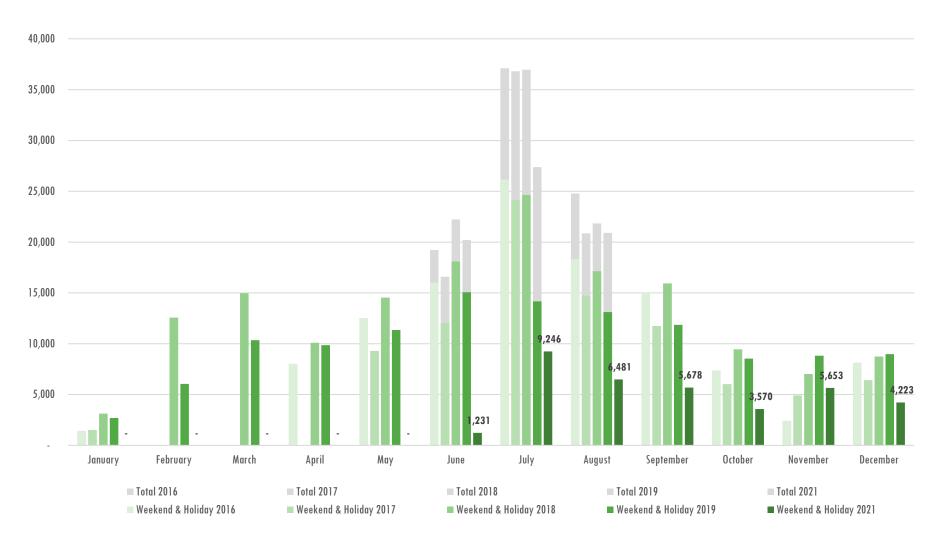
- **36,082** passengers in **2021**
 - 75.4% decrease from 2019 (pre-COVID)
- No weekday service
- Ridership decrease is due to:
 - Shortened season
 - Reduced service
 - Rider caution regarding COVID-19 pandemic
 - Reduced total visitation to Muir Woods



Passengers

Monthly Ridership





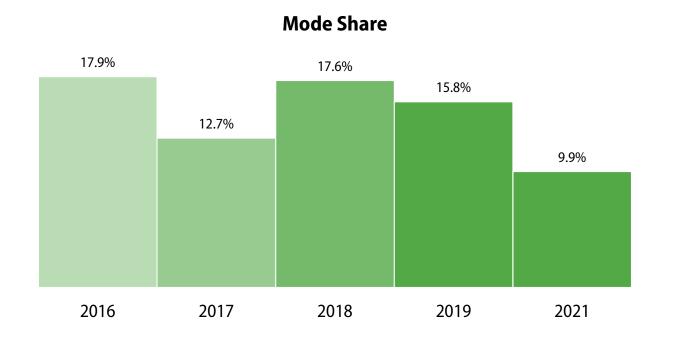
1,039 passengers on Sep 6 (Labor Day) — only day with 1,000+ riders

Mode Share



During the days of shuttle service in 2021

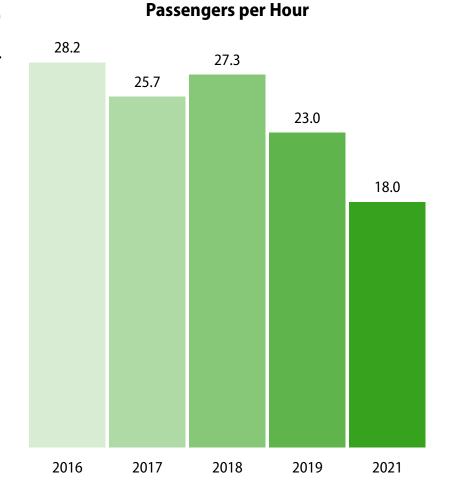
- 183,043 Park visitors
- 18,041 Shuttle riders
- Average 9.9% mode share (37.6% mode share decrease from 2019, pre-COVID)
- Up to 20% of visitors rode the Shuttle on the busiest days



Productivity



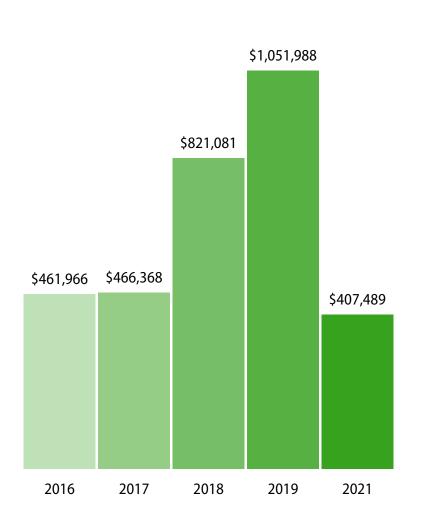
- 18 passengers per hour
 - 22% decrease from 2019 (pre-COVID)
 - Does not meet the productivity target (25 passengers/hour)
- 9.5 passengers per trip
 - 43.2% decrease from 2019 (pre-COVID)



Service Cost



- **Total Program Cost in 2021** season: \$407,489
- 61.3% decrease from 2019 (pre-COVID)
- Cost decrease is due to:
- Delayed start of season
- No weekday service
- Shortened peak season

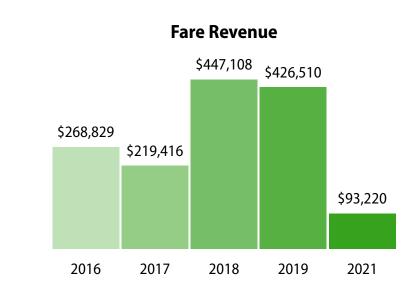


Program Cost

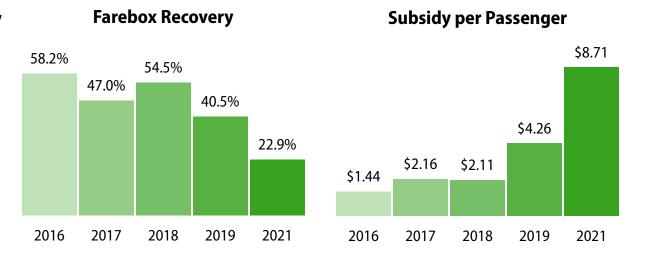
Fare Revenue



- 78.1% decrease in fare revenue
- Comparable to ridership decrease in 2021 (75.4%)
- 22.9% farebox recovery



\$8.71 average subsidy



2021 Season Changes



Reduced Service

- To compensate for reduced demand due to the COVID-19 pandemic:
 - The 66F shuttle to Sausalito was suspended
 - Peak season weekday service was suspended

Shortened Season

- The first day of service for the 2021 season was June 19th, in coordination with the re-opening of the State economy on June 15th
- Peak season service ended earlier than in prior years (Aug 8th, as opposed to Labor Day) to allow more drivers to be available for supplemental school routes

Future Considerations & Plans



Moving Park & Ride Service

Starting with the 2022 peak season service (planned for Memorial Day 2022), staff planning a pilot program to move the Park & Ride location from Pohono to the Larkspur Ferry Terminal

- Flooding issues at Pohono
- The location has more passenger amenities

Restoring 66F Service to Sausalito

- 66F service to Sausalito will be restored at the start of the 2022 peak season, planned for Memorial Day 2022
- Staff plan to remove the low-ridership Marin City stop to reduce travel time and recover some of the revenue hour increase associated with the Park & Ride move from Pohono to Larkspur

Questions?



Asher Butnik

Transit Planner
abutnik@marintransit.org