



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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Webinar ID: 879 7268 3373

Monday, October 3, 2022

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Webinar ID: 879 7268 3373

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- 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, October 2, 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.
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- 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.

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MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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AGENDA

Monday, October 3, 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: July 2022](#)
4. Consent Calendar
 - a. [Minutes for September 12, 2022 Board Meeting](#)
 - b. [Adoption of Resolution 2022-13 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
 - c. [Award Contract for Riders Guide Printing and Distribution to Consolidated Printers, Inc. \(#1145\)](#)
Recommended Action: Approve
5. [Interagency Agreement with Golden Gate Bridge Highway & Transportation District for Fixed Route Services \(#1143\)](#)
Recommended Action: Approve a three year and nine month Inter-Agency Agreement with Golden Bridge Highway and Transportation District, in an amount not to exceed \$44,937,375 with two additional one-year extension options.
6. [Marin Transit FY 2021/22 System Performance Report](#)
Recommended Action: Approve report.
7. [Marin Transit FY 2021/22 Year End Financial Report](#)
Recommended Action: Approve report.

Convene in Closed Session

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

California Government Code Section 54957

Title: General Manager

(continued on next page)

Report from Closed Session

Adjourn



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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

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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



marin transit

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October 3, 2022

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

SUBJECT: General Manager Report – Monthly Report: July 2022

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: This is a recurring information item.

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the monthly period ending July 31, 2022. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall systemwide ridership in July 2022 increased by 34.1 percent compared to July 2021, which represents an 18.9 percent decrease from the pre-COVID ridership in July 2019 and a 1.3 percent decrease from June 2022.

Ridership on fixed-route services increased by 35.3 percent from the prior year, which is a 16.9 percent decline compared to pre-COVID in July 2019. Ridership on Marin Access services increased by 3.9 percent compared to July 2021, which represents a 54.1 percent decline from July 2019. July 2022 was the twenty-ninth month of ridership affected by the ongoing COVID-19 global pandemic.

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

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

Nancy Whelan
General Manager

Attachments: Monthly Customer Feedback and Ridership Reports
July 2022

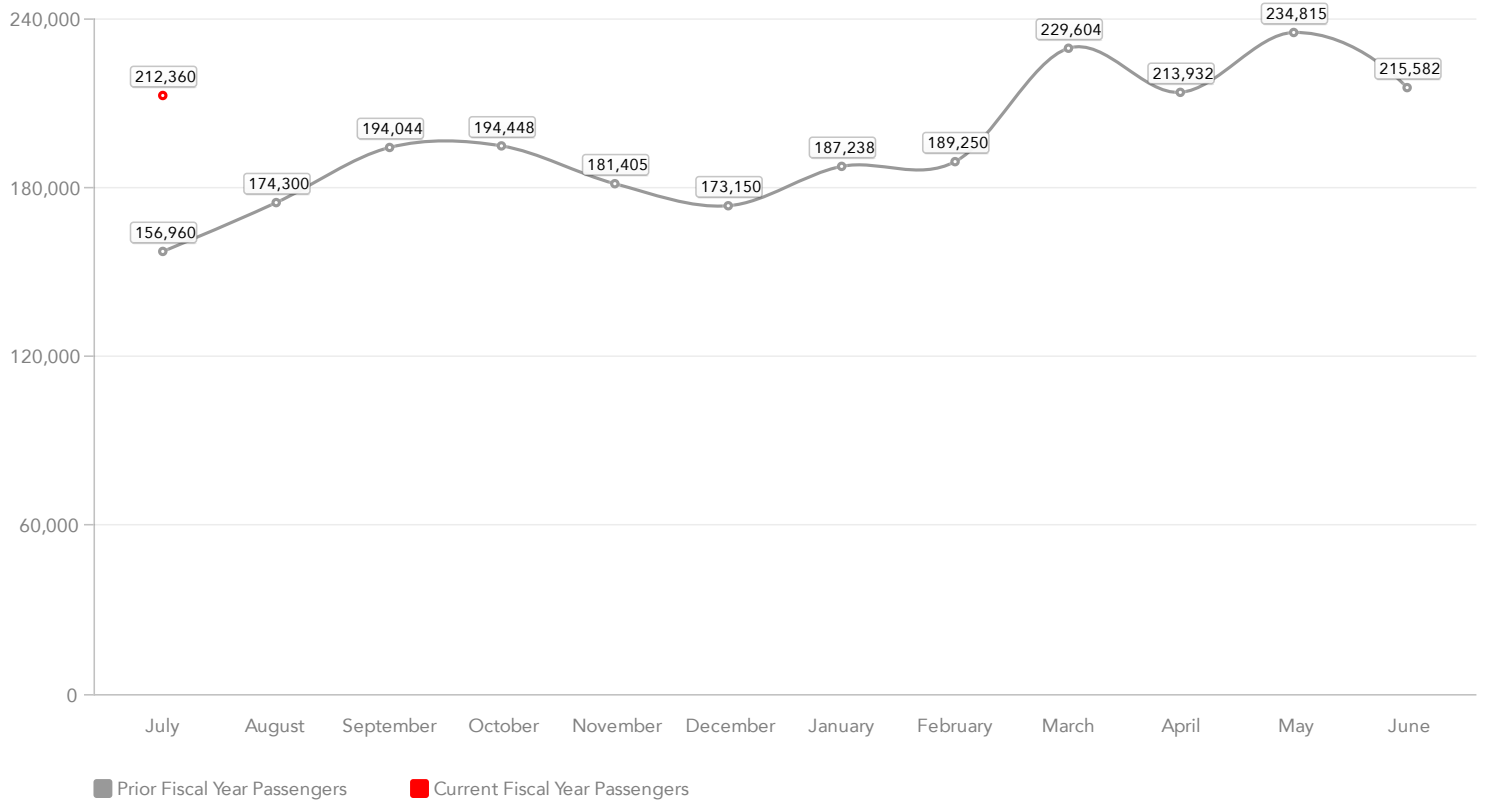


Month: July 2022		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
Commendation	0	0	0	0	3	0	2	5	
Service Delivery Complaint	17	9	5	0	7	2	3	43	
Accessibility	0	0	0	0	0	0	0	0	
Driver Conduct Complaint	5	1	1	0	5	0	1	13	
Driving Complaint	4	1	2	0	0	0	0	7	
Early Trip	1	0	0	0	0	0	0	1	
Equipment Issue	0	0	0	0	0	0	0	0	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	2	2	0	0	0	0	0	4	
Missed Connection	0	0	0	0	0	0	1	1	
Missed Trip	0	0	0	0	2	1	1	4	
No-Show	1	3	2	0	0	1	0	7	
Off-Route	0	1	0	0	0	0	0	1	
Pass-Up Complaint	4	1	0	0	0	0	0	5	
Service Structure Complaint	2	2	2	0	4	0	3	13	
Bus Stop Improvement Request	0	0	0	0	0	0	0	0	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	2	0	1	0	2	0	2	7	
Scheduling Complaint	0	0	1	0	2	0	0	3	
Service Improvement Suggestion	0	2	0	0	0	0	1	3	
Safety Complaint	0	0	0	0	0	0	0	0	
Total Service Hours	9,508	3,438	2,738	0	2,733	-	18,417	18,417	
Commendations per 1,000 Hours	0.0	0.0	0.0	-	1.1	-	0.1	0.3	
Complaints per 1,000 Hours	2.0	3.2	2.6	-	4.0	-	0.3	3.0	
Total Passengers	161,755	24,327	26,277	1	5,610	1,078	219,048	219,048	
Commendations per 1,000 Passenger:	0.0	0.0	0.0	-	0.5	0.0	0.0	0.0	
Complaints per 1,000 Passengers	0.1	0.5	0.3	-	2.0	1.9	0.0	0.3	

FISCAL YEAR MONTH
2023 All

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

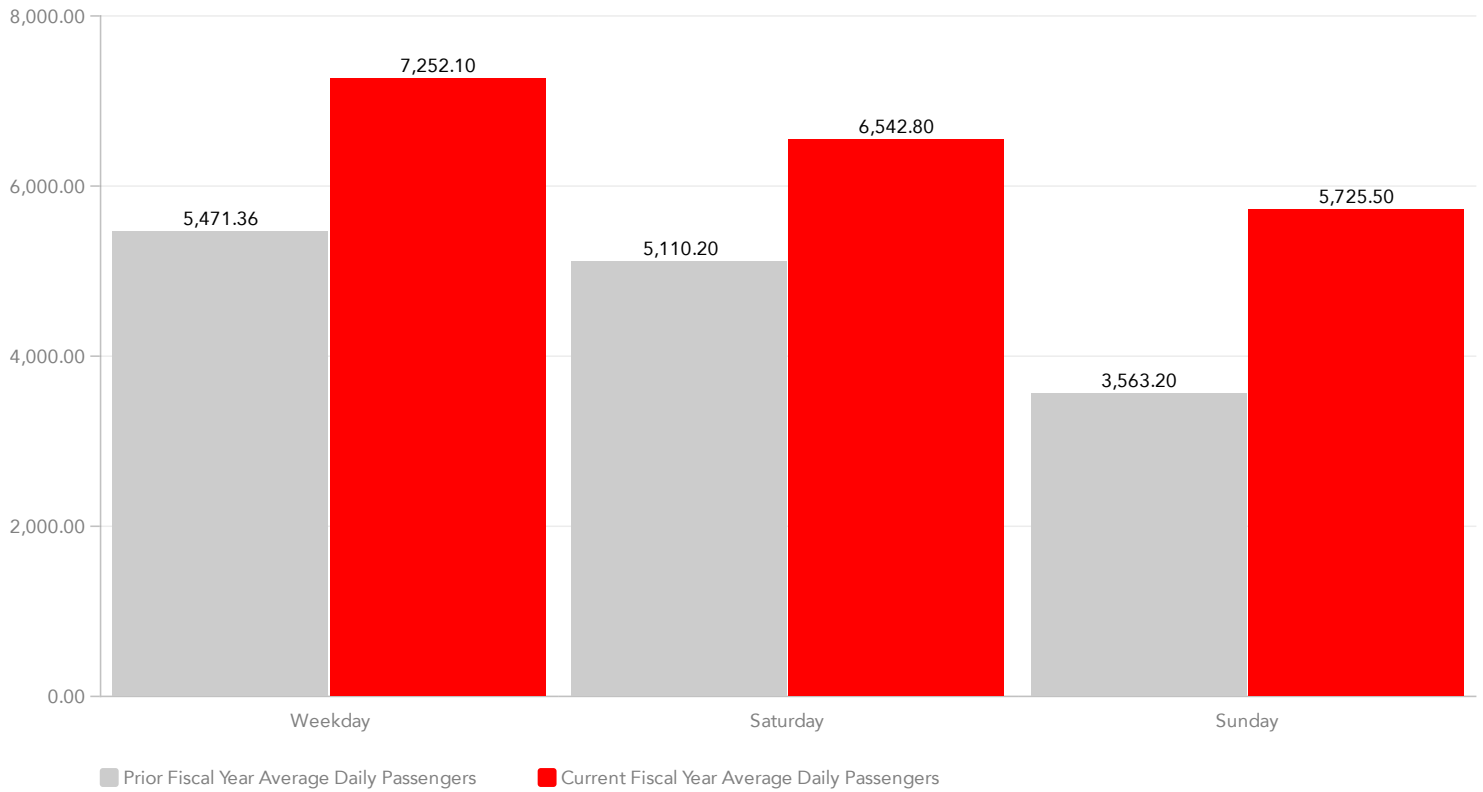


Monthly Comparison

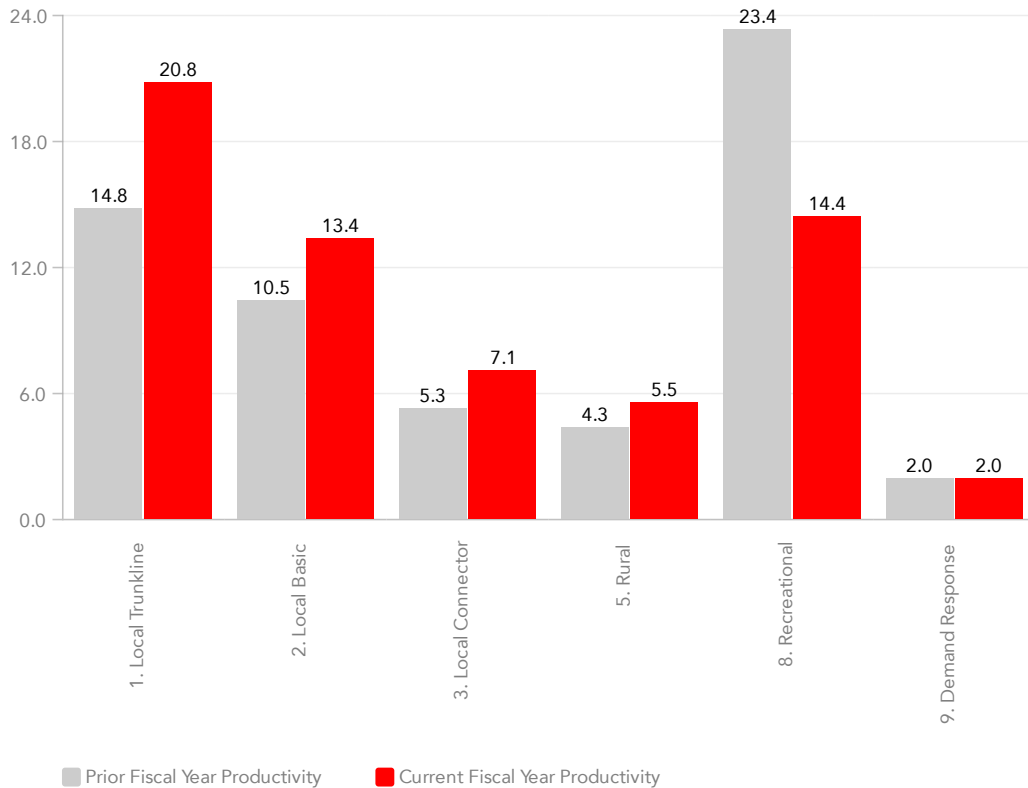
MONTH

Jul

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

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

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, September 12, 2022 at 10:00 A.M.

Roll Call

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

Absent: None

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 10:02 A.M.

1. [Open Time for Public Expression](#)

President Moulton-Peters asked if any member of the public wished to speak. President Moulton-Peters reported that Board members received three public comments via email.

{Damon Connolly Present at 10:05 AM}

Christina Mangurian introduced herself as a working mom with two children, living in Lucas Valley. Ms. Mangurian requested the reinstatement of the bus service from Lucas Valley to Terra Linda High School (TLHS). She added that her request would benefit students, parents, traffic, and the environment.

Jenny McNulty introduced herself as a single mother of a 9th grader attending Terra Linda High School. Ms. McNulty requested the Board consider reinstating bus service from Lucas Valley Elementary School to Terra Linda High School, formerly Route 139. Ms. McNulty said that now that students are attending school in-person, carpooling the students to and from school takes away from the parents' jobs and creates traffic. Ms. McNulty requested the Planning team consider reinstating Route 139 and ensure that it correlates with the TLHS bell schedule.

Summer Offenbach introduced herself as a mother of two children enrolled in the Miller Creek and San Rafael City School Districts. Ms. Offenbach requested the Board prioritize adding public bus service TLHS. Ms. Offenbach further requested a call to action for the area and supplemental government help to cover bus drivers

President Moulton-Peters requested that General Manager Nancy Whelan respond to the public comments during the General Manager's report.

President Moulton-Peters 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](#)

a. [General Manager's Oral Report](#)

b. [Monthly Monitoring Report: June 2022](#)

i. [Item 3b – Staff Report](#)

General Manager Nancy Whelan introduced Marin Transit's new Operations Manager, Kyle French. President Moulton-Peters welcomed Mr. French to Marin Transit.

Ms. Whelan explained that the District's June 2022 ridership is 85 percent of what it was in June 2019. She noted that it is likely higher than 85 percent as of September 2022. She contrasted the ridership figure to other Bay Area transit operators' June 2019 and June 2022 ridership. Ms. Whelan noted that local transit service ridership is recovering much faster than commuter transit ridership.

Overall systemwide ridership in June 2022 increased by 44.2 percent compared to June 2021, which represents a 16.1 percent decrease from the pre-COVID ridership in June 2019 and an 8 percent decrease from May 2022. Ridership on fixed-route services increased by 42.9 percent from the prior year, which is a 13.6 percent decline compared to pre-COVID in June 2019. Ridership on Marin Access services increased by 10.8 percent compared to June 2021, which represents a 52.7 percent decline from June 2019.

June 2022 was the twenty-eighth month of ridership affected by the ongoing COVID-19 global pandemic.

Ms. Whelan mentioned that there is a quarterly performance report in the Board packet (item 4c), which provides route-level statistics, performance indicators, and describes the relevant factors that have influenced the performance trends on a route-by-route basis.

Ms. Whelan addressed the public comments. Ms. Whelan explained that increasing labor shortages and low pre-pandemic ridership led to the suspension of Route 139 and noted that item 5 will provide more information on labor shortages and the associated service impacts.

Director of Operations and Planning, Robert Betts, spoke on the suspension of Route 139. Mr. Betts explained that when the District resumed Supplemental School service some routes were removed due to increasing labor shortages. Route 139 was the lowest performing Supplemental School route. On average, Route 139 was carrying 12-18 passengers per trip, whereas the standard is 20 passengers. Mr. Betts explained that most Supplemental School routes are serving up to 45 passengers per trip. At this time the District cannot bring back the service.

President Moulton-Peters asked about other transportation options. Mr. Betts suggested that the current Route 257 operates through Las Gallinas Avenue, and it goes to the Kaiser Permanente Hospital, which is about a block and a half from Terra Linda High School. Route 257 stops at the hospital about thirty minutes before Terra Linda High School starts in the morning. Mr. Betts stated that the challenge with Route 257 is that it does not go deep into Lucas Valley, so it may not work for some families.

Director Connolly commented he has heard about route suspension issues from residents. He asked if he should wait until item 5 to talk discuss further. President Moulton-Peters confirmed he should wait until item 5.

4. [Consent Calendar](#)
 - a. [Minutes for August 1, 2022 Board Meeting](#)
 - b. [Adoption of Resolution 2022-12 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
 - c. [Marin Transit Quarterly Performance Report for the Fourth Quarter of FY 2021/22](#)

Recommended Action: Approve

M/s: Second Vice President Lucan - Director Rodoni

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

Noes: None

Absent: None

Abstain: None

5. [Update on Transit Contractor Labor Shortages and Associated Service Impacts](#)

[Staff Report](#)

General Manager Nancy Whelan and Director of Operations and Planning Robert Betts presented the item. Ms. Whelan presented a March 2022 survey by The American Public Transportation Association (APTA) and a study by the Transit Center, which showed that the labor shortages are attributed to a combination of factors that have followed pandemic conditions that include a high rate of retirement, high turnover rates to other higher-paying private sector jobs, and difficulties recruiting and retaining new transit workers. Ms. Whelan explained that the Transit Center research discusses four key reasons why it is difficult to hire and retain transit workers, including compensation, safety, workplace culture, and flexibility.

Robert Betts explained how labor shortages have impacted the District. Mr. Betts explained that in the first twelve to eighteen months of the pandemic, there was increased labor availability due to several factors specific to our contractors and the service they operate, including; reduced regional service (GGT), suspended service to SFO (Marin Airporter), and suspended school and Muir Woods service (MV Transportation). He said the labor shortage impacts at Marin Transit were delayed, compared to other transit agencies. Mr. Betts outlined current staffing shortages and shared how the District was able to provide sustained, and in some cases, increased services amid labor shortages.

Mr. Betts displayed the amount of missed service per month since July 2022, through August 2022. He compared the actual percentage of service missed to the target percentage of service missed.

Mr. Betts stated that missed service primarily affects Supplemental School routes and the Muir Woods Shuttle routes. Mr. Betts described how the District has awarded, updated, and renegotiated all service contracts to allow for an increase

in driver and mechanic wages, and added that service levels have been adjusted where feasible to minimize impacts on riders. Layover locations have been identified and adjusted to improve driver breaks. Mr. Betts summarized actions contractors have taken to attract new employees.

Second Vice President Lucan thanked Mr. Betts for the update and asked what the District can directly do to attract new employees. Mr. Betts answered that the District's website explains how to apply for jobs and added that there has been use of advertising on vehicles. Mr. Betts explained that each contractor is different, and that drivers can find a match based on the type of service that they are interested in providing. Mr. Betts noted that the District has primarily focused its efforts on securing quality parking and maintenance facilities and providing comfortable, reliable vehicles.

Second Vice President Lucan responded that perhaps the District could take the initial lead on hiring, beyond referring applicants to the contractors. President Moulton-Peters added that there are a few Board members who participate in Workforce Development, The Fire Foundry, and various efforts in the Canal.

Director Colin said she will reach out to community partners regarding recruiting. She followed up on Second Vice President Lucan's point, saying that the labor shortage demands further involvement by the District.

Director Colin asked how the District's missed service levels compare to the industry average. Mr. Betts answered that he was not aware of the industry average. Ms. Colin requested industry-wide context at a future Board meeting.

Director Colin commented that she understands the pressure and difficulty of planning the Supplemental School routes. She requested reopening the conversation around school ridership, citing potential benefits to families. Director Colin suggested that if the District told the community how many passengers needed to be on the bus, there could be potential partnerships.

Director Connolly commented that different options should be explored to reinstate select supplemental school routes. Mr. Connolly asked if Marin Transit's Connect program could assist. Mr. Betts explained that Connect is on-demand and not on a fixed route or schedule, so it is less reliable. Additionally, the Connect service's passenger capacity is not sufficient adequately address the current demand.

Mr. Betts remarked that Golden Gate Transit has a network of recruitment programs, including work with the College of Marin. The District assisted with the implementation of those programs.

Director Connolly announced that he would need to leave the Board meeting early. He stated that work will continue to be done with the community to resolve the issues at hand and get students on public transportation.

Vice President Rice reminded the Board that traffic relief is a large portion of the District's mission, as is serving those who are transit dependent. Vice President Rice stated that Supplemental School routes, especially to high schools, have served both individuals who are transit-dependent, and provided relief from traffic. Vice President Rice asked why Supplemental School routes and Muir Woods Shuttle routes have been impacted the most by labor shortages. Mr. Betts responded that those two types of services are unique within Marin County and run the most irregularly. In terms of the Supplemental School routes, there are routes that mirror those services and can replace those services if necessary. Mr. Betts noted that both programs are operated by the same contractor. Vice President Rice responded that it is important for the public to understand why the suspensions were implemented. She also agreed that it is important to remember that the Supplemental School routes are purely supplemental. Vice President Rice asked if any other Supplemental School routes have been suspended. Mr. Betts confirmed that there have been two phases where the District has had to suspend various services. Vice President Rice asked what the District's strategy is in terms of re-introducing drivers and services. Mr. Betts answered that the District's priority is returning the Supplemental School and Muir Woods Shuttle routes to pre-pandemic levels. He explained that fixed route services are nearly back to where they were before the pandemic and that the District has been working directly with contractors to address the labor shortage. Vice President Rice suggested offering hiring bonuses and retention bonuses for recruitment.

General Manager Nancy Whelan reminded the Board that a year ago staff reported on the impacts identical school bell schedules would have on transit services. Because all schools now start at the same time, it is difficult to provide cost-effective services.

Director Colin noted that Ms. Whelan's insight is valuable. Director Colin expressed interest in furthering conversations with local superintendents and parents.

President Moulton-Peters said that everyone on the Board is working with Workforce Development in some capacity. She requested that Ms. Whelan and Mr. Betts follow up with Director Colin and Director Rodoni on the Canal Community Partner's effort to train drivers. President Moulton-Peters said Ms. Whelan and Mr. Betts should follow up with Director Arnold, Director Connolly, Director Colbert, and Second Vice President Lucan regarding Workforce Development, as well as the Economic Forum. President Moulton-Peters

requested that Ms. Whelan and Mr. Betts follow up with Vice President Rice and Director Rodoni regarding the Fire Foundry, as the Fire Foundry recruits women and people of color for employment. President Moulton-Peters noted that this is a long-term project, and other models and efforts should be looked at. President Moulton-Peters remarked that from an equity-based perspective, it is a valuable effort.

President Moulton-Peters called for Public Comment.

Kevin Carroll requested staff address his written public comment. Mr. Carroll suggested Route 61 could be altered to serve Muir Woods during off-season. Mr. Carroll asked if the District has discussed Presidio Go bus service with the National Parks Service to serve areas of Marin County.

President Moulton-Peters responded that the National Parks Service does not have a budget for public transportation services, which is why the District provides such services.

Ms. Whelan responded that the District partners with the National Parks Service to provide the Muir Woods Shuttles. Ms. Whelan said rerouting Route 61 may present some issues, and asked Mr. Betts to speak further on the topic.

Mr. Betts said that Route 61 has high ridership on weekends, serving the Mount Tamalpais and Stinson Beach areas. Rerouting Route 61 to Muir Woods would impact Route 61's existing services. Mr. Betts explained that rerouting Route 61 would not meet the needs of most visitors. Mr. Betts confirmed the District's ongoing discussions with the National Parks Service to improve service to Muir Woods.

President Moulton-Peters asked Mr. Betts about the District's surveying efforts at the Larkspur and Sausalito parking lots. Mr. Betts responded that over the summer the District started using the Larkspur Ferry Terminal parking location for Muir Woods Shuttle services. Staff recently concluded surveying at both locations and will return to the Board early next year with a formal recommendation on selecting a single site for the Muir Woods Shuttle service location.

Recommended Action: Information Only

[Convene in Closed Session](#)

The Board went into closed session.

[Report from Closed Session](#)

President Moulton-Peters reported that there were three closed session items, and direction was given to staff in each of those items.

Adjourn President Moulton-Peters adjourned the meeting at 11:50 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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October 3, 2022

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

SUBJECT: Adoption of Resolution 2022-13 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 2022-13 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, April 4, 2022, May 2, 2022, June 6, 2022, August 1, 2022, and September 12, 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,

A handwritten signature in black ink that reads "Nancy E. Whelan". The signature is written in a cursive style with a large, stylized 'N' and 'W'.

Nancy Whelan
General Manager

Attachments: Resolution 2022-13 and Marin County Health and Human Services Letter

RESOLUTION #2022-13

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN COUNTY
TRANSIT 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:

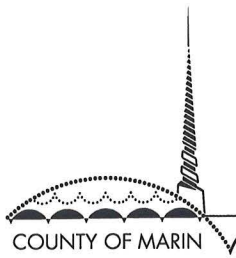
1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and District staff, and members of the public to meet safely in person; and
 - 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 3rd day of October 2022.

Board President

ATTEST:

Board Secretary



DEPARTMENT OF
HEALTH AND HUMAN SERVICES

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



Benita McLarin, FACHE
DIRECTOR

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
Brian E. Washington, County Counsel



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

October 3, 2022

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

SUBJECT: Award Contract for Riders Guide Printing and Distribution to Consolidated Printers, Inc. (#1145)

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: Authorize the General Manager to award a contract to Consolidated Printers, Inc. to print and distribute the District's Rider Guide for an initial one-year cost not to exceed \$57,800, with the option to extend the contract for up to four additional one-year terms.

In June 2016, the District began distributing a Rider Guide that includes schedules and maps for local Marin County bus routes. The Rider Guide is printed quarterly to align with schedule changes and distributed to passengers on the bus, at the Customer Service Center, and at over 200 additional locations throughout the county. The District's current printing contract expired on September 30, 2022.

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

Quotes were due on September 16, 2022, and no offers were received by the deadline. Staff then followed up with potential vendors and allowed quotes to be submitted by September 26, 2022. The District then received two price proposal from the following vendors;

- Consolidated Printers, Inc.
- The Dot Direct

Staff evaluated the two quotes and recommends that the contract be awarded to Consolidated Printers, Inc. Consolidated Printers is the incumbent printer for this work and specializes in the production of information products for the transit industry. Their quote offered the lowest prices for printing and distribution at all requested quantities and specifications.

FISCAL/STAFFING IMPACT: The total cost of the one-year agreement will not exceed \$57,800. This agreement will be funded from District's local and rural transit marketing budgets and is within the District's approved budget for FY 2022/23.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Betts". The signature is stylized and cursive.

Robert Betts
Director of Operations & Planning

Attachments: DRAFT Agreement with Consolidated Printers, Inc

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

THIS AGREEMENT is made and entered into this day 3rd of October 2022 by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Consolidated Printers, Inc. hereinafter referred to as "Contractor."

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The District agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$57,800** for the initial one year term and **\$63,580** for each of the four option years if awarded.

5. TIME OF AGREEMENT:

This Agreement shall commence on the date of execution, and shall terminate on October 3, 2023. The parties may consider up to four additional one year extensions. The parties may consider exercising one or multiple years of the option year extensions beyond the initial one year term. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the contract.

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require

subcontractor to name Contractor and Marin County Transit District as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Transit District Board of Directors, the State of California or other third party. Should the funds not be appropriated District may terminate this Contract with respect to those payments for which such funds are not appropriated. District will give Contractor thirty (30) days' written notice of such termination. All obligations of District to make payments after the termination date will cease.

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

- 1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**

3. For Contracts involving any Federal Transit Administration grant funds, Exhibit D must be attached. Exhibit D provides all Federal Transit Administration Contract Provisions relevant to this Contract.
4. For Contracts involving any State or Federal grant funds, Exhibit E must be attached. Exhibit E shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit E - Debarment Certification

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

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

21. NOTICES:

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

Contract Manager: Robert Betts

Dept./Location: Marin County Transit District

711 Grand Avenue, Suite 110

San Rafael, CA 94901

Telephone No.: 415-226-0860

Notices shall be given to Contractor at the following address:

Contractor: Consolidated Printers, Inc
 Larry Hawkins

Address: 2630 Eighth St
 Berkeley, CA 94710

Telephone No.: 510-541-0140

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Federal Transit Administration Contract Provisions	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT F.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

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

CONTRACTOR

By: _____
 Name: _____
 Title: _____

**APPROVED BY
 MARIN COUNTY TRANSIT DISTRICT:**

By: _____

=====

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

County Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF WORK

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

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

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

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

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

TECHNICAL SPECIFICATIONS

Trim size: 16" x 8.5"

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

Outer section of booklet:

8-page booklet

Colors: 4/4 CMYK, full bleed

70# gloss text (or approved equivalent)

Inner section of booklet:

32-page booklet

Colors: 4/4 CMYK, full bleed

40# Opaque (or approved equivalent)

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

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

PRINTING PRICING

The maximum to cost to the District is \$57,800 including direct non-salary expenses. Pricing provided in the table below is **per order** and includes all applicable materials, taxes, delivery, overhead, profit, labor, insurance, and all other costs that may be incurred by the Contractor. All orders must be authorized in writing by the District. Contractor shall submit request for payment via invoice net 30 days following provision of services. Pricing for quantities within the ranges provided will adhere to the per piece cost estimates provided.

Maximum turnaround time from receipt of artwork to completion of delivery will be fifteen (15) business days for the first order under this agreement, and thereafter, the turnaround time will be between 3-5 weeks. Contractor’s ability to meet delivery schedule will be a determining factor in the decision to award contract option years.

40-Pages Rider Guide Printing							
Print Cycles per Year	4 cycles/year		2 cycles/year			Reprint	
Prints per Order	15,000	20,000	20,000	30,000	50,000	5,000	10,000
Total Annual Prints	60,000	80,000	40,000	60,000	100,000	N/A	N/A
Printing Cost per Order	\$11,717	\$13,165	\$13,165	\$16,069	\$22,663	\$8,485	\$9,965

If the parties consider an additional one-year extension beyond the term of this agreement, a maximum of 10% increase to the above fees will be applied for the pricing of the additional year.

Corrections and revisions:

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

Quality Assurance:

Contractor shall maintain quality assurance for printing and material quality, processing, assembly, packaging and shipping in accordance with its usual policies and practices, and pursuant to any

additional requirements set forth in this agreement. Any additional costs incurred to the District due to failure in quality assurance, shall be the responsibility of the Contractor.

DISTRIBUTION PRICING

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

Rider Guide Distribution				
Prints per Order	15,000	20,000	30,000	50,000
Distribution Cost per Order	\$994	\$1,285	\$1,597	\$2,914

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

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

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

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

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

Contract Manager Signature: _____

Date: _____



marin transit

711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

October 3, 2022

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

SUBJECT: Interagency Agreement with Golden Gate Bridge Highway & Transportation District for Fixed Route Services (#1143)

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Approve a three year and nine month Inter-Agency Agreement with Golden Bridge Highway and Transportation District, in an amount not to exceed \$44,937,375 with two additional one-year extension options.

katie rice
vice president
supervisor district 2

SUMMARY: Marin Transit has provided local service in Marin County in partnership with Golden Gate Bridge Highway and Transportation District (GGBHTD) for nearly 50 years. This partnership includes a high degree of coordination to offer Marin County transit riders a seamless and integrated transit experience.

eric lucan
2nd vice president
city of novato

While the formal agreement type and terms have changed over the years, the current partnership relies on an inter-agency agreement that outlines each agency's responsibilities and financial terms. The current five year agreement started on July 1, 2015 and included two option years, that were both excised, concluding on June 30, 2022. Prior to the expiration of this agreement, the parties agreed to an additional six month extension to allow further negotiations on a new agreement. The new agreement is for services similar to those in the prior agreement with a term starting on October 1, 2022, for three years and nine months, with two one-year extension options. The new agreement is attached for your Board's consideration.

judy arnold
director
supervisor district 5

In addition to the new term, other elements of the agreement were discussed, negotiated, and updated. The most significant changes in the new agreement include an increase in compensation for local service to GGBHTD, a new allocation for GGBHTD's contribution to local paratransit, and the desire to enter into a joint electrification study to identify opportunities for meeting the requirements set forth in the California Air Resources Board (CARB) Innovative Clean Transit (ICT) Rule. The table below summarizes these new terms:

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

Table 1: Key Contract Features

Term:	Three years and nine months, with 2 one-year options, commencing October 1, 2022.
Hourly Rate:	Rate includes operations & maintenance of local service, bus stop maintenance, customer service, and maintenance of the San Rafael Transit Center. Year 1 (partial): \$153.70 Year 2: \$158.17 Year 3: \$162.78 Year 4: \$162.94 Option Year 1: \$167.82 Option Year 2: \$172.86
Revenue Hours:	25,000 – 75,000 annually
Revenue Hour Definition:	Based on GGBHTD scheduling software calculations, to include revenue time + loading time + layover time
Local Paratransit:	GGBHTD will reimburse Marin Transit for share of local ADA required paratransit trips based on local ridership and local service levels (# trips).
Electrification of Fleets:	The parties agree to engage in a joint electrification study to identify ways that both agencies can effectively partner to comply with the requirements and deadlines set forth in CARB's ICT Rule for the roll-out of zero-emission buses.

Negotiations between the two agencies took over a year to finalize and were challenged by the uncertain condition transit is facing following the pandemic. MCTD entered the negotiations with a desire to include the acquisition or long-term lease of GGBHTD property in either San Rafael or Novato that is currently being leased out for non-transit uses or was viewed by Marin Transit as vacant or heavily underutilized. Marin Transit's need for a suitable property to support its operations and maintenance and fleet electrification requirements continues to be a high priority and this partnership was identified as an appropriate opportunity to better utilize the public investments made in Marin County to support transit services. After multiple unsuccessful offers from Marin Transit to buy or lease these properties at fair market value, staff determined that the only path forward was to remove these provisions from the offer and focus solely on negotiating an agreement for operations and maintenance activities.

FISCAL/STAFFING IMPACT:

Maximum Cost of Agreement

The total not to exceed amount for the fixed route base agreement is \$44,937,357 (Table 1), excluding direct payments for fuel, electrical charges for zero emission vehicles (outside this agreement), legacy depreciation costs, major vehicle repairs, and impact from change in

paratransit terms (Table 2). The agreement also includes payments to MCTD for advertisements on MCTD buses, only. The prior agreement included a formula for sharing all advertising revenue. The rates in the initial three years of the agreement are increased to recognize \$860,000 of additional Federal Relief funds allocated to MCTD to address increased operations costs. The annual escalation rate (including the increase due to additional Federal Relief funds) is 3% except in year FY2025/26 when the relief funds are fully expended, and the rate reverts to unmodified level.

Table 1: Maximum Costs to District

Maximum Cost to the District	Revenue Hour Rate	Maximum Hours	Annual Maximum
FY2022/23 (9 months)	\$153.70	56,250	\$8,645,625
FY2023/24	\$158.17	75,000	\$11,862,750
FY2024/25	\$162.78	75,000	\$12,208,500
FY2025/26	\$162.94	75,000	\$12,220,500
Total Base Agreement Costs			\$44,937,375
FY2026/27 option year	\$167.82	75,000	\$12,586,500
FY2027/28 option year	\$172.86	75,000	\$12,964,500

Net Increase in Costs

The two major financial components of the contract are:

- (1) The hourly revenue rate Marin Transit pays GGBHTD for service and ancillary costs
- (2) The changed percentage of local paratransit GGBHTD pays for

Under this interagency agreement, Marin Transit will have net increase of 18% in costs in FY2023 compared to FY2022 (Table 2). This financial impact will be for a partial year since the agreement will be effective October 1, 2022.

Table 2: Net Increase of Costs (FY2022/23 compared to FY2021/22)

	Notes	FY2021/22	FY2022/23 Annualized New Agreement	Difference over FY2022/23
Hourly Rate	increased 19%	\$129.07	\$153.70	+\$24.63
Annual Cost @ 75,000 hours		\$9,680,250	\$ 11,527,500	+\$ 1,847,250
Fuel	no change in terms	-	-	-
Customer Service	moved to hourly rate	\$ 275,000	\$ -	\$ (275,000)
SRTC Security	moved to hourly rate	\$ 584,000	\$ -	\$ (584,000)
Paratransit Revenue @ \$5.7 million annual costs	GGBHTD share of paratransit costs in FY 2022 was 20.04%; new agreement share is 14.63%	\$(1,140,000)	\$ (834,000)	+ \$306,000
Other Revenue	only ads on buses	\$ (438,072)	\$ (100,000)	+ \$ 338,072
Capital Depreciation	no change in terms	\$15,111	\$15,111	\$0
				-
Total MCTD Annual Cost		\$8,976,289	\$ 10,608,611	+\$1,632,322
Total % Net Increase				+18%

This increase only partially covers GGBHTD’s request to increase rates based on their costs to operate the service. This increase also reflects a reduction in GGBHTD’s payment to MCTD for the operation of paratransit based on an agreement to adjust the formula to account for both the amount of service provided (bus trips) and amount of service usage (bus passengers) (Table 3). GGBHTD will continue to pay for all regional paratransit costs which Marin Transit manages on behalf of GGBHTD.

Table 3: Impact of Changes to GGBHTD Payments for Paratransit

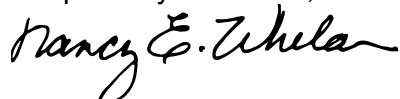
GGBHTD Paratransit Responsibility	Prior Agreement Methodology	New Agreement	Change	Percent Change
FY23 GGBHTD Share	20.40%	14.63%		
FY23 Estimated Payment	\$1.14 million	\$834,000	(\$306,000)	-27%
Total Paratransit Payments (base term)	\$4.9 million	\$3.6 million	(\$1.3 million)	-27%

Financial Structure of the Agreement

This inter-agency agreement uses a different financial structure than the prior agreement which simplifies the payment process between the two Districts, but also has financial and contractual implications. The prior agreement was constructed in response to Marin Transit’s desire to delimitate all services being provided by GGBHTD and create payment structures connected with the level of each service provided. For example, GGBHTD provides customer service support for all Marin Transit routes, not just the routes operated by GGBHTD. Under the prior agreement Marin Transit paid for its share of actual customer service costs based on its proportional share of passengers served by the customer service center. This “direct cost method” was intended to be equitable and provide transparency and oversight of customer service costs. This method was also employed for the costs related to the San Rafael Transit Center.

In the new agreement GGBHTD requested to revert to an all-inclusive hourly rate to avoid the accounting burden associated with the direct cost method. Marin Transit honored this request. The changes have the following effects: (1) In comparing the prior GGBHTD hourly rates to the rates in the new agreement, the prior agreement rates need to be adjusted for the customer service, advertising revenue, and San Rafael Transit Center costs; (2) When comparing GGBHTD rates to other contract operations rates, GGBHTD rates need to be adjusted to remove additional items such as customer service and bus stop maintenance; (3) Monthly billing will be simplified; and (4) There will be less reporting of component costs.

Respectfully submitted,



Nancy Whelan
General Manager

Attachments: DRAFT Inter-Agency Agreement with GGBHTD for Local Fixed Route Bus Service

1143

OPERATIONS AND MAINTENANCE CONTRACT

Between

MARIN COUNTY TRANSIT DISTRICT

and

**GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT**

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CONTRACT FOR THE OPERATION AND MAINTENANCE OF LOCAL FIXED ROUTE BUS SERVICE

This Contract (CONTRACT) is made and entered into by and between the Marin County Transit District (MCTD) and Golden Gate Bridge, Highway and Transportation District (GGBHTD) (each referred to herein as a "Party" and together as the "Parties") as of October 1, 2022 (Effective Date), and as provided in Section 104 below, supersedes and serves to terminate the prior agreement between MCTD and GGBHTD dated May 19, 2015 entitled "Contract for the Operation and Maintenance of Local Fixed Route Bus Service" (Prior Agreement), except as otherwise provided herein.

RECITALS

A. Chapter 805 of the Laws of 1969, State of California (codified commencing at Sections 27550 et seq. of the California Streets and Highways Code), provides that GGBHTD may study, construct, acquire, improve, maintain and operate transportation systems, and further requires GGBHTD to determine the amount that any county receiving intra-county benefits from GGBHTD's operation of such systems should contribute toward such operation.

B. MCTD is a public agency established pursuant to the provisions contained in and commencing at Sections 70000 et seq. of the California Public Utilities Code, which, among other things, authorize MCTD to contract or otherwise provide for the operation of public transit services within or partly without its boundaries.

C. Since 1971 GGBHTD has provided fixed route bus services within the County of Marin pursuant to a series of agreements between GGBHTD, MCTD and/or the County of Marin.

D. In accordance with GGBHTD's statutory mandate, the aforementioned agreements have determined the benefits attributable to the provision of intra-county bus transit services, including identification of responsibilities and procedures for determining local transit service levels and attendant passenger fares, methodologies for the allocation of costs attributable to the provision of local transit services and allocation of revenues derived from fares and subvention sources as between regional and local bus transit services.

E. This Agreement supports two separate yet mutually coordinated systems:

1. A regional transit system, which will consist of ferry service and both all-day and peak express regional bus services connecting Marin County with neighboring counties, especially San Francisco. All bus services will continue to carry both local and regional riders.

2. A local transit system, which will include routes that begin and end in Marin County and serves local passengers traveling within the County.

F. Responsibilities for routes and services will be structured so as to create a system whereby GGBHTD is responsible for all regional routes and services and MCTD is responsible for all local routes and services. The Party assigned responsibility for a particular

route or service will be fully responsible for planning, policy-making, and funding, and for operating, either directly or under contract, their respective service.

G. Despite the continuation of two distinct systems, the public is best served by fully coordinating these systems, including coordinated fare policy, transfers, bus stops, marketing, telephone information, publication of timetables, and other activities that are to the mutual benefit of the overall transit system. MCTD and GGBHTD, however, will each continue to set its own fares and routes and schedules so as to ensure each agency meets its own budgetary requirements.

H. Both during the time that this Agreement will be in its place and subsequent to its conclusion, MCTD has full authority and responsibility, including legal responsibilities for potential legal ramifications of its actions, for managing its local service in the manner that best serves its constituents, as resources allow. Both during the time that this Agreement will be in place and subsequent to its conclusion, GGBHTD has full authority and responsibility, including legal responsibilities for potential legal ramifications of its actions, for managing its regional services in the manner that best serves its constituents, as resources allow.

I. For the convenience of our customers, local and regional services should remain highly coordinated and transparent to our users. MCTD and GGBHTD acknowledge that local transit trips are made throughout the Hwy 101 corridor between the many communities that constitute Marin County. By virtue of the coordinated transit network referenced in Recital E, these local passengers are able to ride both local and regional routes traveling through this corridor.

J. Nothing in this Contract is intended to alter the terms of the following agreements between MCTD and GGBHTD:

1. Memorandum of Understanding for Maintenance of the Novato Transit Facility at Redwood Blvd. and Grant Ave. in Novato, California, dated February 1, 2018;
2. Operations and Maintenance Contract for the Electric Bus Pilot Program, dated September 24, 2018;
3. Revocable License Agreement for the use of property at 1011 Andersen Drive in San Rafael, California, dated October 1, 2021;
4. Agreement for Revenue Sharing Related to Use of Local Bus Fare Media on GGT Regional Bus Routes, dated May 22, 2009;
5. Acknowledgement Regarding Use of GGB-Furnished MCTD Transit Data, executed for MCTD on September 1, 2015; and
6. Any separately-negotiated agreement(s) concerning regional paratransit.

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE 1—DEFINITIONS AND INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Contract:

1. **Advanced Communication and Information System.** The term “Advanced Communication and Information System” or “ACIS” was the project that moved the INIT application suite of Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) software to a production state. The resulting communication system is used by GGBHTD in support of radio dispatch activities. The AVL system component is used by GGBHTD in support of vehicle tracking and monitoring, real-time passenger information, and voice annunciation.
2. **Americans with Disabilities Act of 1990 (ADA).** The terms “Americans with Disabilities Act of 1990” or “ADA” mean the statute enacted by the United States Congress as Public Law Number 101-336, as amended.
3. **Allowed Annual Revenue Hours.** The term “Allowed Annual Revenue Hours” means the range of Revenue Hours (with an identified floor and ceiling) on an annual basis that is anticipated by the MCTD to meet the service requirements of this Contract. The Annual Revenue Hours for each base and option year of the Contract are set out in Section 304, below.
4. **Clipper®.** The term “Clipper” means the automated fare payment system currently being operated on 23 transit systems (Operators) in the San Francisco Bay Area. As of execution of this Contract, GGBHTD is a Clipper Operator. The Parties anticipate that MCTD will become an independent Clipper Operator during the term of this Contract. The Parties also anticipate that the next version of Clipper (Clipper 2.0), which will be account-based rather than card-based, may be launched during the term of this Contract.
5. **Commencement Date.** The term “Commencement Date” means October 1, 2022.
6. **Block.** The term “Block” means a work assignment for a Revenue Vehicle.
7. **Contract.** The term “Contract” means this Interagency Agreement between the MCTD and GGBHTD for the operation and maintenance of the local fixed route services.
8. **Days.** The term “Days” means regular business days of the MCTD (Monday-Friday), unless otherwise specifically indicated as “calendar days.”
9. **Deadhead Time.** The term “Deadhead Time” means the scheduled amount of time for a Revenue Vehicle, without passenger(s), to move from the garage or yard to the origin point of the first Vehicle Trip, and from the last scheduled geographic point of the last Vehicle Trip back to the garage or yard.
10. **Digital Surveillance System.** The term “Digital Surveillance System” means the on-board camera system currently in use by GGBHTD for recording video and audio events.

11. **Early Trip.** The term “Early Trip” means a trip departing more than sixty (60) seconds before the scheduled departure time.
12. **Equipment.** The term “Equipment” means the equipment used by GGBHTD in providing operations and maintenance services under the Contract, and includes both Equipment provided by GGBHTD and Equipment provided by the MCTD, as listed in Attachment A.
13. **Facilities.** The term “Facilities” means the buildings, structures, and grounds to be used by GGBHTD in providing services under this Contract.
14. **Federal Transit Administration (FTA).** The term “Federal Transit Administration” or “FTA” refers to the Federal Transit Administration of the United States Department of Transportation or its successor entity.
15. **Fuel Cost.** The term “Fuel Cost” means the actual cost of fuel for vehicles used in providing services under this Contract, based on the average cost per gallon paid monthly multiplied by the amount of fuel consumed, plus applicable sales taxes and excise taxes actually paid by GGBHTD.
16. **GGBHTD Project Manager.** The term “GGBHTD Project Manager” means a GGBHTD employee designated by the GGBHTD General Manager as the point of contact for MCTD who will be responsible for coordinating all requests and communications by and from MCTD.
17. **GFI.** The terms "GFI" or "GFI Farebox" refer to the Genfare fareboxes made by the SPX Corporation. Both Parties use GFI Fareboxes on their vehicles as of execution of this Contract.
18. **Governing Body of the Marin County Transit District.** The term “Governing Body of the Marin County Transit District” or “MCTD Governing Body” means the Marin County Transit District Board of Directors.
19. **Holiday Schedule.** The term “Holiday Schedule” means a modified schedule to provide a different level of transit service on designated days.
20. **INIT.** The term "INIT" means the INIT application suite of Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL). The INIT system is a backbone component of the GGBHTD Bus Division's daily operations, providing voice radio communication and computer aided dispatching; real time passenger information including trip update and automatic passenger counter (APC) data; and mobility management and reporting.
21. **Late Trip.** The term “Late Trip” means any trip that departs a timepoint more than five (5) minutes after the scheduled time.
22. **MCTD General Manager.** The term “MCTD General Manager” means the General Manager of the MCTD or the person designated in writing by the MCTD General Manager to carry out his or her duties under this Contract.
23. **MCTD Project Manager.** The term “MCTD Project Manager” means the individual designated by the MCTD General Manager to administer the MCTD’s responsibilities

under this Contract or the person designated by the MCTD Project Manager to carry out his or her responsibilities under the Contract.

24. **Mechanical Road Call.** The term "Mechanical Road Call" means a Revenue Service interruption caused by failure of a mechanical element of a Revenue Vehicle.
25. **Missed Trip.** The term "Missed Trip" means any Revenue Service trip that is not completed that was originally scheduled, including trips with a delayed start that exceeds the headway frequency, trips not completed due to driver unavailability, or trips where the full route was not completed. Missed Trip also includes incidences when a driver starts a trip early and departs early from every stop.
26. **National Transit Database.** The term "National Transit Database" or "NTD" means the uniform reporting system that the U.S. Secretary of Transportation is required to maintain, and to which FTA grant recipients, including the MCTD, are required to report pursuant to Section 5335 of Title 49 of the U.S. Code.
27. **Normal Wear and Tear.** The term "Normal Wear and Tear" means damage or loss to a Revenue Vehicle or item of Equipment resulting from ordinary use and demand over time. The age of the Revenue Vehicle or item of Equipment, and the miles accumulated on a Revenue Vehicle, are among the factors the MCTD uses to distinguish Normal Wear and Tear from wear and tear that is the result of abuse or improper use.
28. **On-Time Performance.** The term "On-Time Performance" means the level of success in schedule adherence (avoiding Late and Early Trips).
29. **Passenger Miles Traveled.** The term "Passenger Miles Traveled" means the cumulative sum of the distances ridden by each passenger for a stated period of time.
30. **Revenue Service (Miles, Hours, and Trips).** The terms "Revenue Service," "Revenue Miles," "Revenue Hours" and "Revenue Trips" are defined consistent with the definitions established by the FTA National Transit Database (NTD) Glossary, which can be found at www.ntdprogram.gov/ntdprogram/Glossary.htm. As of the drafting of this Contract, these terms are defined as follows:

The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either:

- Directly pay fares;
- Are subsidized by public policy; or
- Provide payment through some contractual arrangement.

Vehicles operated in fare free service are considered in revenue service. Revenue service includes layover / recovery time.

Revenue service excludes:

- Deadhead;

- Vehicle maintenance testing;
- School bus service; and
- Charter service.

For purposes of this Contract, therefor:

- "Revenue Service" applies to bus services operated by GGBHTD on behalf of MCTD.
- "Revenue Miles" refers to miles traveled by Revenue Vehicles during Revenue Service.
- "Revenue Hours" refers to hours when Revenue Vehicles operate Revenue Service.
- "Revenue Trips" refers to Revenue Service trips from the first geographic timepoint to the last geographic timepoint on a route or pattern servicing all applicable bus stops along the route or pattern.
- "Revenue Vehicle" applies to a bus operated in Revenue Service by GGBHTD on behalf of MCTD.

31. **Revenue Hour Rate.** The term "Revenue Hour Rate" means the rate to be paid to GGBHTD by the MCTD, per Revenue Hour, on a monthly basis during the Contract Term, set forth in Section 401 hereof, as compensation for certain costs of providing the Revenue Services covered by this Contract.

32. **Special Services.** The term "Special Services" means additional transportation requirements above the existing schedule in support of community events that may occur annually or on a one-time basis.

33. **Support Vehicle.** The term "Support Vehicle" means any GGBHTD-provided vehicle needed to support the operation and maintenance of services provided under this Contract, including, but not limited to, cars, vans, tow trucks, lift-equipped vans, and service trucks.

All references to transit terminology in this document not defined above will be as defined in the Federal Transit Administration National Transit Database (NTD) Glossary, as amended or revised. The NTD glossary can be found at <https://www.transit.dot.gov/ntd/national-transit-database-ntd-glossary>. To the extent that the definitions in the NTD glossary change after the Effective Date of this Contract, changes in external reporting requirements will apply; changes concerning revenues or compensation under the Contract will not apply, and the definitions existing as of the Effective Date will control. If changes do not concern external reporting, or revenue or compensation under this Contract, the Parties will meet and confer with regard to the effects of these changes.

SEC. 102 GENERAL OBLIGATIONS OF THE PARTIES

- A. In General.** GGBHTD shall manage and operate fixed route services for the MCTD; maintain a fleet of Revenue Vehicles and Equipment provided by the MCTD in compliance with manufacturers' specifications and standards and with GGBHTD's Maintenance Program; and provide, operate, and maintain all Support Vehicles necessary to accomplish its obligations under this Contract. GGBHTD shall also provide a trained workforce, and provide Equipment and materials (except those items provided by the MCTD in accordance with this Contract) needed to operate the Revenue Vehicles over the routes and in accordance with the Revenue Hours established by the MCTD.
- B. Project Management.** GGBHTD shall manage the Contract activities, according to operating procedures approved by the MCTD. The MCTD shall have the right to establish additional requirements that are reasonable for the operation of this service, pursuant to a contract amendment or the service change process set forth in this Contract.
- C. Electrification of Fleets.** GGBHTD and MCTD agree to engage in a joint electrification study to identify ways that both agencies can effectively partner to meet the California Air Resources Board's (CARB) Innovative Clean Transit (ICT) Rule.
- D. GGBHTD's Responsibilities.** GGBHTD's performance shall be in accordance with the obligations of this Contract and the Attachments attached hereto. GGBHTD's responsibilities shall include the following:
1. **Administration.**
 - a. Maintain written and verbal communications with the MCTD.
 - b. Assist with the MCTD's monitoring and auditing programs, including compliance with FTA guidance and regulations implementing Title VI of the Civil Rights Act of 1964 and 49 U.S.C. Section 5335(a) reports for National Transit Database (NTD) submittals. Assist with the MCTD's ongoing programs, including customer satisfaction surveys that may be periodically undertaken.
 - c. Respond to the MCTD's requests for information according to the schedule set by the MCTD.
 - d. Provide all operating, financial, and performance reports and invoices as required by this Contract.
 - e. Provide insurance coverage and indemnification as required in this Contract.
 - f. Provide information to MCTD to assist MCTD in responding to media inquiries regarding Revenue Services; provide notice to the designated MCTD representative of any such media inquiries received by GGBHTD, and redirect any such media inquiries to the designated MCTD representative.

- g. Provide any software licenses or access to electronic information that GGBHTD determines will be needed for operation of the MCTD's Services under this Contract.
- h. Notify the MCTD Project Manager in writing of any issues or concerns in proposed MCTD Services or service area expansions, alterations, and/or reductions in service in a timely manner.
- i. Notify the MCTD in writing, of any issues or concerns in MCTD proposed vehicle or other capital purchases.
- j. Comply with all FTA drug and alcohol testing requirements and assist the MCTD in auditing and monitoring compliance with those requirements.
- k. Comply with FTA's Equal Employment Opportunity (EEO) Program Guidelines.
- l. Comply with all applicable Federal, State, and local laws and regulations applicable to services under this Contract.
- m. Provide for a Vehicle Advertising Program and allocate associated revenues to MCTD pursuant to Section 316.

2. Operations.

- a. Meet all operations, equipment, and maintenance requirements established by this Contract.
- b. Operate and maintain all Revenue Vehicles, including new Revenue Vehicles purchased during the Contract Term.
- c. Provide transit service in accordance with the schedules and over the routes established by MCTD.
- d. Meet performance and safety standards, as set forth in this Contract and the Attachments hereto.
- e. Provide Support Vehicles needed to support the service under this Contract, and provide for the registration, insurance, maintenance, fueling, repair, and all other associated costs relating to the Support Vehicles.
- f. Meet employee hiring standards, training standards, and staffing levels as specified in this Contract.
- g. Provide properly trained, qualified personnel having management, operation, and vehicle maintenance expertise necessary to operate the MCTD's services, and administer personnel matters regarding GGBHTD's employees.
- h. Provide trained personnel in sufficient quantities to fully support the service under this Contract.

- i. Provide appropriately trained and qualified safety personnel to investigate accidents and unsafe practices in a timely manner, and provide reports of those investigations to the MCTD in accordance with this Contract.
- j. Report to the MCTD in a timely manner any accidents, including passenger accidents, or any other non-routine event or operational deviation, in accordance with this Contract.
- k. Provide safe operation of the Revenue Vehicles and the Support Vehicles, cooperate with law enforcement agencies regarding security activities on-board vehicles and elsewhere, provide safe workplace practices and safe working conditions for vehicle and Equipment maintenance, and meet safety and security requirements at the Facilities in accordance with Section 315 and the GGBHTD Safety and Security Program.
- l. Provide the necessary Facilities to fulfill its obligations under the Contract.
- m. Provide for and manage INIT and all other communications equipment; make all data applicable to MCTD available to MCTD on the same basis as are available to GGBHTD staff.
- n. Promptly notify the MCTD Project Manager of any deficiencies or defects in any vehicles furnished by the MCTD, in accordance with this Contract.
- o. Enforce all MCTD passenger rules, policies, and procedures as provided to GGBHTD by the MCTD.
- p. Assist MCTD in marketing by distributing MCTD-provided materials such as "take-ones" and posting materials on the interior of MCTD vehicles
- q. Provide on-road emergency farebox service, such as clearing jammed fareboxes.
- r. Provide for vehicle scheduling in concert with MCTD, and provide crew scheduling and operator work management.
- s. Conduct all National Transit Database (NTD) on-board passenger data trip surveys in the manner acceptable to FTA.
- t. Manage and implement the posting and timely removal of Rider Alerts, Transit Guides and Schedules, and other MCTD-approved publications and announcements at Facilities served under this Contract.
- u. Provide a complete customer service information phone line, including customer voice phone and TDD service, and customer service personnel.
- v. Make recordings available to MCTD from any on-board camera systems for recording video and audio events and make recordings available to MCTD on request when allowed by law and within the time allowed by GGBHTD retention policy.

3. Maintenance.

- a. Maintain all Equipment and Revenue Vehicles and Support Vehicles in accordance with this Contract and the GGBHTD Maintenance Program, and provide qualified personnel who can assist the MCTD in troubleshooting defects and working with manufacturers to resolve problems.
- b. Notify MCTD in the event that any MCTD-provided Equipment becomes damaged or is otherwise inoperable.
- c. Provide tires and replacement tires in sufficient quantities and of sufficient quality to assure that Revenue Vehicles will be available to maintain the MCTD service schedules and satisfy other contractual requirements. New vehicles will be purchased without tires, and tires will be supplied by GGBHTD's tire leasing company to the manufacturer for use on the vehicle while it is used in MCTD service provided under this contract. If MCTD-owned vehicles are subsequently moved to another contract, GGBHTD will equip them with tires for the transition. MCTD can either choose to purchase these tires or return them to GGBHTD.
- d. Identify, acquire, and maintain a sufficient parts inventory to properly maintain the various types and number of Revenue Vehicles in the fleet used to provide services under this Contract.
- e. As requested, dispose of any Revenue Vehicles, identified by the MCTD for disposal, in accordance with procedures provided by the MCTD.
- f. Procure and furnish fuel, and track and report fuel usage for the Revenue Vehicles. Pass through actual cost of fuel to MCTD including actual sales and excise taxes.
- g. Work with vehicle manufacturers, dealerships and local warranty shops during the initial warranty period.
- h. Work with the Original Equipment Manufacturer and MCTD on all vehicle warranty campaigns. Make repairs to, adjustments to, updates to, and programming of AVL/communications systems, fare collection equipment, and Digital Surveillance Systems.
- i. Make repairs to, adjustments to, updates to and programming of INIT, fare collection equipment, and Digital Surveillance Systems.
- j. Maintain all bus stops and transit centers served by MCTD routes operated under this Contract as of October 1, 2022 in accordance with the GGBHTD Maintenance Plan, with the understanding that as to bus stops, GGBHTD will provide light maintenance and trash removal only consistent with past practices. GGBHTD will provide MCTD at least six months' notice of the permanent removal of its service in a particular location, and associated plans for modifying maintenance practices or removing bus stop amenities.

4. **Fares.**

- a. Collect fares in a manner that complies with the MCTD's established and published fare policy.
- b. Extract and report farebox data, and collect, deposit, and report actual farebox revenues.
- c. Maintain Clipper equipment.
- d. Provide for clear reporting of MCTD revenues collected through this program for service operated under this Contract until MCTD becomes an independent operator under Clipper 2.0.

E. MCTD's Responsibilities.

The MCTD's responsibilities include the following:

1. **Administration.**

- a. Identify, develop, and plan for new and revised services, and develop service scopes for competitive procurement within the Transportation Improvement Program/Short-Range Transit Plan.
- b. Establish and periodically evaluate all policies regarding the operation and performance of the MCTD's fixed route system.
- c. Provide continuing service planning and capital planning (short and long range).
- d. Coordinate informational reports and manage appropriate information systems.
- e. Establish routes and trip schedules. Perform vehicle scheduling in concert with GGBHTD.
- f. Communicate with GGBHTD, the media, and the public.
- g. Carry out marketing activities, including publication of any timetables and route maps, and materials not provided by GGBHTD.
- h. Administer and monitor GGBHTD's performance under this Contract.
- i. Comply with Federal, State, and local laws and regulations applicable to services under this Contract.
- j. Prepare for and provide official notice of all meetings, including those for which GGBHTD is responsible for the presentation of informational items.
- k. Review GGBHTD's invoices prior to reimbursement and audit as appropriate.

2. **Operations.**

- a. Establish operations and maintenance requirements and performance standards for services provided by GGBHTD under this Contract, in consultation with GGBHTD.
 - b. Determine compliance with Contract requirements and meet and review GGBHTD performance under key performance indicators in accordance with Section 405.
 - c. Provide all Revenue Vehicles for use in the service described in this Contract, and strive to meet an adequate spare ratio. MCTD retains the right to design a logo decal and paint scheme for all Revenue Vehicles.
 - d. Provide the Equipment, tools, and materials that are specifically designated as MCTD's responsibility in this Contract particularly as they relate to new vehicle purchases.
 - e. Communicate concerns regarding GGBHTD's performance under this Contract to GGBHTD in a timely manner.
 - f. Pay GGBHTD for services rendered as provided in this Contract.
 - g. Establish all bus stops.
3. **Maintenance.** Inspect, monitor, and audit Revenue Vehicle maintenance practices and activities.
4. **Fares.** Establish and evaluate fare policies and fare structure, and review and evaluate ridership trends.

SEC. 103 REPRESENTATIONS, WARRANTIES, AND STANDARD OF PERFORMANCE

A. Representations and Warranties. The Parties represent, warrant, and covenant as follows: the Parties have and through the Contract Term shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform their respective obligations hereunder in accordance with the requirements of the Contract, other than permits and licenses pertaining to facilities that were or are obtained by the MCTD.

1. **Laws, Regulations, and Governmental Approvals.** The Parties have familiarized themselves with the requirements of all applicable Federal, State, and local laws and regulations pertaining to this Contract and the condition of any required governmental approvals, prior to entering into this Contract, and further acknowledge and agree that they are responsible for complying with such laws and regulations. GGBHTD acknowledges that, except as otherwise provided in the Contract, it is responsible for compliance with such laws and regulations, and for obtaining any necessary governmental approvals, at its sole cost and without any increase or decrease in compensation on account of such compliance, regardless of whether such compliance would require additional time for

performance or additional labor, equipment and/or materials not expressly provided for in the Contract.

- B. Variety of Vehicles.** GGBHTD acknowledges that the MCTD has a variety of Revenue Vehicles in its fleet and may purchase an additional variety of Revenue Vehicles during the Contract Term, and agrees that there will be no adjustment in the hourly rate to operate any new vehicle. For any vehicles that MCTD adds to its fleet (expansion fleet) that will be used in Revenue Service operated by GGBHTD, MCTD will ensure (at MCTD's expense) that those vehicles have the equipment necessary to enter Revenue Service, including INIT on-board systems, wifi, radio, fareboxes, cameras, Digital Surveillance Systems, etc. The compensation to be paid to GGBHTD (as described in Section 401) covers the full cost of operating and maintaining a variety of Revenue Vehicle types and providing the services required under this Contract. On-board ancillary equipment purchased with GGBHTD funds (e.g., wifi and radio equipment) will remain the property of GGBHTD. On-board ancillary equipment purchased with MCTD funds will remain the property of MCTD.
- C. Standard of Performance.** The Parties shall perform their respective obligations under this Contract diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform their obligations under this Contract.
- D. Cooperation.** GGBHTD acknowledges that one or more other contractors of the MCTD have certain responsibilities regarding the provision of transit or paratransit services in Marin County, and agrees to cooperate and coordinate fully with such other contractors. In addition, the Parties agree to cooperate with one another on all matters pertaining to this Contract.

SEC. 104 CONTRACT DATES AND TERM OF CONTRACT

- A. Contract Dates; Prior Agreement.** This Contract shall take effect on the date above first written (the Effective Date). GGBHTD shall assume responsibility for services under this Contract on the Commencement Date of October 1, 2022. Upon the Commencement Date, the Prior Agreement between the Parties will be terminated by mutual agreement of the Parties, except as otherwise provided in this Contract.
- B. Contract Term.** The term of this Contract is for three (3) years and nine (9) months (the "Base Contract Term"), beginning on the Commencement Date, with two (2) one (1) year options (together the "Contract Term"). The Contract Term will begin on the Commencement Date.
- C. Options.**
 - 1. **Exercise.** At least three hundred fifty (350) calendar days prior to the end of the last year of the Base Contract Term, the MCTD shall notify GGBHTD in writing as to whether it intends to exercise the option(s). This notification shall specify whether one or more than one option is being exercised. If only the first option is exercised at that time, the MCTD shall provide notice in writing at least one

hundred eighty (180) calendar days prior to the end of that option term whether the MCTD intends to exercise the remaining option.

2. **Nature of Option and Calculation of Option Prices.** The option(s) provided under this Contract are the unilateral right of the MCTD to obtain fixed route services from GGBHTD for the option year at the Revenue Hour Rate for that option year set forth for that year in Section 401. GGBHTD acknowledges and agrees that it is contractually obligated, upon exercise of the option by the MCTD, to provide the services described hereunder at the fees and rates established for the applicable option year.

- D. **Contract Extensions.** In addition, the Parties may by mutual agreement extend the Base Contract Term, or an option term, on a month-to-month basis, for a period not-to-exceed one hundred twenty (120) calendar days at a rate that is 3.0% above the most recently applicable Revenue Hour Rate.

SEC. 105 REQUIRED PLANS AND PROGRAMS

GGBHTD shall submit the following plans and programs to the MCTD, for its review and approval, within thirty (30) Days after the Effective Date of this Contract:

- A. **Staffing and Personnel Plan.** This Plan shall include the following: (1) an organizational chart identifying the Project Manager, the management staff with responsibility for vehicle, Equipment, and Facility maintenance, and the management staff with responsibility for fixed route operations; (2) the percentage of the total GGBHTD Bus Division workforce (by each category of employee, i.e., operators, maintenance personnel, dispatchers, road supervisors, and other classes or crafts), who will provide the services under this Contract; (3) the GGBHTD Personnel Policies and employment performance standards; and (4) GGBHTD hiring policies, including standards and qualifications for each of the above employee positions. The Staffing and Personnel Plan will be Attachment B.
- B. **Training Program.** This Program shall include the following: (1) the GGBHTD Drug and Alcohol Training Program in accordance with 49 CFR Part 655; (2) the specific training provided for operators (which shall include safety and defensive driving and retraining as needed), maintenance personnel (which shall include diagnosis and preventive maintenance training, and fueling and cleaning procedures), dispatchers, and road supervisors; (3) training for INIT and other communications Equipment; and (4) safety, security, and emergency preparedness training. The Training Program will be Attachment C.
- C. **Maintenance Program.** This Program shall include the following: (1) specifics of the overall vehicle maintenance program; (2) vehicle and Equipment repair standards; (3) the GGBHTD Preventive Maintenance Program, including preventive maintenance inspection schedules; (4) vehicle appearance and cleanliness standards; (5) standards and policies for major engine and transmission overhauls; (6) pre-trip and post-trip inspections; (7) maintenance of fareboxes, INIT, and other Equipment; (8) facility and bus stop maintenance as applicable to services under this contract; (9) maintenance record keeping; and (10) warranty administration and enforcement. The Maintenance Program will be Attachment D.

D. Safety and Security Program. This Program shall include the following: (1) a description of the GGBHTD procedures, training actions, and policies in place to carry out GGBHTD's responsibility to assure a safe and secure environment for its passengers and to provide a safe workplace for its employees; (2) an identification of the personnel dedicated to safety and security; (3) an Emergencies Operations Plan addressing preparation for and responses to emergencies and a Continuity of Operations Plan; and (4) the safety and security reporting system. The Safety and Security Program will be Attachment E.

ARTICLE 2—PERSONNEL REQUIREMENTS

SEC. 201 GENERAL REQUIREMENTS FOR GGBHTD PERSONNEL

A. In General. GGBHTD shall be responsible for providing qualified personnel capable of performing all of GGBHTD's responsibilities and obligations under this Contract. The total number and qualifications of personnel necessary for operations, maintenance, and other service requirements shall be in accordance with this Contract and with GGBHTD's Staffing and Personnel Plan, set forth in Attachment B.

B. Project Manager.

1. **Requirement.** In order to manage and perform the service required by this Contract, GGBHTD will provide and maintain throughout the Contract Term, a Project Manager. All communications and requests will be initiated through this position.
2. **Duties.** The Project Manager will provide direct staff supervision and management of the project's accounts and operating records and will coordinate and be responsible for the following:

- Training and scheduling of all regularly assigned project personnel.
- Arranging the assignment of back-up personnel whenever necessary.
- Distribution and collection of operating reports.
- Monitoring of ridership and the collection of all fares.
- Ensure the provision of quality service that meets or exceeds the requirements of this RFP and the proposal.
- Maintenance of accounting records for MCTD services.
- Preparation of a monthly invoice in accordance with Section 404.
- Maintenance of all vehicles used in services under this Contract, including all ancillary equipment, e.g., wheelchair lifts, air conditioning, fareboxes, AVL equipment, destination signs.
- Addressing any operational problems and/or passenger complaints and accurately reporting these problems to MCTD in a timely manner.

3. **Changes and Vacancies.** GGBHTD shall provide the MCTD at least thirty (30) Days' advance-notice prior to any contemplated change to Project Manager, and the MCTD must provide written approval of such change prior to the action being taken. GGBHTD shall designate a new Project Manager, within sixty (60) calendar days of the date of the vacancy, with an individual whose qualifications and experience meet the requirements of the position. Subject to the MCTD's approval, a vacancy may be temporarily filled by a qualified individual on an interim basis while a more extensive search for a replacement is conducted.
4. **MCTD Right to Request a Change.** The MCTD reserves the right to request a change to the Project Manager during the term of this Contract if the MCTD determines that such removal is in the best interest of MCTD to assure the provision of services that meet the requirements of this Contract.

SEC. 202 PERSONNEL PERFORMANCE STANDARDS AND REQUIREMENTS

- A. **Personnel Standards.** GGBHTD shall require that all personnel providing any services for the MCTD under this Contract maintain a professional, courteous attitude toward MCTD customers, including answering to the best of their abilities all passenger questions (including questions about schedules) and performing other tasks as directed. GGBHTD shall use appropriate employee screening and selection criteria (including the hiring standards set forth in this Section) to assure the employment of the best qualified applicants available, emphasizing competence, reliability, and good customer service skills. If MCTD considers any GGBHTD employee unsuitable for work under this Contract or MCTD objects to any act of discourtesy, rudeness, use of profanity by an employee, or any other act deemed unacceptable by the MCTD (including any act inconsistent with GGBHTD's Standards of Conduct), then MCTD may request that the GGBHTD initiate disciplinary procedures against that employee. GGBHTD shall acknowledge and respond to that request as soon as is practicable.
- B. **Personnel Policies.** Throughout the Contract Term, GGBHTD shall carry out all its personnel-related responsibilities under this Contract, including hiring, qualification, and assignment of employees, in accordance with the Staffing and Personnel Plan set forth in Attachment B. GGBHTD shall give written notice to the MCTD of any material changes in its Staffing and Personnel Plan.
- C. **Training.**
 1. Throughout the Contract Term, GGBHTD shall provide training to all employees assigned to services under this Contract with the training specified for their position in the GGBHTD Training Program, and shall require that all employees assigned to MCTD work complete the training required for their position. GGBHTD shall give written notice to the MCTD of any material changes in its Training Program.
 2. GGBHTD acknowledges and agrees that all costs of training required for this Contract are included in its Revenue Hour Rate, including the cost of training associated with any new Revenue Vehicles.

3. GGBHTD shall follow its Training Procedures, including any retraining or post-training procedures resulting from any counseling or disciplinary proceedings pertaining to any specific employee.

D. Uniforms.

1. **General Requirement.** GGBHTD will continue its current practice concerning its employees' dress code(s).
2. **Cost of Uniform Changes.** Any cost associated with a change in uniforms proposed by GGBHTD shall be borne by GGBHTD.
3. **Insignia.** MCTD may provide a pin or similar accessory to be worn by GGBHTD personnel when driving Revenue Vehicles.

E. Passenger Comments. GGBHTD shall assure that all project personnel report all passenger comments and any operational problems to GGBHTD. The logging of comments shall include a written description of each comment. GGBHTD shall respond to passenger comments in accordance with the MCTD Customer Comment Process set forth in Section 502A of this Contract. GGBHTD shall provide information requested by the MCTD and otherwise cooperate with the MCTD in the resolution of any comments appealed to the MCTD pursuant to the MCTD Customer Comment Process.

F. Collective Bargaining Agreements and other Labor Obligations.

1. GGBHTD shall provide the MCTD with copies of its current collective bargaining agreements covering represented employees involved in the provision of Contract services. GGBHTD shall provide MCTD with any collective bargaining agreements entered into during the course of the Contract within thirty (30) Days of execution of those collective bargaining agreements.
2. GGBHTD shall be solely liable and responsible for any accrued vacation, sick time, other paid time off, or pension or retirement obligations to its employees. The responsibility for any such obligations and liabilities shall survive the termination of this Contract. Notwithstanding the above, neither Party is assuming the other's 13(c) liabilities (codified at 49 U.S.C. §5333(b)).

SEC. 203 VEHICLE OPERATORS

A. General Requirement. GGBHTD shall employ and maintain, throughout the Contract Term, a number of vehicle operators sufficient to meet the daily operator shift requirement needed to provide services under this Contract, as well as sufficient extra-board and stand-by operators to allow for the expected call-outs, vacations, no-shows, etc. All operators shall be trained and qualified to operate the vehicles for the services provided under this Contract. MCTD recognizes that no vehicle operator is assigned per se to MCTD service. Rather, the services provided under this contract are part of an integrated whole and no GGBHTD employees are dedicated to the matters in this Contract.

B. Requirements for Operators. GGBHTD shall have rules and requirements in place, and shall provide such rules and requirements to each vehicle operator, to ensure that

each operator employed by GGBHTD and providing services under this Contract satisfies the following minimum requirements:

1. Each vehicle operator shall have the appropriate and valid California Commercial Driver's License, Class B or above with air brake and passenger endorsement, as well as any other licenses required by applicable local, State, and Federal laws and regulations.
2. Each vehicle operator shall be subject to periodic as well as random testing related to drug and alcohol use conducted by GGBHTD in accordance with applicable Federal laws and regulations. A summary report of drug testing results (exclusive of individual test results) will be provided to the MCTD upon request. Any vehicle operator who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use shall not be permitted to operate any Revenue Vehicle.
3. Each vehicle operator shall be courteous to all passengers.
4. Each vehicle operator shall be neat and clean in appearance, and shall carry an identification badge at all times while in Revenue Service, in accordance with current practice.
5. Vehicle operators shall have completed GGBHTD's Training Program and shall be fully trained in defensive driving and vehicle handling in accordance with an approved defensive driving program, prior to operating any vehicle in Revenue Service. GGBHTD shall also maintain ongoing training for vehicle operators.
6. Adequate numbers of fully-qualified vehicle operators shall be available as back-up operators during all operating hours to ensure consistent and reliable service.
7. Vehicle operators shall be trained in, and be cognizant of, all operational procedures relating to the MCTD's Services, including a thorough knowledge of the routes and schedules.
8. Vehicle operators shall be trained in, and be cognizant of, the technology (including on-board technology) of the vehicles they operate.
9. Vehicle operators shall honor special passes, collect coupons and cash, and collect other fare media authorized by the MCTD.
10. Vehicle operators shall have available at all times during operation of any Revenue Vehicles in connection with these services a functioning radio or farebox or other timepiece having an accuracy of +/- one (1) minute per month.
11. Vehicle operators must timely report to GGBHTD any traffic accidents, passenger accidents, or other non-routine event.
12. Vehicle operators are not permitted to use personal cell phones or other electronic devices (including entertainment games but excluding global positioning systems), or to use MCTD-provided or GGBHTD-provided cell

phones or electronic devices for personal purposes while operating in Revenue Service.

13. Tobacco products may not be used inside any MCTD vehicle, in proximity to any MCTD vehicle, and their use is prohibited at or near fuel tanks or pumps, and in any restricted areas.
14. Vehicle operators must have in their possession at all times while on duty, a valid California CDL, U.S. Department of Transportation Medical Cards, and VTT certification as required by law. They also shall carry identification badges at all times while on duty, in accordance with current practice. All such licenses, cards and badges shall be subject to inspection by the MCTD at any time.
15. Vehicle operators, prior to beginning service, shall inspect their assigned vehicles daily in a timely manner before pulling out of the yard in accordance with Federal, State, and MCTD requirements and GGBHTD procedures. If there are any defects, the vehicle operator must enter the defect on a GGBHTD-provided pre-trip/post-trip inspection form and immediately report the defect to a designated GGBHTD operations staff member for determination of usability of the vehicle. All reported defects shall also be validated by GGBHTD maintenance staff. The vehicle operator must sign and date the pre-trip/post-trip inspection form prior to leaving the bus yard. The pre-trip/post-trip inspection form shall remain with the vehicle during that day and shall be replaced on a daily basis.
16. Vehicle operators shall immediately report mechanical breakdowns and/or in-service failures of Revenue Vehicles to Dispatch. Upon receipt of such report, GGBHTD shall immediately document the service interruption log and notify vehicle maintenance staff of the occurrence.
17. All vehicle operators shall demonstrate a proficiency in English sufficient to allow them to meet their job requirements.

C. Training Requirements. GGBHTD shall conduct training for vehicle operators in accordance with its approved Training Program, which must include both classroom and behind-the-wheel training for newly-hired employees and experienced drivers.

SEC. 204 DISPATCHERS

- A. General Requirement.** GGBHTD shall employ and maintain, throughout the Contract Term, properly trained dispatch personnel in sufficient numbers and with an adequate mix of skills, to assign vehicles and operators, facilitate the daily planned deployment of service, assist road supervisors and vehicle operators with in-service problem resolution, and to operate the INIT system, in order to meet the service requirements under this Contract. MCTD recognizes that no dispatcher is assigned per se to MCTD service. Rather, the services provided under this contract are part of an integrated whole and no GGBHTD employees are dedicated to the matters in this Contract.
- B. Requirements.** All dispatch personnel shall have a proficiency in English sufficient to allow them to meet their job requirements.

- C. **Dispatcher Training.** All dispatch personnel are required to complete GGBHTD's Training Program. GGBHTD shall also maintain ongoing training requirements for dispatchers.
- D. **Drug and Alcohol Testing.** All dispatchers shall be subject to drug and alcohol testing in accordance with applicable Federal laws and regulations.

SEC. 205 ROAD SUPERVISORS

- A. **General Requirement.** At a minimum, GGBHTD shall have sufficient road supervisors necessary to properly manage operations and Revenue Vehicles in service under this Contract, and to respond to incidents within thirty (30) minutes when a supervisor is on-duty and operating conditions allow. Road supervisors shall be deployed in a manner consistent with GGBHTD's road supervision staffing plan, as approved by the MCTD, and shall be equipped with the appropriate communication and safety equipment, and assigned to a designated GGBHTD-provided road supervision vehicle suitable for response to emergencies, in-service problems, and other events. MCTD recognizes that no road supervisor is assigned per se to MCTD service. Rather, the services provided under this contract are part of an integrated whole and no GGBHTD employees are dedicated to the matters in this Contract.
- B. **Responsibilities and Requirements.** Road supervisors shall be responsible for coordinating runs, ensuring adherence to run schedules, assisting passengers, accident investigation, communicating with the dispatch personnel and vehicle operators, assisting in the implementation of GGBHTD's Operations Management Plan, and carrying out such other responsibilities as GGBHTD may establish. GGBHTD shall assure that all road supervisory personnel are fully trained in all aspects of the MCTD's Services, including rules and regulations, routes, mapping and schedules, emergency procedures, safety, ADA requirements, reporting protocols, and other requirements. GGBHTD shall assure that sufficient supervisors are present during peak hour pull-out periods to coordinate the timely and orderly assignment and departure of vehicles.
- C. **Training Requirements.** All supervisors employed by GGBHTD shall fully meet all training requirements for both vehicle operators and dispatchers, as required by the terms of this Contract and the approved Training Program, prior to being placed into service as a supervisor.
- D. **Drug and Alcohol Testing.** All supervisors shall be subject to drug and alcohol testing in accordance with applicable Federal laws and regulations.

SEC. 206 MAINTENANCE PERSONNEL

- A. **General Requirement.** GGBHTD shall employ and maintain, throughout the Contract Term, maintenance personnel in sufficient numbers, and with the appropriate mix of skills, to maintain and service the assigned mix of Revenue Vehicles. The maintenance workforce must include a complement of mechanics collectively capable of repairing and maintaining all systems of the Revenue Vehicles, including air conditioners, heating units, engines and transmissions, differentials, suspension systems, brakes, electrical systems, wheelchair lifts and ramps and other passenger assist mechanisms, and all other related systems consistent with light and medium duty transit fleet maintenance functions. MCTD recognizes that no maintenance personnel specifically are assigned

per se to MCTD service. Rather, the services provided under this contract are part of an integrated whole and no GGBHTD employees are dedicated to the matters in this Contract.

B. GGBHTD shall ensure that the complement of mechanics assigned to this Contract collectively have, at a minimum, knowledge of and the ability to:

1. Complete reliable and safe preventive maintenance inspections;
2. Independently diagnose and repair defects on systems as necessary;
3. Use test equipment and specialized tools effectively;
4. Obtain precision measurements as required;
5. Diagnose and perform repairs;
6. Diagnose, repair, and maintain vehicle drivetrains, including engines, transmissions, driveshaft, differentials and exhaust systems, including after treatment;
7. Diagnose, repair, and maintain vehicle brake systems, suspension/steering, electrical/electronic systems, and related sub components;
8. Diagnose, repair, and maintain air conditioning, heating and ventilation systems;
9. Adjust, repair, or replace damaged body parts, window glass and perform structural repairs;
10. Diagnose, repair, and maintain wheelchair lifts and ramps;
11. Read and understand parts and repair manuals, and electrical/vacuum schematics;
12. Effectively utilize fuel management systems;
13. Properly use applicable software or systems to document repairs and work orders, logging in and out of systems, checking warranty work performed on vehicles, etc.; and,
14. Properly understanding and utilizing a Materials Safety Data Sheet (MSDS) book.

C. Specific Maintenance Requirements.

1. GGBHTD shall ensure that all maintenance activities are carried out at times that do not interfere with scheduling of Revenue Vehicles to meet peak period service demands.
2. GGBHTD shall ensure that a sufficient number of vehicle mechanics are available during all hours of service to respond to any in-service failures or

Revenue Vehicle or equipment problems that arise in the yard during the pre-trip and post-trip vehicle inspections.

3. Training for all maintenance personnel shall be in accordance with the GGBHTD's Training Program. GGBHTD will cooperate with the MCTD to schedule all vehicle mechanics for new vehicle service training, as-needed with the receipt of either expansion or replacement vehicles. The MCTD, GGBHTD, and the supplier of the new vehicles will work together to develop an appropriate vehicle maintenance training plan.
4. GGBHTD shall have on duty a sufficient number of maintenance personnel to fuel and clean the required number of Revenue Vehicles for daily pull-outs.
5. GGBHTD shall ensure that all maintenance personnel have knowledge of vehicle fueling procedures and vehicle cleaning/detailing programs as required by the Contract.

D. License Requirements. GGBHTD shall require all vehicle mechanics to maintain a valid California CDL.

E. Skill Level. GGBHTD shall maintain sufficient staffing levels, by skill level category and number, as identified in GGBHTD's Staffing and Personnel Plan.

F. Drug and Alcohol Testing. All maintenance personnel shall be subject to drug and alcohol testing in accordance with applicable Federal laws and regulations.

SEC. 207 PUBLIC CONTACT PERSONNEL

A. General Requirement. GGBHTD shall employ personnel in sufficient numbers and with an adequate mix of skills to answer passenger inquiries route and schedule information and taking and resolving customer complaints and questions. GGBHTD shall provide a complement of trained public contact personnel during GGBHTD's Customer Service department working hours with the collective ability to communicate effectively in English and Spanish. Customer Service currently is available 7:00 am through 6:00 pm, weekdays.

B. Training. All personnel under this classification are required to complete GGBHTD's Training Program and shall also maintain ongoing training requirements for public contact personnel.

ARTICLE 3 –OPERATING AND MAINTENANCE STANDARDS AND REQUIREMENTS

SEC. 301 VEHICLES

A. Provision of Vehicles. GGBHTD will accept Revenue Vehicles from MCTD that MCTD determines to be appropriate in size and capacity to meet the service needs of this Contract. Subject to the vehicle inspection provision of Section 306F of this Contract, GGBHTD will return, and MCTD will accept, MCTD-owned Revenue Vehicles that no longer are suitable for GGBHTD to operate in Contract services.

- B. Use of Vehicles.** The Revenue Vehicles provided by the MCTD under this Contract shall be used by GGBHTD only for the Services covered by this Contract, except as otherwise authorized or directed by the MCTD in writing. No vehicles owned by GGBHTD will be used to provide the Revenue Services absent separate written agreement of the Parties.
- C. Inspection of New Vehicles.** Upon taking possession of any new Revenue Vehicles furnished by the MCTD during the Contract Term, GGBHTD shall inspect such Revenue Vehicles and notify the MCTD in writing within seventy-two (72) hours if any such Revenue Vehicles have defects, unless more than three (3) vehicles are under inspection at one time, in which event the notice period shall be within five (5) Days after taking possession. If GGBHTD subsequently discovers latent defects, including excessive wear to tires, in any new MCTD-provided Revenue Vehicles which could not have been discovered by a reasonable inspection at the time of receipt, GGBHTD shall notify the MCTD in writing within seventy-two (72) hours after it determines that such latent defects exist.
- D. Other GGBHTD Responsibilities.**
- 1. Support Vehicles.** GGBHTD shall be responsible for providing sufficient Support Vehicles to support the Services provided under this Contract. Such Support Vehicles shall include vehicles for road supervision, inspection, and maintenance functions, including tow trucks, forklifts, and maintenance service vehicles. The number of Support Vehicles provided shall be at the discretion of GGBHTD, based on its determination of what is required to meet the requirements of this Contract.
 - 2. Spare Parts and Tires.** GGBHTD shall also be responsible for providing and maintaining (a) an adequate inventory of spare parts to assure proper maintenance and operation of Revenue Vehicles, taking into account the lead time required for shipping and other transportation and delivery requirements; and (b) tires in sufficient quantity for the Revenue Vehicles to assure the provision of services in compliance with all requirements of this Contract.
- E. Vehicle Acquisition Plan.** GGBHTD shall operate and maintain all of the various types of Revenue Vehicles that are provided by the MCTD at the start of services under this Contract, or that are purchased by the MCTD during the Contract Term, in compliance with the intervals, specifications, and procedures in manufacturer's operations and maintenance manuals. The full cost of such operations and maintenance, including new vehicles acquired by the MCTD, is fully compensated by the Revenue Hour Rate, except as otherwise provided in Section 306B.
- F. MCTD Responsibility.**
- 1. New Replacement Vehicles.** Whenever MCTD purchases replacement vehicles for Revenue Service during the term of the Contract, electronic and ancillary equipment including, but not limited to, the following will be transferred from the vehicle being replaced to the new vehicle: Clipper Equipment (including Driver Console and PID), GFI Farebox, Radios, Automatic Vehicle Location equipment, Passenger Counters, Wi-Fi and Digital Surveillance System.

MCTD will be responsible for assuring that the vehicle manufacturer specifications include the configuration to accommodate this equipment transfer to the new vehicle, and that the accommodation is compatible with the GGBHTD equipment currently in use on the vehicle to be replaced.

If onboard equipment is no longer usable:

- a. MCTD will be responsible (at MCTD expense) for replacement of Clipper or other fare collection equipment and MCTD AVL equipment. MCTD will further be responsible for including bike racks; and a spare parts inventory based on the manufacturer's recommended spare parts list.
 - b. GGBHTD will be responsible (at GGBHTD expense) for replacement of Wi-Fi equipment, INIT or other radio equipment and Digital Surveillance Systems.
 - c. If GGBHTD incurs Labor costs in such transfer that are in excess of the labor costs assumed in the revenue hour rate, the Parties will agree on reasonable additional compensation to cover those costs.
2. **New Expansion Vehicles.** In the event that MCTD purchases expansion vehicles exclusively for Revenue Service during the term of the Contract, these expansion vehicles will be fully equipped with all electronic and ancillary equipment when delivered to GGBHTD. MCTD will also provide spare parts for vehicles it proposes to add to Revenue Service. It is the intention of both Parties that the bus purchase include spare parts.

SEC. 302 OPERATING PERFORMANCE STANDARDS

- A. Operation of Vehicles.** GGBHTD shall operate all MCTD-provided and GGBHTD-provided vehicles in accordance with all applicable local, State, and Federal laws and regulations with regard to safety, comfort, and convenience of passengers and the general public, emphasizing accident prevention strategies and techniques.
- B. Service Characteristics.** GGBHTD shall provide all Revenue Service as scheduled or according to any adjusted schedule established by MCTD, including route modifications required as a result of a declared emergency. Operational difficulties that result in missed trips or vehicles not operating as required must be reported immediately to MCTD.
- C. On-Time Performance.**

The On-Time Performance standards include the following performance standards:

1. No trip shall leave schedule time points more than 60 seconds early;
2. Fixed route service shall be provided so that Revenue Vehicles will depart from published time point stops and transfer hubs (as identified in the Transit Guide or its successor) no more than five (5) minutes after the schedule time at least ninety percent (90%) of the time; and

3. No trips shall be missed.

D. Exceptions. GGBHTD will strive to maintain the required on-time performance standards in subsection C; however, the GGBHTD will not be held responsible for failure to provide on-time service if such failure is due to circumstances described in Section 405A and/ or 412D hereof. GGBHTD is responsible for reporting ongoing traffic or other operational issues that effect on-time performance and working with MCTD staff to modify schedules to correct any issues.

SEC. 303 SCHEDULES

A. General Obligation. GGBHTD shall operate the MCTD's services under this Contract in accordance with the budgeted and approved Revenue Hours established by the MCTD.

B. Ongoing Review. The MCTD and GGBHTD shall jointly discuss route design prior to implementation to minimize layover and deadhead times. With regard to new services or significant service changes, prior to the service change being implemented, the Parties will meet and come to agreement on the number of Revenue Hours for billing purposes associated with the new schedule or changes, in accordance with the process in Section 305B.

C. Holiday Schedules and Other Closures. MCTD will adopt GGBHTD's holiday and other special schedules, but may request that GGBHTD operate modified schedules on holidays as the MCTD deems appropriate. The Parties will meet and confer on such requests. MCTD should make such requests for modified and other special schedules in writing prior to November 1 for the following year.

SEC. 304 ALLOWED ANNUAL REVENUE HOURS

MCTD and GGBHTD have agreed upon the following ranges of Allowed Annual Revenue Hours for each year covered by this Contract:

1. Contract Year One (October 1, 2022-June 30, 2023) 18,750-56,250
2. Contract Year Two (FY 2023-2024) 25,000-75,000
3. Contract Year Three (FY 2024-2025) 25,000-75,000
4. Contract Year Four (FY 2025-2026) 25,000- 75,000
5. Option Year One (FY 2026-2027) 25,000- 75,000
6. Option Year Two (FY 2027-2028) 25,000- 75,000

If MCTD requests levels of service that cause the number of Annual Revenue Hours to exceed the top end of the range in any particular year, MCTD will compensate GGBHTD for the excess hours at the prevailing Revenue Hour Rate and compensation schedule for that year.

SEC. 305 ALLOWABLE SERVICE CHANGES

A. Description of Services Changes.

1. **Local Routes.** During the term of this Contract, MCTD and GGBHTD acknowledge that changes to local routes may be approved by MCTD. Although changes to local routes will not require an amendment to this Contract, MCTD and GGBHTD staff will maintain an updated and current listing of routes. Prior to implementing any changes in service, MCTD and GGBHTD staff will meet to ensure that the change can be operationally implemented, and to confirm any changes in the number of annual Revenue Hours and non-revenue hours that will result from the proposed change. Changes will be made at the next practical scheduled time, to coincide with applicable driver sign-up dates. There are currently at least four service change implementation dates per year. GGBHTD will provide MCTD with an annual timeline of the service change process, including reasonable deadline dates for MCTD service change proposals that affect vehicle blocking or crew schedules.
2. **Regional Routes.** During the term of this Contract, MCTD and GGBHTD acknowledge that changes to regional routes may be approved by GGBHTD, and that these changes may have impacts on local riders in Marin County. GGBHTD staff will meet with MCTD staff prior to recommending any permanent service change on the regional system to discuss potential impacts on local riders. In that event, MCTD staff will be notified at least forty-five (45) Days prior to any change being implemented on the regional system.
3. **Authority of MCTD.** The MCTD may modify or adjust the services provided under this Contract at any time in accordance with the procedures in this Section. Service changes shall be set forth in a written notice from the MCTD, following any public hearing required and any necessary MCTD approval. The MCTD anticipates conducting service changes no less than annually throughout the term of the Contract to make routing and scheduling modifications to existing Services or to add new services. Based upon the review process described in Section 303B, the MCTD may implement additional service changes. GGBHTD is not required to implement any such modifications or adjustment until the next regular service change date, based on the service change process deadline dates.
4. **Types of Service Changes Allowed.** Allowable modifications and adjustments may include: extending, deleting from, or adding to the service area and a corresponding revision of services; modifying or temporarily increasing routes when the MCTD deems it necessary; reallocating, decreasing, or increasing Revenue Hours or the frequency of service; or modifying requirements or scope relating to the maintenance of vehicles or Facilities (hereafter collectively referred to as "Service Changes"). Changes in Revenue Vehicle fleet mix do not constitute a Service Change for purposes of this Section.

B. Process for Service Changes.

1. **Minor Service Adjustments.** Minor Service Adjustments are adjustments that can be made while retaining existing vehicle block structure and have small to no impact on crew schedules. Such changes may be implemented at any time with at most 30 Days' notice. If it is deemed necessary, GGBHTD and MCTD will attempt to implement minor service changes in less than 30 Days. GGBHTD will

provide MCTD with updated Block information and any impact on the billing calculation provided in Section 401.

2. **Other Service Changes.** For service changes beyond those described in the previous paragraph, MCTD staff shall present to GGBHTD staff preliminary information well before the established service change deadlines to allow refinement of service design and schedules. This shall also permit recalculation of Billing Hours per Section 401.
- C. Temporary Modifications.** Notwithstanding the preceding provisions of this Section, the MCTD may direct GGBHTD to make temporary modifications in the services provided or the schedules in order to address short-term operating problems or issues.
- D. Special Services.** If the MCTD determines that Special Services are needed to meet a particular transit need within the scope of this Contract, the MCTD shall provide notice to GGBHTD of the Special Services to be provided and the date on which the provision of such services shall commence. Given the very nature of Special Services, the MCTD may itself be provided limited advanced information and notice of requests. However, the MCTD will endeavor to provide GGBHTD with as much advance notice as feasible. GGBHTD shall be compensated for Special Services on the basis of the then applicable Revenue Hour Rate and compensation schedule. GGBHTD shall implement Special Services in accordance with the schedule established by the MCTD.

SEC. 306 VEHICLE MAINTENANCE

- A. Vehicle Maintenance and Safety.** GGBHTD shall maintain and repair all Revenue Vehicles and Support Vehicles in accordance with the manufacturers' specifications and standards and all local, State, and Federal requirements for safety and in accordance with the GGBHTD Maintenance Program in Attachment D. MCTD reserves the right, in its sole discretion, at any time, and either directly or through a third party to review GGBHTD's maintenance records and inspect and reject temporarily or permanently, by notice to GGBHTD, any vehicle GGBHTD proposes to use or subsequently utilizes which the MCTD deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns. If MCTD buses are in operation beyond their useful life (as defined by the FTA), the Parties will meet and confer to agree upon how to fund the additional cost of increased maintenance activities.
- B. Major Engine and Transmission Replacements on MCTD Vehicles.** GGBHTD shall be responsible for performing major engine and transmission replacements, and hybrid battery and system replacements, required for a Revenue Vehicle until the Vehicle has reached its useful life under FTA's requirements. This work shall be accomplished by one of the following three alternatives: (1) MCTD will directly reimburse GGBHTD for the cost of the following new or rebuilt major components: engine, transmission and hybrid drive system (which is comprised of the drive unit, inverter module and battery pack); (2) In the event MCTD elects to have GGBHTD overhaul MCTD-owned equipment rather than replace the equipment, GGBHTD will prepare a quote for parts and labor for an in-house overhaul and MCTD can agree to have GGBHTD perform the services at that quoted price; or, (3) MCTD reserves the right to direct that such Vehicle be retired or to have such overhaul work performed by a third party.

C. Preventive Maintenance. GGBHTD shall follow the approved Preventive Maintenance Program included in its Maintenance Program in Attachment D in performing all maintenance activities under this Contract.

D. Warranties. GGBHTD shall be responsible for warranty administration and for managing all Revenue Vehicle and Equipment warranty repairs.

E. Inventory. GGBHTD shall maintain an adequate inventory of spare parts, supplies, tools, and other equipment to conduct maintenance and repairs on vehicles and other equipment in a timely manner in order to assure the capability of providing full Revenue Service at all times as required by this Contract.

F. Turnover Inspection and Audit Process.

1. **General Requirements.** GGBHTD shall be responsible for return of all MCTD-provided Revenue Vehicles to the MCTD in the condition in which GGBHTD received those Revenue Vehicles (with the exception of Normal Wear and Tear) including body condition, system condition and function, all ancillary equipment (intact and functional), and overall vehicle operation and performance. This requirement extends to fareboxes and any other MCTD-provided equipment. No later than ninety (90) calendar days prior to the termination of this Contract or to the return or reassignment of Revenue Vehicles to the MCTD, the MCTD, GGBHTD, and (if applicable) the incoming contractor taking over operations and maintenance responsibility for the MCTD, shall participate in the Revenue Vehicle and Equipment turnover inspection and audit process set forth in this subsection.
2. **Third-Party Inspections.** The detailed turnover inspection and audit will be performed by an independent third party, selected by the MCTD that is experienced in transit operations and maintenance and vehicle and equipment inspections. The third-party inspection shall be consistent with the standards set forth in the GGBHTD Maintenance Program and the maintenance requirements of this Contract. The MCTD shall be responsible for the expenses of the audit. The third-party inspector will conduct individual inspections on each Revenue Vehicle prior to the return of each Revenue Vehicle to the MCTD. Such inspections will be timed to ensure that any necessary repairs are completed and will require that GGBHTD conduct any needed repairs.
3. **Purpose.** The purpose of the inspection and audit will be to establish the condition of the MCTD Revenue Vehicles and MCTD-provided Equipment, as of the audit date, to determine if the Revenue Vehicles and Equipment have been maintained in accordance with the standards required under this Contract, and to determine the specific repairs and maintenance that needs to be performed in order to assure that all Revenue Vehicles and Equipment will meet the requirements set forth in the GGBHTD Maintenance Plan and this Contract.
4. **Process.**
 - a. Once the independent third-party inspector has completed its inspection, MCTD will release the results of the inspection report to a Vehicle Inspection Verification Team that includes representatives of the MCTD, GGBHTD, the

incoming services contractor (if applicable), and the independent third-party inspector. GGBHTD shall be responsible for promptly completing all repairs and/or maintenance identified during the inspection and audit as necessary to meet such condition requirements by the Contract termination date, and shall also be responsible for the cost of all such repairs and maintenance.

- b. Following the completion of repairs indicated on the initial inspection report, MCTD may require the independent third-party inspector to conduct an item-by-item re-inspection of the Revenue Vehicles to verify whether satisfactory repair of the MCTD assets has been completed. Any reinspection report shall include the third-party inspector's cost estimate for outstanding repairs, parts, materials and labor (at fair market rates) for work not completed. Following receipt of the reinspection report, MCTD will release that report to the Vehicle Inspection Verification Team.
- c. Any repair identified on a reinspection report shall be addressed at GGBHTD's cost, subject to verification and sign off by MCTD, on an item-by-item basis and, at the MCTD's sole discretion, may be performed by GGBHTD or another entity subject to the MCTD's approval. The cost of any repairs identified on a reinspection report that are not completed by the initiation of services under a contract immediately subsequent to this Contract shall be withheld by the MCTD from GGBHTD's final invoice under this Contract. The amount of the funds withheld will be sufficient to effectuate the identified repairs that have not been completed by GGBHTD to the MCTD's satisfaction.
- d. Any disputes under this Section will be addressed through the sixty (60) calendar day informal dispute resolution process under Section 508. If the dispute is not resolved through that process, the Parties agree to submit the dispute to binding arbitration.

SEC. 307 VEHICLES – CLEANING AND APPEARANCE

GGBHTD shall be responsible for the satisfactory appearance and cleanliness of all Revenue Vehicles and Support Vehicles used in services under this Contract and shall maintain the cleanliness of vehicles in accordance with the performance standards set forth in GGBHTD's Maintenance Program.

SEC. 308 FACILITY USE AND OPERATIONS

GGBHTD shall provide Facilities adequate for the provision of all services provided under this Contract. GGBHTD shall be responsible for all permitting and environmental compliance requirements relating to the operation of those Facilities, including the handling and disposal of Hazardous Materials in accordance with applicable law and regulations, and for the safe operation and maintenance of such Facilities in accordance with its Maintenance Program.

SEC. 309 EQUIPMENT

GGBHTD shall provide all Equipment necessary to support the operation and maintenance of Contract services, with the exception of the equipment and spare parts purchased with the

existing MCTD-provided Revenue Vehicles and with the exception of capital equipment and spare parts for any new MCTD-purchased vehicles.

SEC. 310 FAREBOXES AND FAREBOX MAINTENANCE

- A. MCTD Obligations.** The MCTD shall provide fareboxes to GGBHTD on all new vehicles. GGBHTD shall be responsible for farebox maintenance. Farebox maintenance shall include the initial setup and ongoing maintenance of the equipment. Such maintenance shall be performed in such a manner so as to cause minimal disruption in GGBHTD's operations. The MCTD shall also provide farebox keys to GGBHTD so it can perform on-road emergency services such as gaining access for clearing jammed fareboxes. MCTD will have its fareboxes keyed the same as GGBHTD.
- B. GGBHTD Obligations.** GGBHTD's vehicle operators shall record and maintain all data necessary for the satisfactory operation of the farebox.
- C. Farebox Key Controls.** The MCTD shall issue GGBHTD farebox keys to enable GGBHTD staff to access MCTD fareboxes. GGBHTD will maintain and service fareboxes, and provide for farebox key security, in accordance with its Maintenance Plan.

SEC. 311 FARE STRUCTURE

- A. MCTD and GGBHTD Responsibilities.** MCTD shall determine the fare rate and fare structure for services under this Contract. MCTD reserves the right, at its discretion, to implement any fare adjustments deemed appropriate, subject to any required public hearing process. GGBHTD shall be responsible for implementing and complying with MCTD's fare policy and structure. GGBHTD retains the right to set its fare policy for services it operates that are not subject to this Contract.
- B. Methods of Payment.** GGBHTD shall accept all means of payment approved from time to time by MCTD, including, but not limited to, cash, passes, tickets, and electronic transit fare media. All methods of payment by passengers shall be recorded by each vehicle operator. MCTD shall notify GGBHTD of all acceptable methods of payment. GGBHTD shall not accept methods of payment that have expired or are otherwise invalid, and shall compensate MCTD for an inappropriate method of payment accepted. GGBHTD shall insure that passengers are required to show proper identification. This provision is consistent with current practice.

SEC. 312 FARE COLLECTION

- A. GGBHTD Obligations.**
 - 1. GGBHTD must collect fares at levels set by MCTD and according to procedures approved by MCTD.
 - 2. GGBHTD will accept all fare media included in MCTD's fare program, including but not limited to local cash fares, passes, Clipper, stored-value tickets, regional cash fares and stored value tickets. GGBHTD also will issue any transfers provided for under MCTD's fare program.

3. GGBHTD will provide farebox data electronically to MCTD. Electronic access to Clipper data on services operated by GGBHTD will be provided to MCTD unless or until MCTD is able to access independently.
4. Actual fare revenue collections will be reported to MCTD for validation against GFI and Clipper data.
5. GGBHTD will work with the Metropolitan Transportation Commission (MTC) to support Clipper electronic fare collection on MCTD services operated by GGBHTD. This could include, but will not be limited to, assisting with the installation of the Clipper equipment, attending operator training, and becoming familiar with any changes to the current Clipper fare collection process.
6. Fare Retention and Documentation. GGBHTD will retain the cash fares as a credit on the monthly invoice.

B. Pass and Ticket Sales.

1. GGBHTD is responsible for selling all Marin Transit pass products as specified in #091028 Revenue Sharing Agreement.
2. GGBHTD is responsible for ordering, printing and distributing transfers and single-ride tickets at the prevailing fare.

C. Changes. The MCTD may make changes to its fare policy. GGBHTD shall cooperate in implementing any such changes and shall implement appropriate procedures consistent with all such changes.

D. Clipper 2.0. The Parties acknowledge that certain activities outlined in this Section 312 may not be needed once Clipper 2.0 is in use. In such case, the Parties agree to cooperate in determining and documenting which activities to modify or discontinue without requiring amendment of this Contract.

SEC. 313 COMMUNICATIONS SYSTEM

A. General Requirements. GGBHTD will provide access to the INIT system and for utilizing the INIT system and other necessary communications technology in the performance of services under this Contract, and for maintaining all such communications technology throughout the Contract Term.

B. Access to Data. GGBHTD is responsible for providing MCTD access to INIT data associated with MCTD service provided by GGBHTD.

C. Operations and Training. GGBHTD is responsible for assuring that all dispatchers and operators are fully trained on the use of INIT and other communications technology used GGBHTD for services under this Contract.

SEC. 314 FUEL MANAGEMENT AND MONITORING SYSTEM

- A. GGBHTD Obligation.** GGBHTD will be responsible for fuel management for fuel used in the operation of the Revenue Vehicles, including ordering and purchasing of fuel. GGBHTD shall fully utilize a fuel management system.
- B. Usage and Reporting.** GGBHTD shall be responsible for verifying fuel deliveries and usage using the fuel management systems available and for documenting the Fuel Cost.

SEC. 315 SAFETY, SECURITY, AND EMERGENCY MANAGEMENT

- A. GGBHTD Obligations.** GGBHTD shall be responsible for the safety and security of the passengers and the Equipment provided by the MCTD for GGBHTD's use, and for providing a safe workplace for its employees in the performance of vehicle and Equipment maintenance responsibilities. GGBHTD shall work cooperatively with MCTD staff, other Contractors, and local, State, and Federal representatives in developing and implementing safety and security procedures. GGBHTD shall carry out all safety and security activities and procedures in accordance with its Safety and Security Program set forth in Attachment E, and shall adhere to all local, State, and Federal requirements for transit system safety, security, and emergency preparedness. GGBHTD's Safety and Security Program will be complementary to any of MCTD's Emergency Response, Safety and Communications Plans. Adherence to all safety and security requirements is a matter of utmost importance to the MCTD.
- B. Audits.** GGBHTD shall participate in periodic MCTD audits and monitoring. These audits/monitoring will be based upon Federal, State, and local programs and guidelines, audit results, and MCTD-established policies and procedures. The MCTD may conduct site visits of the Facilities at any time during the Contract Term for purposes of audits and monitoring. GGBHTD shall make available any and all records, files, logs and associated documentation to the MCTD's designated representatives as requested. GGBHTD shall also assist the MCTD during any local, State, or Federal safety or security audits.
- C. Overcrowded Conditions.** MCTD and GGBHTD agree that providing a safe transit operation is the highest priority. To this end, GGBHTD will notify MCTD of any recurring overcrowded conditions on local bus routes. GGBHTD reserves the right to limit the number of passengers boarding any bus to conform to the manufacturer's recommended capacity limits. In the event of recurring overcrowding on any route, MCTD agrees to participate in informing customers should MCTD choose not to add service.

SEC. 316 ADVERTISING OF SERVICE; ADVERTISING ON VEHICLES

- A. MCTD Rights and Responsibilities.** The MCTD shall be responsible for marketing, public relations, and advertising of all MCTD services (including the Revenue Service).
- B. Continuation of Existing Advertising Program.** GGBHTD shall continue to coordinate and contract for rental and advertising on MCTD-owned buses used in Revenue Service. All (100%) of rental and advertising revenue generated from advertising on MCTD-owned buses shall be assigned to MCTD. This Contract is not intended to alter other arrangements between the Parties relative to their independent and/or joint advertising programs and advertising revenue sharing.

- C. Unused Advertising Space.** In the event that there is unsold interior or exterior advertising space on MCTD-owned Revenue Vehicles, MCTD will have the right to use this space to promote its programs and services, so long as the use is consistent with GGBHTD's current advertising policy, which is attached hereto as Attachment G. GGBHTD may request use of unused MCTD advertising space to advertise its regional programs. MCTD may request use of unused interior and exterior advertising space on GGBHTD buses for promotion of its local services, in a manner consistent with GGBHTD policy.
- D. GGBHTD Obligations.** GGBHTD shall cooperate with MCTD in the implementation of the MCTD's marketing and advertising activities, including (1) posting, or otherwise making available on-board, passenger information provided by the MCTD; (2) making Revenue Vehicles available for installation, repair, and maintenance of advertising materials within the normal maintenance scheduling process; and (3) cooperating with MCTD regarding the appropriate location of advertising on vehicles.

SEC. 317 CUSTOMER SERVICE

- A. General Requirement.** GGBHTD will receive calls from the general public regarding and provide information and answer questions on all MCTD services including those operated by other Contractors. Customer service staff will make contact with all customer complainants within two Days of receiving the complaint. With the approval of the GGBHTD Project Manager, Customer Service staff will be available to participate in training and customer outreach events associated with MCTD services.
- B. Customer Service Plan.**
 1. GGBHTD will solicit and consider input from MCTD on any changes to GGBHTD's customer service plan, including the working hours, positions and job descriptions of all personnel involved in Customer Service.
 2. During this process, MCTD and GGBHTD may identify opportunities for cost containment and reduction including the potential for alternative service providers, subject to and consistent with GGBHTD collective bargaining agreements.

SEC. 318 SAN RAFAEL TRANSIT CENTER

- A. MCTD Access.** MCTD's service not operated by GGBHTD (e.g., Stagecoach, Community Shuttles) has access to all platforms based on joint platform planning by both agencies and with approval by GGBHTD's project manager (which will not be unreasonably withheld), and subject to change pending impacts of a new or relocated San Rafael Transit Center.
- B. Signage.** MCTD and GGBHTD signage will comply with MTC's signage and way-finding project and standards. GGBHTD will install signage incorporating Marin Transit's name and logo to indicate that MCTD operates in the facility.

SEC. 319 PARATRANSIT SERVICES

- A. Responsibilities of the Parties.** The MCTD and GGBHTD each understand and accept their responsibilities under the Americans with Disabilities Act (ADA), and each is

dedicated to acting responsibly to deliver the level of service required by the ADA. MCTD and GGBHTD each recognize that their service footprints, both now and in the future, will result in some overlap in ADA responsibilities. Sharing of paratransit costs shall be in accordance with Section 403 hereof. Each Party bears the responsibility for its interpretation of its paratransit obligations under the applicable law.

- B. MCTD Obligations.** MCTD is responsible for administration of intra-county paratransit services, to be provided by a third-party paratransit provider under contract to the MCTD. In connection with those paratransit services, MCTD will submit invoices to GGBHTD for review and payment of GGBHTD's contribution. Insurance coverage for paratransit services will be the obligation of the MCTD and MCTD is responsible for the complaint process for paratransit services. In order to address those obligations and rights in more detail, the parties intend, within sixty (60) Days after the Effective Date, to enter into an updated paratransit services agreement.

SEC. 320 TECHNOLOGY/EQUIPMENT CHANGES

- A.** If either Party initiates a process to change its fareboxes or other similarly-substantial technology or equipment, the Parties will work together to ensure the change will not interfere with their respective responsibilities under this Contract or negotiate an amendment to this Contract.
- B.** If either Party changes a substantial technology system or type of equipment, and the change will alter how the other Party performs its responsibilities under this Contract, the Party initiating the change will provide and pay for any necessary training, spare parts, etc., to facilitate the change at no cost to the other Party.

ARTICLE 4—COMPENSATION AND COMMERCIAL TERMS

SEC. 401 COMPENSATION TO GGBHTD

- A. Revenue Hour Rate.** Compensation to GGBHTD for services under this Contract shall be in accordance with the following hourly rates by fiscal year: The maximum costs paid to GGBHTD for the Base Contract Term will not exceed \$44,937,375 excluding direct costs for Fuel Reimbursement, Capital Depreciation, and Major Vehicle Maintenance (306.b.)

Fiscal Year	Hourly Rate	Revenue Hours	Total Revenue to GGBHTD
FY 2022-23 (effective October 1, 2022 – June 30, 2023)	\$153.70	18,750-56,250	\$2,881,875 - \$8,645,625
FY 2023-24	\$158.17	25,000-75,000	\$3,954,250 - \$11,862,750
FY 2024-25	\$162.78	25,000-75,000	\$4,069,500 - \$12,208,500
FY 2025-26	\$162.94	25,000-75,000	\$4,073,500 - \$12,220,500
FY 2026-27 (Option Year)	\$167.82	25,000-75,000	\$4,195,500 - \$12,586,500
FY 2027-28 (Option Year)	\$172.86	25,000-75,000	\$4,321,500 - \$12,964,500

This rate structure covers the operating expenses for the San Rafael Transit Center, customer service support, light maintenance on MCTD bus stops, repair and

maintenance supplies and tires for MCTD buses, and general liability insurance. Fuel costs and certain capital costs will be invoiced separately.

B. Revenue Hours for Payment Purposes.

1. The NTD definition of "Revenue Service" and "Revenue Hours" will be used for purposes of calculating how much GGBHTD will be paid. Revenue Hours will be paid based on Hastus' calculation of revenue time (in service time + load time + layover time). Revenue Hours will include all layover/recovery time, regardless of location. In addition, the calculation of Revenue Hours will be used by MCTD for NTD and other reporting.
2. If Revenue Hours change by more than 5% between signups without a change to the published schedules, MCTD and GGBHTD will meet to review the changes before agreeing to the change in Revenue Hours. In so doing, MCTD and GGBHTD will discuss factors leading to the difference between the time reflected in the published schedules and reality, as well as any necessary changes required for improved system reliability and the wellbeing of GGBHTD bus operators.
3. Any Special Services provided by GGBHTD shall be compensated using the Revenue Hour Rate in effect at the time those services are provided.

C. Fuel Reimbursement. MCTD will reimburse GGBHTD for the Fuel Cost used to provide MCTD services during the month. GGBHTD will provide fuel records and prices to support reimbursement. MCTD Vehicles will be tracked for actual mileage and fuel costs based on the average cost per gallon paid monthly (a weighted average using the methodology in Attachment H) for fuel.

D. Capital Depreciation. MCTD shall reimburse GGBHTD for its proportionate share of annual depreciation on existing Facilities and support vehicles required for the provision of local service that were purchased prior to July 1, 2006, to the extent that the purchases of such assets were funded in any part with GGBHTD Toll Revenues, as listed in Attachment F. MCTD's proportionate share of this annual depreciation will be based on the local system share of system-wide miles of service.

E. Other Capital Costs. MCTD shall not be responsible for paying capital costs of: (1) Exclusive GGBHTD projects; (2) Shared projects without prior approval by MCTD; or, (3) Capital projects on MCTD-owned equipment or facilities without prior MCTD approval.

F. Fixed Price Obligations. GGBHTD acknowledges and agrees that it assumes the risk of increases in the cost of doing business over the Contract Term. However, in the event of an unanticipated and exceptional change in applicable law or regulations after the date of execution of this Contract that directly results in additional costs of providing operations and maintenance services hereunder, GGBHTD may request that MCTD allow an adjustment in its Revenue Hour Rate. MCTD is not obligated to agree to such a request, but will review, discuss, and consider any such request in good faith.

G. Mutual Release of Contract Claims Under Prior Agreement. Each Party expressly releases the other from all claims and demands, known and unknown, arising between them out of the Prior Agreement. As consideration for this mutual release, Parties agree that the Prior Agreement shall be and is hereby rescinded, terminated, and canceled,

effective October 1, 2022, with the exception the continuing indemnity obligations as set forth in Section 521 of this agreement.

SEC. 402 REVENUE

- A. MCTD and GGBHTD agree to the following rules and principles regarding the sharing of fare revenue and Federal, State, and local grant and other revenue sources: MCTD and GGBHTD agree to assign fare revenue by route to the agency responsible for that route. Fare revenues will be assigned based on the route where the fare is collected, regardless of whether a transfer is involved. Any changes to transfer policy that have an impact on transfers between local and regional bus and ferry routes will be developed and implemented in a coordinated manner by both Parties.
- B. MCTD and GGBHTD agree that any funding that is specifically dedicated to a particular route or service will be credited to the agency responsible for that specific route.
- C. Population-Based funds will be split with SMART, GGBHTD and MCTD in accordance with the established formula in place as of October 1, 2022 (50% based on hours of service and 50% based on passengers served in Marin County, using prior-year data).
- D. Transportation Development Act (TDA) and all other funding sources available for distribution to both local and regional Marin bus services, with the exception of funding sources that are revenue-based, route based, or specifically earmarked for other purposes, will be assigned, using prior-year data, based 50% on hours of service allocated to local and regional service and 50% on passengers served excluding GGBHTD passengers without an origin or destination in Marin County, excluding hours and passengers for routes that operate "closed door" through Marin County. For the purposes of this Agreement only, all local services and regional services will be included, including GGBHTD's ferry services and MCTD's Community Shuttles, West Marin Stagecoach, supplemental school services and Muir Woods Shuttle.
- E. MCTD will claim MCTD's TDA revenue and STA revenue directly through the Metropolitan Transportation Commission's annual TDA claim process, in accordance with the formulas described above. The Parties will coordinate their submittals in advance to assure a proper split of monies available and due, based on the above methodology. Any necessary adjustments to what is received will be detailed using the invoice system outlined in Section 404.

SEC. 403 PARATRANSIT COSTS

The Parties agree that, for the entire Contract Term, GGBHTD will pay for a portion of the costs for local paratransit service provided as a complement to fixed-route transit services operating within Marin County, based on metrics designed to be transparent and easily-determined with minimal staff time required, as follows:

- F. GGBHTD will pay a percentage of total (fixed and variable) local paratransit costs based on a formula whereby:
 - 1. GGBHTD's relative share of 50% of the total local paratransit costs shall be based on the ratio of GGBHTD's local, fixed-route, unlinked passenger trips to the total of (i) MCTD's fixed-route, unlinked passenger trips and (ii) GGBHTD's local, fixed-

route, unlinked passenger trips. Passengers on routes not subject to the legal requirement to provide complementary paratransit service will be excluded from the passenger trips calculation. "GGT's local, fixed route, unlinked passenger trips" means non-commute trips that start and end exclusively in Marin County and do not cross a bridge or county border.

2. GGBHTD's relative share of 50% of the total local paratransit costs shall be based on the ratio of the GGBHTD's scheduled, non-commute bus trips, to the total number of scheduled, non-commute bus trips provided by the two Parties. Only bus trips on routes subject to the legal requirement to provide complementary paratransit service will be included in the total bus trips calculation.
 3. The percentages shall be calculated annually to coincide with the NTD reporting period.
 4. If the Parties disagree on whether complementary paratransit service is required for a particular bus route, they will jointly seek an interpretation from FTA of the legal requirements.
- G. The calculated percentage for the GGBHTD local paratransit cost contribution will be applied to the total local paratransit costs for legally-mandated service on a monthly basis. GGBHTD will pay only for its portion of legally-mandated local paratransit trips. MCTD will pay for all local paratransit services that are not legally required.
- H. GGBHTD shall be credited with a proportionate amount of fares collected from local paratransit patrons based on the formula set forth above in subsections A. 1 and A. 2.
- I. Each Party will report data to NTD and the State Controller only on the paratransit services it funds.

SEC. 404 INVOICES

A. In General. During the term of the Contract, each Party shall submit invoices to the other Party's Accounts Payable office, in the formats agreed-upon by the Parties, with appropriate documentation in accordance with this Section.

B. Billing Process.

1. **GGBHTD Monthly Invoices.** GGBHTD shall submit invoices to MCTD for each month of service by the end of the following month that clearly delineates:
 - a. the applicable Revenue Hour Rate; the number of scheduled Revenue Hours as described in subsection 401.B, less missed trips in the month; and the resulting amount due to GGBHTD (i.e., the product of the Revenue Hour Rate and Revenue Hours (not including missed trips));
 - b. the amount due from MCTD for Fuel Cost reimbursement as described in subsection 401.C (with supporting documentation);

- c. the amount of MCTD's pro-rata share of capital depreciation as described in subsection 401.D;
 - d. other capital costs chargeable to MCTD, as detailed and limited by subsection 401.E, unless they have been invoiced separately;
 - e. fares collected by GGBHTD that are due to MCTD as set forth in Section 312;
 - f. the amount of advertising revenues due to MCTD under Section 316, unless they have been passed-through separately;
 - g. any revenues collected by GGBHTD on behalf of MCTD under Section 402 unless they have been passed-through separately; and
 - h. the total amount due to GGBHTD (elements a through d), after subtracting applicable offsets (elements e through g).
2. **MCTD Quarterly Invoices.** MCTD shall submit invoices to GGBHTD for each quarter of local paratransit service by the end of the following quarter, in a format agreed-upon by the Parties, and accompanied by appropriate documentation, that clearly delineates GGBHTD's share of local paratransit costs as described in Section 403 (including an accounting of the Parties' respective paratransit fare revenues).
- C. Payment.** Subject to subsection D hereof, each Party shall make payment within thirty (30) calendar days after receipt of an invoice from the other Party.
- D. Invoice Review.** In connection with GGBHTD invoices submitted under subparagraph B.1 and MCTD accounting to be submitted under subparagraphs B.2, the Party receiving and reviewing the invoice/accounting reserves the right to obtain from the other Party any information needed to support any charges or offsets included therein. If the Party receiving and reviewing the invoice/accounting determines, based on its review, that payment has been requested for services that were not provided in accordance with this Contract or that failed to meet applicable service specifications, or otherwise questions or objects to the contents of an invoice/accounting, that Party shall notify the other and provide an opportunity to correct the invoice/accounting or provide further necessary documentation or explanation within ten (10) Days. If such correction or documentation is not provided to the satisfaction of the requesting Party within the required time, that Party may withhold payment of the disputed amount, but must make payment of any undisputed amount due.
- E. Audits and Statements.**
1. **Annual Statement.** GGBHTD shall provide, within sixty (60) calendar days after each anniversary date of this Contract, an unaudited statement of revenues and expenditures for the previous fiscal year. The Parties shall meet to review and confirm that the amounts reported are consistent with this Contract. The intent of the report and review is to ensure accurate external reporting.
 2. **Discretionary Audits.** In addition to the annual reports performed under paragraph (1), MCTD reserves the right to conduct, at any time, an audit of any records of GGBHTD that are related directly or indirectly to the services provided under this

Contract. The cost of any discretionary audit will be borne by the MCTD. The Parties will collaborate and cooperate on any audits or reviews by funding agencies.

3. **Adjustments.** Any overpayment or underpayment uncovered in any audit under paragraph 2 may be charged or credited (as the case may be) against future amounts otherwise due. The MCTD shall notify GGBHTD prior to assessing any such charge or credit, and any resulting dispute shall be subject to resolution under the procedures in Section 508.

F. Final Audit. The MCTD shall conduct a final audit of GGBHTD's records directly or indirectly related to the services provided under this Contract three (3) months prior to the conclusion of the Contract Term. Such final audit shall be conducted consistent with the process specified in subsection D, and will be paid for by MCTD.

G. Address for Invoices. Invoices for payment shall include a reference to this Contract number and the purchase order number assigned to this Contract, and shall be consecutively numbered and submitted electronically to:

MCTD Accounts Payable: ap@marintransit.org

GGBHTD Accounts Payable: accountspayable@goldengate.org

SEC. 405 PERFORMANCE INDICATORS

A. Tracking of Performance Indicators.

1. GGBHTD will report on a monthly basis data on key performance indicators in subsection B itemized by category. Within sixty days of the Effective Date the Parties will jointly agree to the form of reporting. Within fifteen days of the end of each month the Parties will meet to review the data from the prior month. Quarterly performance plans will be established for those areas where the indicators are consistently not met. The monthly reporting shall include an assessment of which incidences of non-conformance were due to circumstances beyond the control of GGBHTD or any person for whom GGBHTD is legally or contractually responsible, such as unusual weather, traffic conditions, naturally occurring disasters, or Force Majeure events set out in Section 412D. The circumstances beyond GGBHTD's control do not include delays which may reasonably be anticipated on a daily basis on any given roadway or in any given area.
2. **Review.** Within thirty (30) Days after the end of the first Contract year the Parties will meet and review GGBHTD performance under the key indicators for the purpose of determining whether there are to be additions or eliminations to the indicators and whether liquidated damages should be established going forward. Any changes will be set forth in an Amendment to this Contract.

B. Categories of Key Performance Indicators. Key performance indicators are described below.

Key Performance Indicators

- 1) Early Trips (>60 seconds)
- 2) Late Trips (>5 minutes)
- 3) Missed Trips (>20 minutes)
- 4) More than 30 Verified Complaints per Month
- 5) Failure to Submit Reports
- 6) Falsification of Reports
- 7) Heating or Air Conditioning Failure in Service
- 8) Unsafe Operation of Vehicle
- 9) Misuse of Marin Transit Vehicle
- 10) Use of Cell Phone during Vehicle Operation
- 11) Operator Discourtesy
- 12) Operator not Wearing Seatbelt during Vehicle Operation
- 13) Operators not Adequately Trained or Failing to Properly Operate Fareboxes or Destination signs.
- 14) Schedules, Complaint Cards, Rider Alerts/Posters not Available or posted on Vehicles
- 16) ADA-Related Operator Error, e.g., Failure to Announce Stops, Failure to properly secure wheelchair.
- 17) Failure to Complete Operator Daily Pre-and Post-trip Inspection

SEC. 406 RISK OF LOSS OR DAMAGE

GGBHTD shall be responsible for the Revenue and Support Vehicles, Equipment, tires, supplies, and Facilities, whether owned by GGBHTD or the MCTD, used in the performance of the services under the Contract. Consistent with its obligations under Section 408, GGBHTD will also be responsible for all losses or damages with respect to any such Vehicles, Equipment, tires, supplies, or Facilities, subject to Normal Wear and Tear. In the event of damage to or loss of a Revenue Vehicle due to an accident, GGBHTD shall be responsible for replacement costs of such vehicle. If the vehicle was acquired with federal assistance, replacement costs will be determined in accordance with Section 19 of FTA's Master Agreement and in accordance with FTA Circulars 5010.1E and 9030.1E. MCTD will cooperate with GGBHTD in addressing any issues with FTA that arise out of such damage to or loss of a federally assisted vehicle.

SEC. 407 INSURANCE

- A. Required Insurance.** GGBHTD shall carry and pay premiums or in the alternative provide self-insurance coverage of the types and with the limits of liability set forth in this subsection. Such insurance shall be maintained in effect at all times during the term of

the Contract and shall cover all events occurring or arising during the term of the Contract (commonly known as tail coverage). The insurance required is as follows:

1. **Workers' Compensation Insurance**, including Employers' Liability, with limits of not less than \$1,000,000, covering all of GGBHTD's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of California.
 2. **General Liability Insurance** covering the occupied and utilized Facilities provided by the MCTD, other premises used for storage and maintenance of vehicles used in performance of the Contract, and bus stops, with limits of liability of not less than \$2,000,000 each occurrence combined single limit and \$10,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability, and Liability for independent contractors.
 3. **Automobile Liability Insurance** covering all Revenue Vehicles and Support Vehicles used in connection with the work performed under the Contract, with limits of not less than \$10,000,000 each occurrence combined single limit for bodily injury and property damage.
 4. **Automobile Physical Damage Insurance** on all MCTD-owned Revenue Vehicles covering collision and fire, theft, combined additional coverage with limits of liability not less than the actual cash value of the vehicle at time of loss or the cost to repair or replace with like kind and quality with deduction for depreciation. Deductibles shall not exceed \$50,000 for each loss, and MCTD shall be named Loss Payee under the policy. GGBHTD shall be responsible for payment of any loss under the deductible amount.
- B. MCTD as Additional Insured.** The MCTD (and its Governing Body, officers, employees and agents) shall be named as an additional insured via additional insured endorsement for all commercial coverage for all MCTD-owned or leased assets and for all liability coverage.
- C. Notice.** All insurance policies required in this Section shall be endorsed to provide a sixty (60) calendar day written notice of cancellation, renewal, or material change to the MCTD.
- D. Umbrella Policy.** The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including a so-called umbrella liability policy, subject to prior approval of the MCTD; provided that such umbrella policy provides all of the coverages required under subsection A.
- E. Self-Insurance.** Any self-insurance program utilized by a GGBHTD must provide the MCTD with at least the same coverage, limits of liability, and protection as would be afforded by first dollar insurance meeting the requirements of this Section.
- F. Minimum Insurance Requirements.** The types of insurance and limits of liability stated in this Section are the minimum acceptable to the MCTD and shall in no way be construed as a limitation of GGBHTD's liabilities and obligations arising out of the performance of the Contract.

- G. Subcontractors.** GGBHTD shall require all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability as GGBHTD shall deem appropriate and adequate. GGBHTD shall obtain and make available for inspection by the MCTD upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.
- H. MCTD Approval.** All insurance required to be maintained or provided by GGBHTD and subcontractors shall be with companies and through policies approved by the MCTD. All such Insurance Companies shall carry a Best's rating of A- or better Class VII and be licensed by the State of California. The MCTD has the right to inspect in person, prior to commencement of the work, all of GGBHTD's insurance policies in regard to required insurance coverages.
- I. Certified Copies of Policies.** Proof that required insurance coverage exists shall be furnished to the MCTD in the form of certified copies of insurance policies within seven (7) Days after receipt of notice of Contract award. Renewal or replacement policies shall be furnished five (5) Days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract.
- J. MCTD Purchase of Insurance.** If at any time during the Contract term GGBHTD fails to provide the insurance required above, the MCTD reserves the right, but not the obligation, to purchase other insurance to protect the MCTD's interests, and to charge GGBHTD, or withhold from GGBHTD's payments, the full cost of such insurance, plus a five percent (5%) fee.

SEC. 408 INDEMNIFICATION BY GGBHTD

- A. General Requirement.** GGBHTD agrees to indemnify, defend, and hold MCTD, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of GGBHTD's negligence, recklessness or willful misconduct in the performance of this Contract.
- B. Handling of Claims.** The MCTD agrees that it will notify GGBHTD in writing within ten (10) Days of receipt or notice of any claim described in subsection A; provided that the failure of the MCTD to so notify GGBHTD shall not relieve GGBHTD of any of its obligations under this Section as long as MCTD's delay does not compromise defense of the claim. GGBHTD shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the MCTD notifies GGBHTD that it elects to be represented by counsel of its own selection in connection with any such claim. If the MCTD elects to be represented by its own counsel, the MCTD will pay the costs of such representation. The MCTD shall provide such assistance (except financial) for the defense of any claim as may be reasonably required by GGBHTD. The MCTD shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of GGBHTD. GGBHTD agrees to inform the MCTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with the MCTD with respect to all matters relating to any claim.

SEC. 409 INDEMNIFICATION BY MCTD

- A. General Requirement.** MCTD agrees to indemnify, defend, and hold GGBHTD, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of MCTD's negligence, recklessness or willful misconduct in the performance of this Contract.
- B. Handling of Claims.** The GGBHTD agrees that it will notify MCTD in writing within ten (10) Days of receipt or notice of any claim described in subsection A; provided that the failure of the GGBHTD to so notify MCTD shall not relieve MCTD of any of its obligations under this Section as long as GGBHTD's delay does not compromise defense of the claim. MCTD shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the GGBHTD notifies MCTD that it elects to be represented by counsel of its own selection in connection with any such claim. If the GGBHTD elects to be represented by its own counsel, the GGBHTD will pay the costs of such representation. The GGBHTD shall provide such assistance (except financial) for the defense of any claim as may be reasonably required by MCTD. The GGBHTD shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of MCTD. MCTD agrees to inform the GGBHTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with the GGBHTD with respect to all matters relating to any claim.

SEC. 410 TERMINATION FOR CONVENIENCE

- A. In General.** The performance of work under this Contract may be terminated by the MCTD in accordance with this Section in whole, or from time to time in part, whenever the MCTD determines that such termination is in the best interest of the MCTD. Any such termination shall be effected by delivery to GGBHTD of one hundred and twenty (120) calendar days' advance written notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- B. Actions Following Termination Notice.** Upon receipt of a notice of termination, and except as otherwise directed by the MCTD, GGBHTD shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or Facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the MCTD in the manner, at the times, and to the extent directed by the MCTD, all of the right, title and interest of GGBHTD under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the MCTD, to the extent the MCTD may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title to the MCTD where applicable, and deliver in the manner, at the times, and to the extent, if any, directed by the MCTD, the Revenue Vehicles and any supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and in which MCTD has or has acquired an

ownership interest, and any information and other property which, if the Contract had been completed, would have been required to be furnished to the MCTD; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the MCTD may direct, for the protection and preservation of the property related to the Contract which is in the possession of GGBHTD and in which the MCTD has or may acquire an interest. Payments by the MCTD to GGBHTD shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by GGBHTD under this Section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

- C. Compensation.** GGBHTD shall be compensated for the reasonable costs of termination, and any other compensable costs incurred before termination, if any. GGBHTD shall be compensated for the costs of all labor, equipment, materials, supplies, and services provided in conformance with the requirements of this Contract, up to the effective date of termination.

SEC. 411 TERMINATION BY MUTUAL AGREEMENT

This Contract may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 410 and Section 412, respectively.

SEC. 412 TERMINATION FOR DEFAULT

- A. Default.** Either Party may, subject to the provisions of subsection B of this Section, by one hundred twenty (120) calendar days' advance written notice of default to the other Party, terminate the whole or any part of this Contract if such other Party fails to perform any of the requirements of this Contract in accordance with its terms. A standard of materiality will apply to determinations of whether or not a default has occurred.
- B. Opportunity to Cure.** The Party providing notice under subsection A that a default has occurred shall provide the other Party with the opportunity to cure the default within one hundred twenty (120) calendar days after receipt of the default notice; provided that the Party providing notice may, in its sole discretion, provide an additional period for cure if the other Party demonstrates to the satisfaction of the Party providing notice that there is a reasonable likelihood that such additional time will allow for a satisfactory cure.
- C. Procurement by MCTD.** If the MCTD terminates this Contract in whole or in part as provided in subsection A of this Section, the MCTD may procure, upon such terms and in such manner as the MCTD may deem appropriate, services similar to those so terminated. GGBHTD shall be liable to the MCTD for costs associated with the termination of this Contract and the procurement of replacement services by the MCTD, and also for any costs of the replacement supplies or services that are in excess of what the MCTD would have paid under the Contract in the absence of default from the date of termination to the expiration date of the Contract. GGBHTD shall continue the performance of this Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by GGBHTD and the MCTD are subject to resolution pursuant to Section 508 of this Contract.

- D. Force Majeure.** A Party shall not be liable for any failure to perform if it demonstrates to the satisfaction of the other Party that the failure to perform the Contract was due to events which were beyond its control and without its fault or negligence and could not have been avoided or prevented by its due diligence and reasonable efforts. Examples of such *Force Majeure* events include acts of God, civil disturbances, fire, war, floods, or other natural disasters, but do not include labor-related incidents, such as strikes or work stoppages.
- E. Claims.** Except as otherwise provided, settlement of claims by either Party under this termination clause shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

SEC. 413 RESPONSIBILITY FOR EMPLOYEE COSTS; WORKFORCE MANAGEMENT

- A. In General.** GGBHTD shall be responsible for all employee costs and expenses incurred in connection with the services provided under this Contract, and shall not be entitled to any additional reimbursement for any employees costs or expenses arising as a result of fluctuations in volume or levels of service provided under this Contract.
- B. Workforce Management.** GGBHTD intends to manage its overall workforce to avoid or minimize any adverse impact on employees resulting from fluctuations in volume or level of services provided under this Contract, or from the termination of this Contract or expiration of the Contract Term.

ARTICLE 5—ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS

SEC. 501 REPORTING

- A. External Reporting by MCTD.** MCTD will report all NTD data for all MCTD transit services including those services provided by GGBHTD under this contract with MCTD, effective FY 2014/15. MCTD will also report data to the State Controller's Office for all MCTD transit services including those services provided by GGBHTD under this contract with MCTD, effective FY 2013/14.
- B. GGBHTD Obligation.** In order to document services provided under the Contract, GGBHTD shall maintain all records requested by the MCTD and as required for good business practices. GGBHTD shall take appropriate steps to ensure the proper monitoring of service levels, and maintenance and operations activities related to the services provided under this Contract. GGBHTD shall permit authorized representatives of the MCTD to examine all data and records related to this Contract upon request or according to scheduled reporting periods.
- 1. Ongoing Operations Data.** GGBHTD will provide MCTD with access to operational data for services under this Contract, subject to applicable laws using TransTrack and other data sharing tools. Personnel information and information subject to privacy requirements will not be provided; instead, this information will be provided in a format that protects privacy.

On-line access to operations data will be provided using systems already in use as of commencement of this Contract. GGBHTD will aim to maximize data

integration with MCTD's TransTrack database. Operations data will include the following reporting:

- a. **Ridership Reports.** GGBHTD shall maintain an ongoing data feed to TransTrack that will include daily trip level ridership. Trip level ridership should be sourced from Clipper or GFI fare collection devices.
 - b. **Trip and Fare Reports.** GGBHTD shall maintain an ongoing data feed to TransTrack that will include ridership by fare type by trip, farebox revenue by route, revenue hours and miles by route, deadhead hours and miles by route, and other desired operating information by route.
 - c. **On-Time Performance.** GGBHTD shall maintain an ongoing data feed that will include trip level schedule adherence data for routes operated under this contract.
 - d. **Passenger Counts.** GGBHTD understands that a portion of the Revenue Vehicles are equipped with MCTD's automatic passenger counters, which transmit data to MCTD directly. If GGBHTD adds passenger counters to any additional Revenue Vehicles, GGBHTD will maintain an ongoing data feed to transmit the collected information to MCTD.
2. **Periodic Reporting.** GGBHTD will provide MCTD with additional manual daily, monthly, or quarterly reporting of the following data not available through the operations data feed.
- a. **Daily Accident/Incident Report.** A daily Accident/incident Report entry will be placed directly into TransTrack within twenty four (24) hours of each accident/incident occurring on a MCTD route. Weekend or holiday incidents will be entered on the next business day following the incident. Any major accident involving injuries or significant damage to MCTD vehicles will be immediately reported through direct person-to-person contact, followed by a written summary of the accident/incident. No report shall be necessary if there is no reportable event.
 - b. **Passenger Complaints/Commendations.** Passenger complaints and commendations will be fed into TransTrack software when received. GGBHTD shall utilize its process for the thorough and prompt resolution of all customer complaints. GGBHTD shall make contact with complainant within two (2) Days. The process shall be completed, documented, and closed out in TransTrack as soon as practicable. Monthly, MCTD will review entries in database and compile a summary report.
 - c. **Daily Road Call/Missed Trip/Incident Report.** GGBHTD shall input a daily report of all road calls, Missed Trips, and incidents within twenty-four (24) hours after the end of day directly into TransTrack or disseminate via email. Missed trips or major incidents shall also be reported to MCTD immediately via email.
 - d. **Quarterly Preventive Maintenance and Vehicle Mileage Update Reports.** GGBHTD shall submit a Quarterly Preventive Maintenance (PM) Report to

MCTD indicating the date and mileage for when the last PM was performed for each vehicle and the type of PM (e.g., "A", "B", LOF, Brake Inspection, HVAC Inspection) that was performed on MCTD-owned vehicles used in MCTD's service. This report will match the GGBHTD's maintenance records and will be audited by MCTD on a random announced or unannounced basis.

- e. **FTA-National Transit Database (NTD) Data.** GGBHTD will be responsible for the tracking, collecting, and preparation of the NTD report data in accordance with FTA guidelines. MCTD may also require passenger mile sampling, as required by NTD, every three (3) years. MCTD will work with GGBHTD to develop procedures for collecting and reporting this data. MCTD will be responsible for reporting GGBHTD data, along with data from other local services, to NTD.
 - f. **Annual Drug and Alcohol MIS Report.** GGBHTD (and any subcontractor(s)) shall prepare and submit their annual Management Information System (MIS) report online, as required by the FTA, and shall provide a signed original report to the MCTD no later than March 10 annually for the previous calendar year's drug and alcohol testing rates. The report must be in accordance with established Federal guidelines.
 - g. **Monthly Statistics Report and Route Performance Report.** GGBHTD will provide this standard report to MCTD monthly within thirty (30) days of the end of the prior month.
 - h. **Quarterly Blocks and Paddles.** GGBHTD will provide blocks and paddles for services under this contract to Marin Transit at least thirty (30) days in advance of the relevant bid start date. Blocks will be provided in both pdf and excel format.
 - i. **Special Reports.** GGBHTD shall prepare and provide any special reports, or more detailed information, requested by the MCTD. MCTD must provide a reasonable timeframe for GGBHTD to compile the requested reports, without having a negative impact on GGBHTD ability to carry out its regular operations. Staff from the agencies will coordinate to develop plans for requested reports to ensure alignment around data discovery, design, development, deployment and project completion. MCTD will compensate GGBHTD for any necessary programming or additional software necessary to complete such report. MCTD's approval for such a charge will be obtained in advance by GGBHTD.
3. **Real-time Passenger Information.** GGBHTD will pass along real-time data for services provided under this contract to MCTD's data integration vendor. GGBHTD also will integrate real-time data for Revenue Services with all GGBHTD services for display on GGBHTD's real-time bus information signs.
- C. **Clipper 2.0 Impacts.** The Parties may determine, and will document in writing, that certain reporting activities will no longer be needed when Clipper 2.0 is launched and MCTD becomes an independent Clipper Operator.

D. Meetings. The GGBHTD Project Manager shall meet with the MCTD Project Manager at least every two weeks and more frequently as necessary to discuss services provided and issues arising under this Contract. Meetings with other key MCTD and GGBHTD staff will be held on a regular basis, as well as on an as-needed basis. The MCTD shall include key GGBHTD staff in appropriate meetings related to service, planning, maintenance, and operations, as well as in circumstances in which the MCTD is contemplating the purchase of new equipment or systems, or is making significant planning decisions. A representative of GGBHTD shall be present at public meetings of the MCTD, as well as its associated advisory committee meetings, upon request of the MCTD Project Manager.

SEC. 502 COMPLAINT RESOLUTION

A. Customer Complaints.

1. **Intake of Complaints.** GGBHTD will be responsible for the initial intake of comments from the customers. In the event that a complaint is lodged through the MCTD administrative office, MCTD will provide GGBHTD with the complaint documentation through the TransTrack System.
2. **Required GGBHTD Process.** GGBHTD shall utilize its process for the thorough and prompt resolution of all customer complaints. GGBHTD shall make contact with complainant within two (2) Days. The process shall be completed and closed out in TransTrack as soon as practicable, and shall include, at a minimum, the following:
 - a. contemporaneous documentation of the nature of the complaint;
 - b. passenger contact information;
 - c. investigation, follow-up, and investigative reports (including the procedures referenced in subsection B below in the case of Title V I complaints); and
 - d. complaint resolution, including any remedial action taken, without providing any information that is not legally disclosable due to privacy concerns or any privileges recognized by law.
3. **Complaint Validity.** The Parties shall meet and confer as to the validity of customer complaints in the event of any disagreement on how the complaint was resolved.

B. Title VI Complaints. MCTD will be responsible for responding to complaints filed under Title VI of the Civil Rights Act of 1964 regarding service planning and local fare policies, and GGBHTD will be responsible for responding to such complaints concerning Revenue Service operations. The Parties will coordinate a response to any complaint which involves both service planning and the provision of services. Each Party will utilize its established Title VI procedures for responding to complaints. Each Party shall notify the other of all such complaints in writing within one Day.

SEC. 503 ACCIDENT AND INCIDENT REPORTING

In the event of an accident involving vehicle damage, property damage, passenger injury or fatality, an emergency, or other non-routine event, GGBHTD shall notify the MCTD Project

Manager within one (1) hour, to the maximum extent feasible, after GGBHTD learns of such event. GGBHTD shall be responsible for responding to all media inquiries or media on scene, unless otherwise advised by the MCTD Project Manager, and shall provide information regarding its responses to the MCTD's Project Manager. GGBHTD shall, if requested by the MCTD, follow up with specific details from the accident or incident investigation. GGBHTD shall prepare all reports required by the Contract relating to such accident or other non-routine event as soon as practicable after the event occurs. GGBHTD shall comply with all applicable laws and regulations in the case of any accident or other non-routine event.

SEC. 504 AUDIT AND INSPECTION OF RECORDS

GGBHTD agrees that the MCTD, the Comptroller General of the United States, and the U.S. Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of the Contract. Further, GGBHTD agrees to maintain all such required books, records, and accounts, at a site in Marin County, California, in a non-archived status, during the Contract Term and for at least three (3) years after the MCTD has made final payment and all other pending matters are closed. In addition, GGBHTD shall assist and cooperate with the MCTD in the audit and monitoring of all program requirements, including EEO compliance, Drug and Alcohol compliance, and Safety/Security compliance, and shall permit the MCTD to perform on-site inspections of GGBHTD's procedures and programs.

SEC. 505 OWNERSHIP OF DOCUMENTS

GGBHTD agrees that any and all information, in oral or written form, whether obtained from the MCTD, its agents or assigns, or other sources, or generated by GGBHTD pursuant to the Contract, shall not be used for any purpose other than fulfilling the requirements of this Contract. Any documents, reports, or data generated by GGBHTD (other than GGBHTD's internal documents) in connection with the performance of the Contract shall become the sole property of the MCTD, subject to any rights asserted by the FTA. GGBHTD may retain copies of such items for its files. GGBHTD shall not release any documents, reports, or data from this project without prior written consent of the MCTD, unless required to do so by law.

SEC. 506 REPLACEMENT SERVICES

- A. GGBHTD Plan.** In the event that GGBHTD is unable to provide services in compliance with this Contract, GGBHTD shall communicate regarding the service disruption to MCTD within twenty-four (24) hours after the event, detailing the actions that GGBHTD intends to take to address the event and the anticipated schedule for restoring services in compliance with the Contract.

- B. MCTD Rights.** If GGBHTD has not restored services in compliance with the Contract within fifteen (15) calendar days of the event, the MCTD reserves the right to obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"), in full or partial substitution for GGBHTD's services, and may maintain such replacement services in effect until either: (a) GGBHTD is able to resume performance in full compliance with this Contract; or (b) the MCTD terminates GGBHTD and obtains a permanent replacement Contractor.

- C. **Liability.** If the MCTD utilizes replacement services under this Section, and the event giving rise to the need for such services was within GGBHTD's control or arose because of its negligence or inaction, GGBHTD shall be liable to the MCTD for (1) the actual amount by which the cost of such services exceeds the amount that would have been payable under this Contract for comparable services; plus (2) the administrative costs incurred by the MCTD in obtaining the replacement services.

SEC. 507 CONTINUITY OF SERVICES

- A. **GGBHTD Obligation.** If another operator assumes responsibility for providing the Revenue Services upon expiration or termination of this Contract, GGBHTD agrees, upon the request of MCTD, to: (1) fully cooperate in any procurement process conducted by the MCTD; (2) furnish phase-in training for the new operator; (3) exercise its best efforts and cooperate to effect an orderly and efficient transition to the new operator (including providing access to Revenue Vehicles, coordination of any equipment transfers, and related actions); and (4) provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
- B. **Compensation.** MCTD shall compensate GGBHTD for the reasonable costs of the services it provides under this Section, in the amounts agreed upon by the Parties.

SEC. 508 DISPUTES

- A. **Applicability.** Any dispute between GGBHTD and the MCTD relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.
- B. **Informal Resolution.** The Parties shall first attempt to resolve the dispute informally in meetings or communications for a period of sixty (60) calendar days.
- C. **Mediation or Arbitration.** Prior to seeking judicial resolution of a dispute in state court, the Parties may mutually agree to mediate the dispute or to submit the dispute to binding arbitration.
- D. **Responsibility.** Pending final resolution of a dispute under this Section, the Parties shall proceed diligently with performance in accordance with this Contract, without prejudice to each Party's respective rights or position in that process. If the dispute is over action or determination of MCTD, GGBHTD shall proceed in accordance with that action without prejudice to its rights in the dispute.

SEC. 509 INSPECTION OF WORK

- A. **Right to Inspect.** All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and testing by the MCTD to the extent practicable at all times and places during the term of this Contract. All inspections by the MCTD shall be made in such a manner as to not unduly delay the work. The MCTD shall have the right to enter the premises used by GGBHTD for the purpose of inspecting and auditing all data and records which pertain to GGBHTD's performance under this Contract, and observing management and operational practices. The MCTD

shall also have the right to enter the premises used by GGBHTD for the purpose of inspecting vehicles that are used to provide services under this Contract.

- B. Corrections and Adjustment.** If maintenance work (or other work capable of being re-performed) was not performed in accordance with the requirements of this Contract, MCTD shall have the right to (1) require GGBHTD to perform such work again correctly at no additional cost to the MCTD; or (2) deduct a fair and reasonable amount from payments otherwise due to GGBHTD.

SEC. 510 RESPONSIBILITIES OF GGBHTD

Under the terms of the Contract, GGBHTD has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than MCTD employees, consultants or other contractors, assisting in the performance of its services. GGBHTD agrees to be solely responsible for all matters relating to wages, rates of pay, hours of work, and working conditions and payment of its employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, workers' compensation, and all other requirements relating to such matters. GGBHTD agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of the Contract.

SEC. 511 LACK OF FUNDS

- A. Funding Requirement.** Entering into the Contract is subject to receipt by the MCTD of local, State, and Federal funds adequate to carry out the provisions in full.
- B. Cancellation or Reductions.** The MCTD may cancel or reduce the amount of service to be rendered if the MCTD determines that such action is in the MCTD's best interests, or there will be a lack of funding available for the service. In such event, the MCTD will, if possible, notify GGBHTD in writing one hundred and twenty (120) calendar days in advance of the date such cancellation or reduction is to be effective. A cancellation of the Contract for Lack of Funds will be processed in accordance with the Termination for Convenience provisions of Section 410. If a reduction in Contract services for Lack of Funds results in a decrease in Revenue Hours in a Contract Year in excess of the minimum Revenue Hours for that Year set forth in Section 304, the service change shall be processed in accordance with Section 305.

SEC. 512 CONFLICT OF INTEREST

- A. General Rule for MCTD Employees.** No employee, officer or agent of the MCTD shall participate in the selection, or in the award or administration, of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any entity selected for the award:
1. The employee, or an officer or agent of the employee;
 2. Any member of the employee's immediate family;
 3. The employee's business partner; or
 4. An organization which employs, or is about to employ, any of the above.

- B. Gratuities.** The MCTD's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to subagreements.
- C. Organizational Conflict of Interest.** GGBHTD and the MCTD both agree to follow their respective rules and procedures, and FTA requirements, regarding Organizational Conflicts of Interest during the Contract Term.

SEC. 513 ANTIDISCRIMINATION AND EEO REQUIREMENTS

- A. General Requirements.** The Parties shall not in any way, directly or indirectly, in the performance of this Contract, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.
- B. Compliance with EEO Requirements.**
 - 1. **GGBHTD Duty.** The Parties shall comply with all EEO Program requirements in FTA Circular 4704.1, Equal Employment Opportunity Program Guidelines, or any updated version thereof.
 - 2. **Cooperation in Audits.** The Parties shall cooperate in any audits performed by FTA and shall cooperate with and assist the other in the monitoring and auditing program requirements including permitting the other to perform onsite inspections for the program administration/management guidelines, and procedures. This requirement shall include providing each other with copies of records related to EEO efforts prior to each site visit.
 - 3. **Program Amendments.** The Parties shall comply with all program amendments as required by the FTA and/or all applicable Federal and State mandates.

SEC. 514 COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall give all notices and comply with all Federal, State, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract. Upon request, each Party shall furnish to the other certificates of compliance with all such laws, orders, and regulations.

SEC. 515 WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce one or more of the terms or conditions of this Contract or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 516 INTERPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California. Both Parties hereby consent and submit to the jurisdiction of the appropriate courts of California or of the United States having jurisdiction in California for adjudication of any suit or cause of action arising under or in

connection with the Contract documents, or the performance of such Contract, and agrees that any such suit or cause of action may be brought in any such court.

SEC. 517 CONSTRUCTION

For the purposes of this Contract the use of the words “include” or “including” followed by a list is not intended to indicate that the list is an all-inclusive list.

SEC. 518 OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressees or designated agents. Communications to the MCTD should be addressed to the MCTD Project Manager, as follows:

Marin Transit
711 Grand Ave., Suite 110
San Rafael, CA 94901

Communications to GGBHTD shall be addressed as follows:

GGBHTD – Bus Division
1011 Andersen Drive
San Rafael, CA 94901

SEC. 519 PROHIBITION ON ASSIGNMENT

Neither Party shall assign, transfer, or delegate to any other party any of its duties or obligations under this Contract.

SEC. 520 SEVERABILITY

In the event any provision of this Contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

SEC. 521 INDEMNITY OBLIGATION CARRY OVER

All indemnity obligations, known or unknown, arising during the term of the Prior Agreement carry over as indemnity obligations under this Contract.

SEC. 522 ENTIRE AGREEMENT; AMENDMENT REQUIRED

This Contract constitutes the entire agreement between GGBHTD and the MCTD, and supersedes all prior negotiations, agreements, and understandings with respect thereto. No change, modification, or amendment to the obligations or responsibilities of the Parties under the terms of this Contract shall be effective unless it is made by written Amendment, considered and approved by the MCTD Governing Body, and duly executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

MARIN COUNTY TRANSIT DISTRICT

GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT

By: _____

Stephanie Moulton-Peters
President of the Board

By: _____

Michael Theriault
President, Board of Directors

Approved as to form:

ATTEST:

By: _____

Brian E. Washington
County Counsel

By: _____

Amorette M. Ko-Wong
Secretary of the District

Approved as to form:

By: _____

Kimon Manolius
Attorney for the Bridge District

ATTACHMENTS

ATTACHMENT A VEHICLES & EQUIPMENT

To be provided within 30 days of contract execution.

ATTACHMENT B GGBHTD STAFFING AND PERSONNEL PLAN

To be provided within 30 days of contract execution.

ATTACHMENT C GGBHTD TRAINING PROGRAM

To be provided within 30 days of contract execution.

ATTACHMENT D GGBHTD MAINTENANCE PROGRAM

To be provided within 30 days of contract execution.

ATTACHMENT E GGBHTD SAFETY AND SECURITY PROGRAM

To be provided within 30 days of contract execution.

ATTACHMENT F DEPRECIATION SCHEDULE

To be provided within 30 days of contract execution.

ATTACHMENT G GGBHTD ADVERTISING POLICY

To be provided within 30 days of contract execution.

ATTACHMENT H SAMPLE CALCULATIONS OF AVERAGE FUEL COST

To be provided within 30 days of contract execution.



marin transit

711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

October 3, 2022

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

SUBJECT: Marin Transit FY 2021/22 System Performance Report

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:

The attached report summarizes the operational performance of all Marin Transit local transit services for Fiscal Year 2021/22 and compares these results to the District's route level performance goals adopted by your Board on April 2, 2018. Performance statistics presented in this report are unaudited and will be updated as needed prior to submittal to the National Transit Database.

The report is a detailed assessment of systemwide, typology-level, and route-level performance data for FY 2021/22. Highlights related to the performance of the local transit system in FY 2021/22 are summarized below.

Ridership Trends

In FY 2021/22, there was an overall 57.8 percent increase in fixed route ridership compared to the previous fiscal year. The ridership increase was due to the ongoing recovery from the COVID-19 global pandemic. As an essential public service, Marin Transit has continued to provide regular service since the onset of the pandemic. However, the Muir Woods Shuttle, Yellow Bus, and Supplemental School Routes were initially suspended with the closure of Marin County schools and the Muir Woods National Monument in the spring of 2020. Limited Supplemental School Route service resumed mid-way through FY 2020/21, but neither service nor ridership were at pre-COVID levels. The Muir Woods Shuttle resumed service on June 19, 2021, two weeks before the end of FY 2020/21. In FY 2021/22, supplemental school service and the Muir Woods Shuttle ran throughout the year, which contributed to the higher ridership, although service still operated at reduced levels relative to pre-COVID.

Overall ridership saw steady growth in FY 2021/22 month over month, with June 2022 having 44.2 percent higher ridership

compared to June 2021. However, ridership is still lower than pre-COVID levels, with June 2022 having 13.6 percent lower ridership than June 2019.

Marin Transit's sharp increase in ridership during FY 2021/22 compared to the prior fiscal year was well above national trends. The National Transit Database reported an overall 24.2 percent increase nationwide in bus ridership over the last year. The District's fixed route ridership increase of 57.8 percent over the prior fiscal year is more than double the national average.

Passenger Revenues, Farebox Recovery and Financial Outlook

Systemwide passenger revenue experienced a significant increase of 69.4 percent in FY 2021/22 compared to last year. Overall farebox recovery also increased from 5.8 percent in FY 2020/21 to 8.9 percent in FY 2021/22. Passenger subsidy decreased to a systemwide average of \$12.27 per passenger from \$18.74 per passenger in FY 2020/21.

Areas for Performance Improvement

The report summarizes the seven service typologies and their respective productivity and subsidy goals. No typologies collectively met their productivity or subsidy goals.

Despite the ongoing effects of the COVID-19 pandemic on systemwide usage and ridership, Marin Transit has made considerable recovery relative to the prior fiscal year and other transit agencies across the Bay Area and the US. June 2022 saw Marin Transit systemwide ridership at 85 percent of pre-COVID ridership, a stronger recovery than any other Bay Area transit agency. District projections expect continued growth in ridership toward-COVID levels in FY 2023/24.

FISCAL/STAFFING IMPACT:

There is no fiscal impact associated with this item.

Respectfully submitted,



Asher Butnik
Transit Planner

Attachments: FY 2021/22 Marin Transit System Performance Summary Report



System Performance Summary for FY 2021/22

This report summarizes the unaudited operational performance of Marin Transit local transit services for FY 2021/22 and compares these results to the District's route level performance goals adopted by the Marin Transit Board on April 2, 2018. The report provides a detailed route level assessment of all Marin Transit services operating in FY 2021/22.

FY 2021/22 was the third fiscal year affected by the COVID-19 global pandemic. In the prior fiscal year, Marin Transit had cut most supplemental service due to the closure of Marin County schools, restoring only a few by mid-year. In this fiscal year, supplemental routes ran the entire year. Service levels, however, continued to be lower than they were pre-COVID, due to a combination of driver shortages and the change in timing of school start times. Yellow bus service was also restored in FY 2021/22 and did not run at all in the prior fiscal year. The Muir Woods Shuttle ran on weekends and holidays throughout FY 2021/22 (with the exception of a few weeks at the end of June 2022, which also had weekday service), whereas it did not run for the majority of FY 2020/21, with weekend service only being restored in the last two weeks of the fiscal year.

Overall, Marin Transit provided 2.4 million unlinked passenger trips in FY 2021/22 with 218,000 revenue hours of service. Compared to FY 2020/21, these numbers represent a 63.4% increase in unlinked passenger trips and a 4.1% increase in revenue hours.

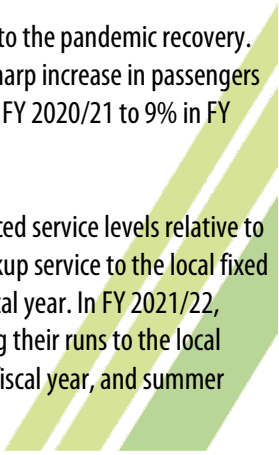
Increase in ridership was experienced across all programs due to the pandemic recovery, with the most noticeable increases on the Muir Woods Shuttle and Yellow Bus programs due to their limited service offerings in the prior fiscal year. The reinstatement of the Muir Woods Shuttle and Yellow Bus services added over 150,000 passenger trips over the course of FY 2021/22. The system-wide productivity rate this fiscal year was 11.0 riders per revenue hour, 57.5% higher than FY 2020/21. Passenger revenues also increased significantly in FY 2021/22, (+ 69.4%) due to the dramatic rise in passenger demand and associated revenue as the pandemic has waned. Due to the increase in passengers, passenger subsidy predictably decreased to a system-wide average of \$12.27 per passenger from \$18.74 per passenger in FY 2020/21.

Fixed Route

Fixed Route operations carried 2.3 million unlinked passenger trips in FY 2021/22 with 183,510 revenue hours. These figures represent 93% of the District's total trips and 85% of revenue hours. Compared to FY 2020/21, unlinked passenger trips on fixed route services increased by 57.8% and revenue hours decreased by 2.8%. Overall fixed route productivity was 12.3 passengers per revenue hour in FY 2021/22, which is 62.4% higher than the 7.6 mark last fiscal year. Pre-COVID productivity in FY 2019/20 was 17.0 passengers per revenue hour, while post-COVID productivity was 6.9 passengers per revenue hour.

Compared to FY 2020/21, all fixed route typologies experienced an increase in overall ridership due to the pandemic recovery. Total passenger revenue increased significantly (43.5%) in FY 2021/22 compared to last year. The sharp increase in passengers and corresponding fare revenue resulted in an increase in fixed route farebox recovery from 6.5% in FY 2020/21 to 9% in FY 2021/22.

Supplemental routes and the Muir Woods Shuttle were restored in FY 2021/22, although with reduced service levels relative to pre-COVID due to the driver shortage. In FY 2020/21, supplemental service was used to provide backup service to the local fixed route service, and the Muir Woods Shuttle was suspended until two weeks before the end of the fiscal year. In FY 2021/22, supplemental routes went back to their pre-COVID routes, serving Marin County students and timing their runs to the local school start and end times. The Muir Woods Shuttle ran on weekends and holidays throughout the fiscal year, and summer weekday service was restored on June 20th, 2022, two weeks prior to the end of the fiscal year.





Yellow Bus

In FY 2021/22, yellow bus service for the Ross Valley School District carried 88,863 unlinked passenger trips and operated 1,246 revenue hours. These totals represent 4% of the District's total ridership and less than 1% of revenue hours. Yellow bus service did not operate in FY 2020/21 due to the COVID-19 pandemic.

Demand Response

Demand Response programs carried 64,530 unlinked passenger trips in FY 2021/22 and provided 33,562 revenue hours of service. These totals represent 3% of the District's total trips and 15% of revenue hours. Compared to FY 2020/21, unlinked passenger trips on demand response services increased by 64.7% (+25,345 trips) and revenue hours increased by 61.7% (+12,811 hours). Overall productivity was 1.9 passengers per revenue hour, an increase of 1.8% compared to FY 2020/21.

Ridership on local paratransit, Novato Dial-A-Ride and Rural Dial-A-Ride increased significantly in FY 2021/22 compared to the prior year. Rural Dial-A-Ride consists of the Dillon Beach/Tomales and Point Reyes Station Dial-A-Ride. Many demand response services target the needs of older adults and persons with disabilities. The significant increase in demand and ridership on these services compared to the prior fiscal year is due to the ongoing recovery from the COVID-19 pandemic. The vulnerability of those populations to the coronavirus and closure of senior day programs led to extremely low demand and ridership in the prior fiscal year. Although recovery has been strong, demand response ridership still lags behind fixed route ridership recovery relative to pre-COVID levels (51% compared to 79%). Correspondingly, passenger revenues for demand response services increased 65.8% compared to last year.

Marin Transit Connect showed especially strong performance growth in FY 2021/22 compared to the prior year, with an increase in ridership of 90%.

Other Services

Other Marin Access Mobility Management services include the Volunteer Driver and Catch-A-Ride programs. In FY 2021/22, these programs provided 13,713 unlinked passenger trips, approximately 1% of the District's total trips. Compared to the prior fiscal year, ridership decreased by 3.7%.

Performance Goals

The District's 2020-2029 Short-Range Transit Plan identifies 15 different goals and associated metrics that staff use to evaluate system performance. The Board further adjusted these performance targets on April 2, 2018 to better reflect current conditions. Performance goals at the route level are measured in both productivity (unlinked passengers per revenue hour and per trip) and cost effectiveness (subsidy per unlinked passenger trip). Table 1 below summarizes route level performance goals by typology. Marin Transit has not identified productivity or cost-effectiveness goals for the Yellow Bus and Partnership typologies, nor the Connect service.

Table 3 on page 6 provides a detailed summary of annual FY 2021/22 performance data by program, route, and service typology.



Table 1: Productivity and Subsidy Goals by Service Typology

Service Typology	Routes	Unlinked Passenger Trips per Hour (at or above)	Subsidy per Passenger Trip (at or below) ¹
Local Trunkline	35, 36, 71	20	\$5.00
Local Basic	17, 22, 23, 23X, 29, 49	18	\$7.25
Local Connector	219, 228, 233, 245, 251, 257	8	\$10.00
Supplemental	613, 617, 619, 625, 645, 649, 651, 654	20 per trip	\$3.25
Rural	61, 68	6	\$13.25
Recreational	66 (Muir Woods Shuttle)	25	\$3.25
Demand Response	Local DAR, Novato DAR, Dillon Beach/Tomales DAR, Point Reyes DAR	2	\$38.50

¹ Subsidy targets have been adjusted for inflation in accordance the guidelines approved by the Board on April 2, 2018.

Using the productivity goals identified in Table 1, all fixed route typologies did not meet their productivity goals for the fiscal year, which can be attributed to ridership declines as a result of the ongoing pandemic. Although ridership increased significantly between the prior fiscal year and FY 2021/22, systemwide ridership was 77% of pre-COVID (FY 2018/19) ridership.


Although no typologies as a whole met their productivity or subsidy targets, several individual routes did meet their targets. Route 35 was the most productive local fixed route service and carried an average of 22.6 passengers per revenue hour, exceeding its productivity target. Route 23X carried an average of 20.9 passengers per revenue hour, also meeting its productivity target. Routes 245 and 251 had average productivities of 9.5 and 8.2 passengers per revenue hours, respectively, meeting their productivity targets for the Local Connector typology. Route 645 was the best performing supplemental route with 24.4 passengers per trip, meeting its productivity target. Route 68 also met its productivity target, achieving an average of 6.2 passengers per revenue hour. The only Demand Response service to meet its productivity target was the Novato Dial-A-Ride, which carried an average of 2 passengers per revenue hour.

Attachment A provides FY 2021/22 productivity levels and respective productivity goals by service typology and at the route level for the entire fiscal year.

Overall, Local Fixed Route service typologies and Demand Response programs did not meet their cost effectiveness goals for the fiscal year. One individual route did meet its subsidy target: Route 23X, at an average subsidy of \$6.94 per passenger. Attachment A provides a breakdown of FY 2021/22 subsidy levels and respective subsidy goals by service typology and at the individual route level.

Ridership Trends

Ridership has grown steadily throughout FY2021/22 as COVID-related concerns have lessened and the economy has re-opened, with an average month-over-month growth of 3.5% and June 2022 ridership coming in 44.4% higher than June 2021. However, the COVID-19 pandemic continues to depress ridership compared to pre-COVID levels, with June 2022 ridership still 16% lower than June 2019.



In FY 2021/22, there was an overall 57.8% increase in fixed route ridership. This is an especially positive trend for Marin Transit given that nationwide bus ridership—reported by the National Transit Database—increased more slowly (24.2%) during FY 2021/22 compared to the prior year. Within in the Bay Area, most peer agencies experienced ridership increases that were comparable to or less than Marin Transit’s. These include County Connection (+62%), SamTrans (+53.4%), Napa VINE (+39.9%) and Sonoma County Transit (+37.8%). Golden Gate Transit reported an increase of 59.3% in fixed route bus ridership for FY 2021/22.

Service levels, including the number of scheduled trips and missed service, can affect bus ridership. The restoration of the Muir Woods Shuttle, Supplemental School, and Yellow Bus programs contributed a sizeable amount to the ridership increase in FY 2021/22, together accounting for 9% of total ridership. Pre-COVID, these programs made up about 20% of total ridership. Service levels remain lower than pre-COVID due to a shortage of operators. Weather conditions can also contribute to changes in ridership patterns and activity. FY 2021/22 experienced more rain than the previous fiscal year, which tends to decrease ridership.

In FY 2021/22, the only major service changes were the re-introduction of Supplemental, Muir Woods, and Yellow Bus services, as discussed above. There was a 60.0% increase in the number of overall transfers for passengers using cash to pay their original fare. This is consistent with the 57.8% increase in fixed route ridership. The transfer ratio is defined as the number of boarding trips (unlinked passenger trips) divided by the number of originating trips (linked passenger trips). This ratio can be used to evaluate the impact of transfers on ridership independent of other factors. In FY 2021/22, the overall transfer ratio was 1.35, 1.8% lower than the prior year’s ratio of 1.37.

Overall demand for Marin Access mobility management programs in FY 2021/22 increased by 64.7% compared with FY 2020/21. Ridership increases varied from program to program, but all programs expectedly experienced increases due to the vulnerability of the target populations of Marin Access programs to the coronavirus and closure of senior day programs in the prior fiscal year. Marin Access ridership recovery remains slower than fixed route ridership due to the ongoing risks associated with coronavirus. The largest increase was experienced by Connect (+89.6%). The future recovery of Marin Access program ridership remains unclear, as medical guidance continues to render the risk of COVID-19 less and less severe, while older adults and those with disabilities simultaneously remain the most vulnerable to its negative effects.

Table 2 summarizes the factors that can influence ridership numbers year-over-year and qualitatively evaluates their impact.



Table 2: Factors Impacting Ridership Comparison

Factor		FY 2020/21	FY 2021/22	Impact
Calendar	Weekdays	261	261	--
	Weekends & Holidays	117	119	--
	School days	148	180	▲▲
	Muir Woods Shuttle	4	125	▲▲▲
Transfer Ratio (ratio of unlinked to linked trips)		1.37	1.35	--
Service Disruptions	Canceled service (trips)	197	926	▼▼▼
Rainfall (inches)		9.68	24.33	▼▼
Average Gas Price		\$4.05	\$5.95	▲▲
Unemployment Rate		5.5%	3.0%	▼

FY 2021/22 Performance Outlook

The District operates over 215,000 annual hours of service across all programs in Marin County. These service levels have continuously increased since 2010 to provide more frequency and expanded transit options for Marin County residents. The District does not anticipate significant expansion in the local fixed route program in FY 2022/23 except for the restoration of pre-COVID service levels on the Muir Woods Shuttle and Supplemental routes as driver availability allows.

The district will continue to be in close communication with school districts and the National Park Service to identify how best to serve their needs given the limited driver availability. Weekday service on the Muir Woods Shuttle was restored for the summer season of 2022, but weekend-only service resumed at the start of the school year to allow for drivers to serve the Supplemental routes. The District anticipates a slower rebound of fixed route and Marin Access ridership levels in FY 2022/23, potentially reaching pre-COVID levels by the start of the following fiscal year.



Table 3: System-wide Performance Statistics, FY 2021/22

Route	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Pass. Trips Per Rev Hr (Trip)	Subsidy Per Passenger	Farebox Recovery
Fixed Route	2,255,862	183,510	\$25,565,112	\$2,292,764	12.3	\$10.32	9.0%
Local Trunkline	984,771	55,676	\$9,360,911	\$985,570	17.7	\$8.50	10.5%
35	511,590	22,597	\$3,704,659	\$485,350	22.6	\$6.29	13.1%
36	235,339	13,449	\$2,198,136	\$230,927	17.5	\$8.36	10.5%
71	237,842	19,629	\$3,458,116	\$269,293	12.1	\$13.41	7.8%
Local Basic	752,505	58,006	\$7,460,029	\$734,834	13.0	\$8.94	9.9%
17	181,285	14,666	\$1,695,966	\$188,572	12.4	\$8.32	11.1%
22	118,390	11,650	\$1,337,483	\$130,131	10.2	\$10.20	9.7%
23	163,184	11,078	\$1,772,431	\$164,692	14.7	\$9.85	9.3%
23X	56,299	2,688	\$439,090	\$48,226	20.9	\$6.94	11.0%
29	36,792	2,610	\$425,239	\$35,297	14.1	\$10.60	8.3%
49	196,555	15,313	\$1,789,820	\$167,916	12.8	\$8.25	9.4%
Local Connector	284,925	41,489	\$4,644,646	\$265,705	6.9	\$15.37	5.7%
219	35,760	6,262	\$711,198	\$37,653	5.7	\$18.84	5.3%
228	52,605	9,582	\$1,051,706	\$55,789	5.5	\$18.93	5.3%
233	27,666	4,087	\$450,646	\$26,173	6.8	\$15.34	5.8%
245	39,924	4,207	\$477,283	\$33,064	9.5	\$11.13	6.9%
251	77,729	9,456	\$1,065,063	\$66,991	8.2	\$12.84	6.3%
257	51,241	7,896	\$888,750	\$46,035	6.5	\$16.45	5.2%
Supplemental	58,942	2,487	\$22,816	26,368	23.7 (13.7)	\$8.42	5.0%
613	12,771	539	\$119,854	\$6,158	23.7 (11.9)	\$8.90	5.1%
617	4,501	145	\$32,246	\$983	30.9 (11.3)	\$6.95	3.0%
619	11,793	608	\$133,264	\$5,760	19.4 (11.3)	\$10.81	4.3%
625	1,922	160	\$33,747	\$1,306	12.0 (11.2)	\$16.88	3.9%
645	8,645	269	\$56,782	\$3,384	32.1 (24.4)	\$6.18	6.0%
649	130	36	\$5,866	\$94	3.6 (1.8)	\$44.40	1.6%
651	17,116	550	\$108,722	\$7,260	31.1 (16.8)	\$5.93	6.7%
654	2,064	180	\$32,335	\$1,423	11.5 (11.7)	\$14.98	4.4%
Recreational	69,725	4,134	\$829,514	\$188,228	16.9	\$9.20	22.7%
66	69,725	4,134	\$829,514	\$188,228	16.9	\$9.20	22.7%
Rural	100,436	19,636	\$2,422,709	\$87,107	5.1	\$23.23	3.6%
61	36,118	9,192	\$1,139,153	\$35,722	3.9	\$30.55	3.1%
68	64,318	10,444	\$1,283,556	\$51,385	6.2	\$19.16	4.0%
Partnership	4,558	2,082	\$324,487	\$4,952	2.2	\$70.10	1.5%
622	4,558	2,082	\$324,487	\$4,952	2.2	\$70.10	1.5%
Yellow Bus	88,863	1,246	\$1,001,822	\$428,306	-	\$6.45	42.8%
Hidden Valley	6,344	180	\$500,911	\$30,281	-	\$74.19	6.0%
White Hill	82,519	1,066	\$500,911	\$398,025	-	\$1.25	79.5%
Demand Response	64,530	33,562	\$5,670,516	\$163,064	1.9	\$85.35	2.9%
Local Paratransit	56,073	31,024	\$4,836,497	\$126,124	1.8	\$84.00	2.6%
Connect	5,255	880	\$623,023	\$27,597	6.0	\$113.31	4.4%
Novato DAR	2,557	1,267	\$183,746	\$8,307	2.0	\$68.61	4.5%
Dillon DAR	448	260	\$18,167	\$727	1.7	\$38.93	4.0%
Pt Reyes DAR	197	131	\$9,083	\$309	1.5	\$44.54	3.4%
Other Services	13,713	-	\$385,323	\$16,521	-	\$26.89	4.3%
Volunteer Driver	9,613	-	\$133,794	-	-	\$13.92	0.0%
Catch-A-Ride	4,100	-	\$251,529	\$16,521	-	\$57.32	6.6%
Total	2,422,968	218,318	\$32,622,773	\$2,900,655	11.1	\$12.27	8.9%

Notes: Values in red indicate performance that does not meet District targets



Attachment A: Productivity and Subsidy Charts

- Figure 1 FY 2021/22 Passengers per Revenue Hour by Route
- Figure 2 FY 2021/22 Subsidy per Passenger by Route



Figure 1: FY 2021/22 Passengers per Revenue Hour by Route

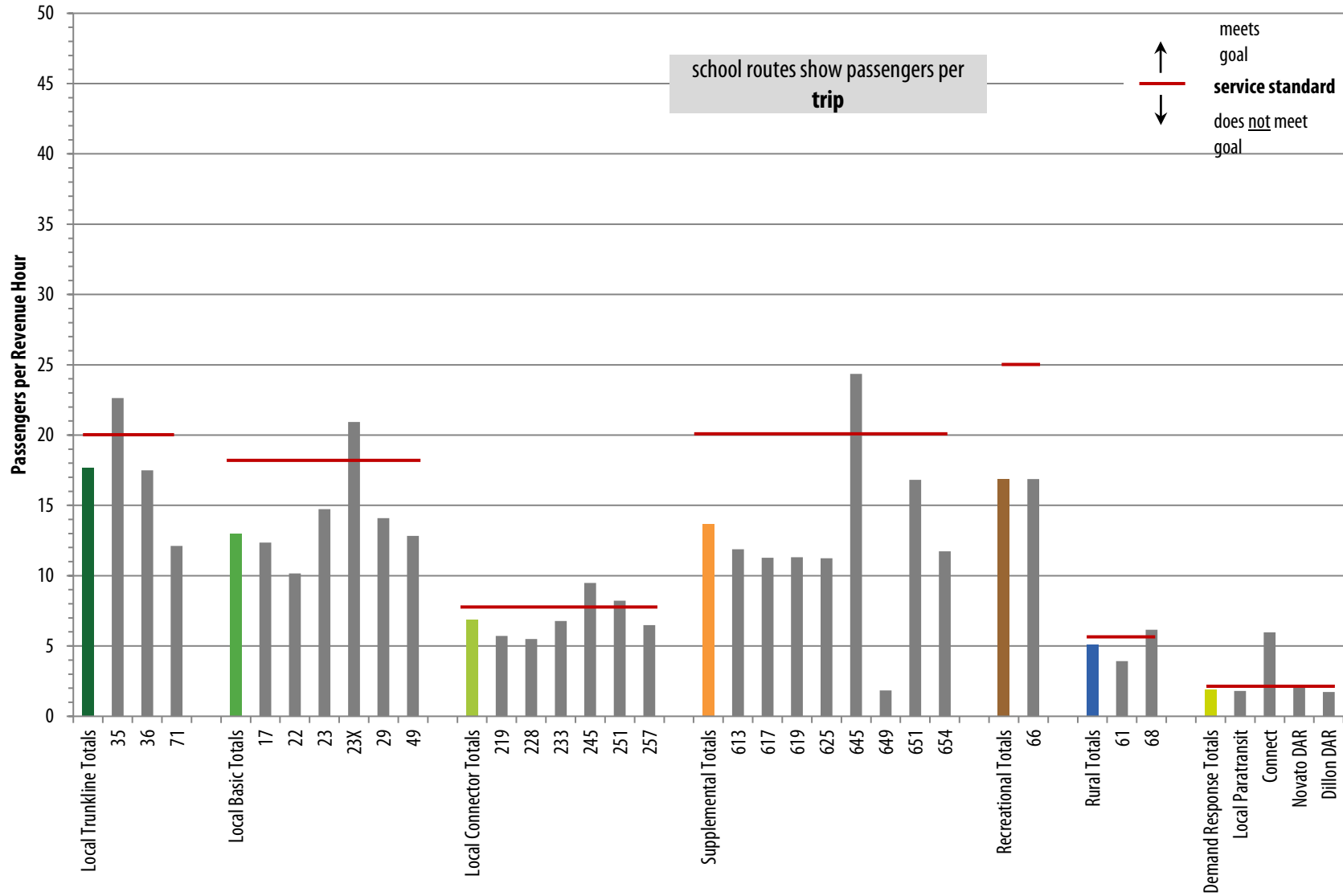
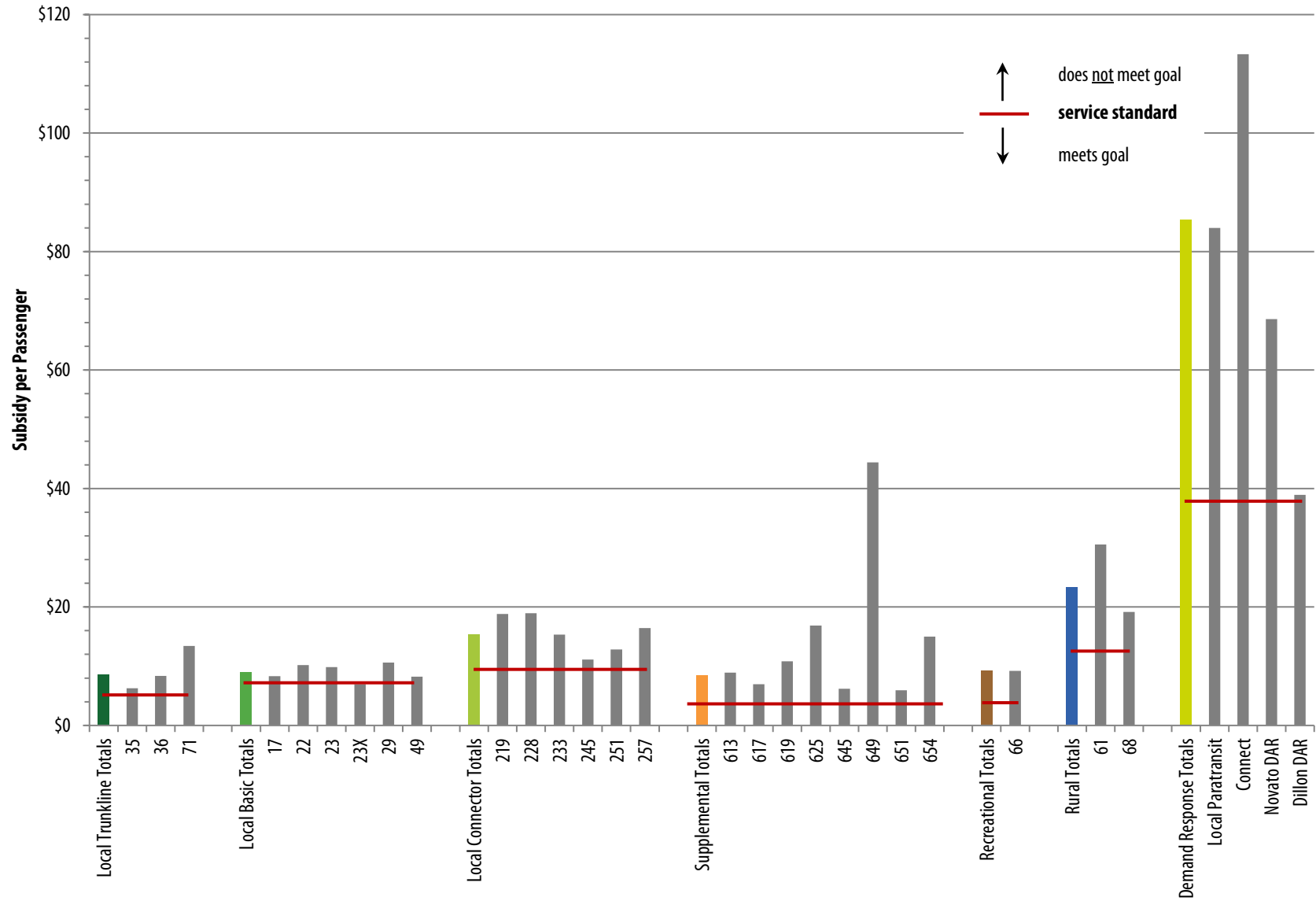


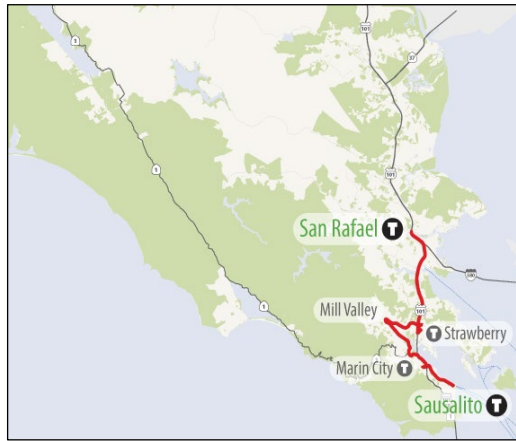
Figure 2: FY 2021/22 Subsidy per Passenger by Route



Attachment B: Route Profiles

17	Sausalito – Marin City – Mill Valley – San Rafael
22	San Rafael Transit Center – San Anselmo – Marin City
23	Fairfax – San Anselmo – San Rafael – Canal
23X	Manor – Fairfax – San Anselmo – San Rafael – Canal
29	Canal – San Rafael Transit Center – Larkspur – College of Marin – Marin General
35	Canal – San Rafael Transit Center – Marin Civic Center – Northgate Mall – Novato
36	Canal – San Rafael Transit Center – Marin City
49	Novato – Ignacio – Hamilton – Marin Civic Center – San Rafael Transit Center
61	West Marin Stagecoach (Sausalito – Marin City – Mill Valley – Stinson Beach – Bolinas)
66	Muir Woods Shuttle
68	West Marin Stagecoach (San Rafael Transit Center – San Anselmo – Pt. Reyes Station – Inverness)
71	Novato – San Rafael Transit Center – Marin City – Sausalito
219	Tiburon – Strawberry
228	San Rafael Transit Center – Larkspur – San Anselmo – Fairfax
233	Santa Venetia – Marin Civic Center – San Rafael Transit Center
245	San Rafael Transit Center – Northgate Mall – Kaiser – Smith Ranch Road
251	San Marin – Novato – Vintage Oaks – IVC – Ignacio – Hamilton
257	San Rafael – Northgate Mall – Kaiser – Marinwood – Hamilton – Ignacio – IVC
613	Redwood High School – Paradise Cay
617	Neil Cummins / Hall Middle School – E. Corte Madera – Cove School
619	Tiburon – Belvedere – Redwood High School
622	San Rafael Transit Center – San Anselmo – College of Marin
625	Lagunitas – Sir Francis Drake HS – San Anselmo – San Rafael
645	Terra Linda High School – San Rafael
649	Hamilton – Novato High School
651	Hamilton – Ignacio – San Jose Middle School – Novato High School – San Marin High School
654	Olive – San Marin High School – Sinaloa Middle School – Novato
Hdn Valley	Ross Valley Yellow Bus (Fairfax – San Anselmo – Hidden Valley ES)
White Hill	Ross Valley Yellow Bus (San Anselmo – Sleepy Hollow – Fairfax – White Hill MS)

Note: At the start of FY 2021/22, the Supplemental route numbers were changed from 100-series numbers to 600-series numbers to avoid confusion with Golden Gate Transit's new numbering scheme. Supplemental lines serve the same routes as their 100-series counterparts in years prior.



Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **30 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wked): **60 min**

FY 2022 Farebox Recovery: **11%**
 % transfer (to route): **54%**
 % Clipper usage: **16%**

FY 2021/22 DATA

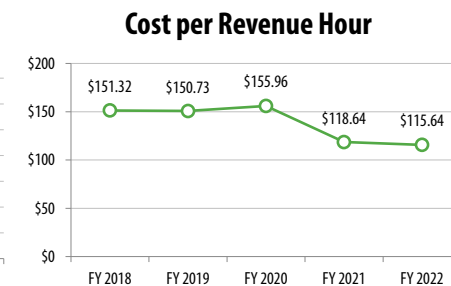
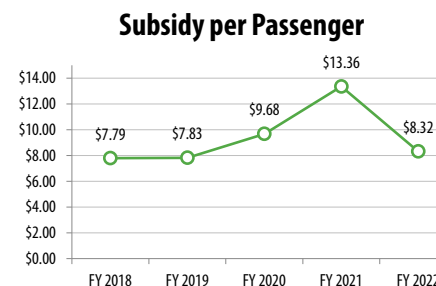
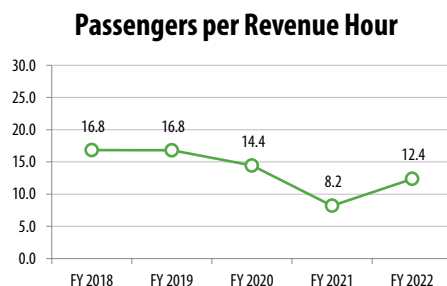
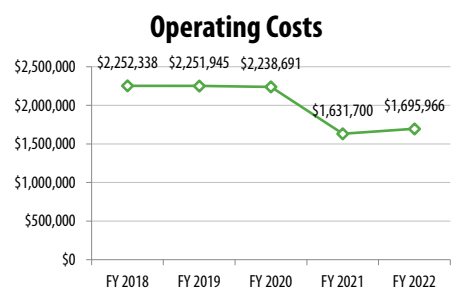
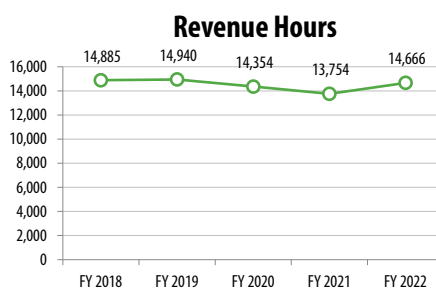
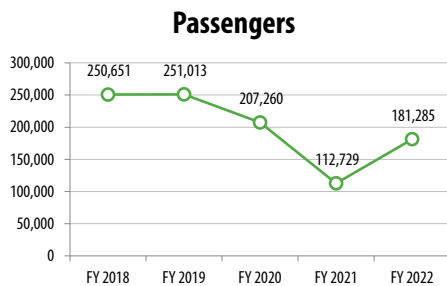
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	142,963	11,914	563	11,447	954	45	170,104	14,175	670
Saturday	19,597	1,633	392	1,457	121	29	23,083	1,924	462
Sunday	18,725	1,560	307	1,762	147	29	26,990	2,249	442
Total	181,285	15,107	497	14,666	1,222	40	220,177	18,348	603

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$1,322,286	\$110,191	\$5,206	\$146,968	\$12,247	\$579	\$1,175,318	\$97,943	\$4,627
Saturday	\$170,137	\$14,178	\$3,403	\$20,540	\$1,712	\$411	\$149,597	\$12,466	\$2,992
Sunday	\$203,543	\$16,962	\$3,337	\$21,064	\$1,755	\$345	\$182,479	\$15,207	\$2,991
Total	\$1,695,966	\$141,331	\$4,646	\$188,572	\$15,714	\$517	\$1,507,394	\$125,616	\$4,130

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	12.5	\$8.22		11.1%
Saturday	13.5	\$7.63		12.1%
Sunday	10.6	\$9.75		10.3%
Total	12.4	\$8.32	\$115.64	11.1%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	250,651	14,885	\$2,252,338	\$298,773	\$1,953,565	16.8	\$7.79	\$151.32	13.3%
FY 2019	251,013	14,940	\$2,251,945	\$287,550	\$1,964,395	16.8	\$7.83	\$150.73	12.8%
FY 2020	207,260	14,354	\$2,238,691	\$233,073	\$2,005,618	14.4	\$9.68	\$155.96	10.4%
FY 2021	112,729	13,754	\$1,631,700	\$125,958	\$1,505,742	8.2	\$13.36	\$118.64	7.7%
FY 2022	181,285	14,666	\$1,695,966	\$188,572	\$1,507,394	12.4	\$8.32	\$115.64	11.1%





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **30 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wked): **60 min**

FY 2022 Farebox Recovery: **10%**
 % transfer (to route): **57%**
 % Clipper usage: **16%**

FY 2021/22 DATA

	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	97,143	8,095	382	9,155	763	36	124,133	10,344	489
Saturday	11,046	921	221	1,124	94	22	18,333	1,528	367
Sunday	10,201	850	167	1,371	114	22	22,295	1,858	365
Total	118,390	9,866	324	11,650	971	32	164,761	13,730	451

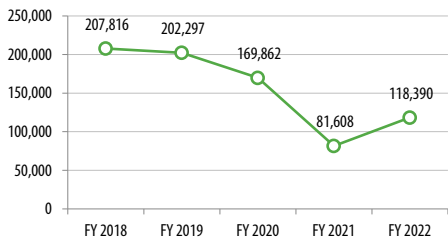
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$1,045,427	\$87,119	\$4,116	\$107,197	\$8,933	\$422	\$938,230	\$78,186	\$3,694
Saturday	\$131,612	\$10,968	\$2,632	\$11,732	\$978	\$235	\$119,880	\$9,990	\$2,398
Sunday	\$160,444	\$13,370	\$2,630	\$11,202	\$934	\$184	\$149,242	\$12,437	\$2,447
Total	\$1,337,483	\$111,457	\$3,664	\$130,131	\$10,844	\$357	\$1,207,352	\$100,613	\$3,308

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	10.6	\$9.66		10.3%
Saturday	9.8	\$10.85		8.9%
Sunday	7.4	\$14.63		7.0%
Total	10.2	\$10.20	\$114.80	9.7%

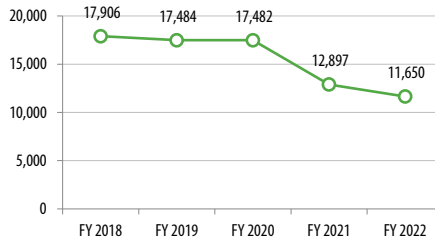
Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	207,816	17,906	\$1,825,020	\$256,290	\$1,568,730	11.6	\$7.55	\$101.92	14.0%
FY 2019	202,297	17,484	\$1,739,758	\$243,247	\$1,496,511	11.6	\$7.40	\$99.51	14.0%
FY 2020	169,862	17,482	\$1,822,327	\$206,656	\$1,615,671	9.7	\$9.51	\$104.24	11.3%
FY 2021	81,608	12,897	\$1,390,098	\$96,192	\$1,293,906	6.3	\$15.86	\$107.78	6.9%
FY 2022	118,390	11,650	\$1,337,483	\$130,131	\$1,207,352	10.2	\$10.20	\$114.80	9.7%

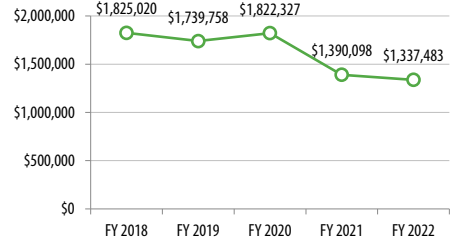
Passengers



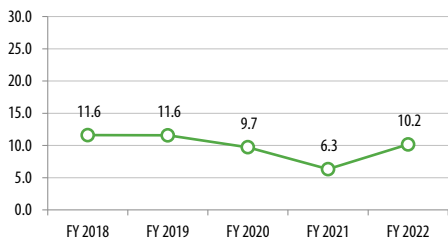
Revenue Hours



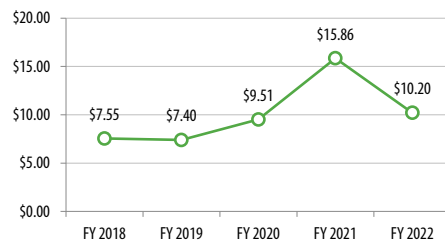
Operating Costs



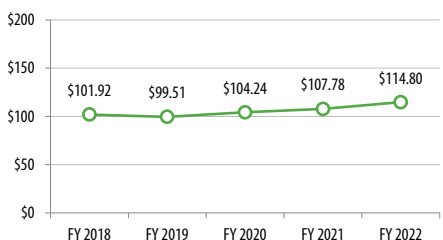
Passengers per Revenue Hour



Subsidy per Passenger



Cost per Revenue Hour





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wked): **60 min**

FY 2022 Farebox Recovery: **9%**
 % transfer (to route): **36%**
 % Clipper usage: **10%**

FY 2021/22 DATA

	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	124,246	10,354	489	8,083	674	32	65,057	5,421	256
Saturday	19,952	1,663	399	1,379	115	28	11,095	925	222
Sunday	18,986	1,582	311	1,616	135	26	13,056	1,088	214
Total	163,184	13,599	447	11,078	923	30	89,208	7,434	244

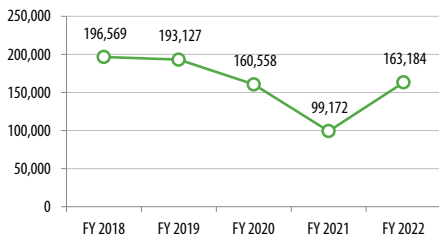
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$1,293,434	\$107,786	\$5,092	\$124,729	\$10,394	\$491	\$1,168,705	\$97,392	\$4,601
Saturday	\$220,631	\$18,386	\$4,413	\$19,963	\$1,664	\$399	\$200,668	\$16,722	\$4,013
Sunday	\$258,366	\$21,531	\$4,236	\$20,000	\$1,667	\$328	\$238,366	\$19,864	\$3,908
Total	\$1,772,431	\$147,703	\$4,856	\$164,692	\$13,724	\$451	\$1,607,739	\$133,978	\$4,405

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	15.4	\$9.41		9.6%
Saturday	14.5	\$10.06		9.0%
Sunday	11.8	\$12.55		7.7%
Total	14.7	\$9.85	\$160.00	9.3%

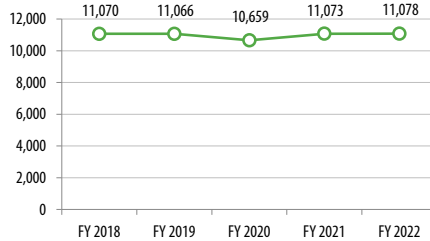
Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	196,569	11,070	\$1,618,197	\$230,746	\$1,387,451	17.8	\$7.06	\$146.18	14.3%
FY 2019	193,127	11,066	\$1,610,256	\$213,610	\$1,396,646	17.5	\$7.23	\$145.52	13.3%
FY 2020	160,558	10,659	\$1,615,755	\$171,943	\$1,443,812	15.1	\$8.99	\$151.59	10.6%
FY 2021	99,172	11,073	\$1,711,683	\$112,418	\$1,599,265	9.0	\$16.13	\$154.58	6.6%
FY 2022	163,184	11,078	\$1,772,431	\$164,692	\$1,607,739	14.7	\$9.85	\$160.00	9.3%

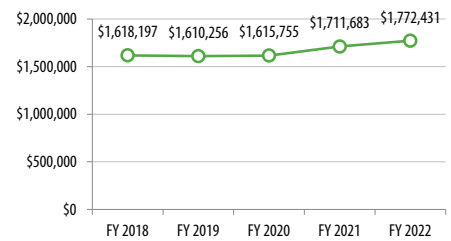
Passengers



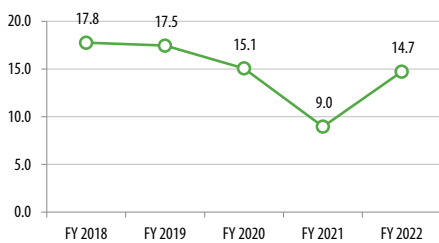
Revenue Hours



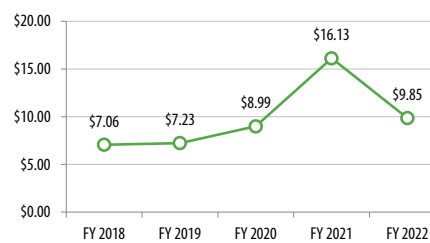
Operating Costs



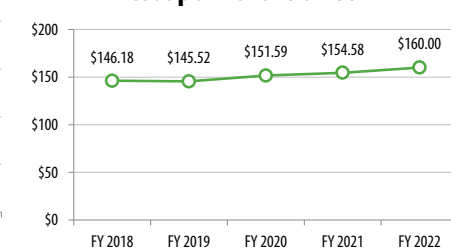
Passengers per Revenue Hour

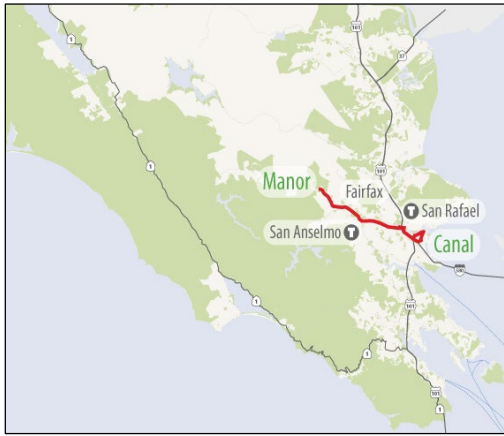


Subsidy per Passenger



Cost per Revenue Hour





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **11%**
 % transfer (to route): **25%**
 % Clipper usage: **10%**

FY 2021/22 DATA

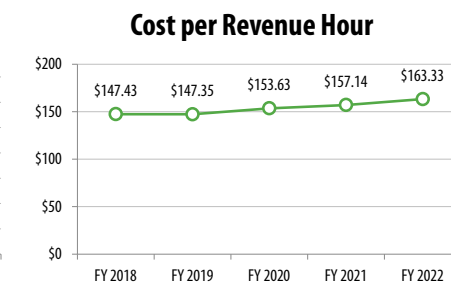
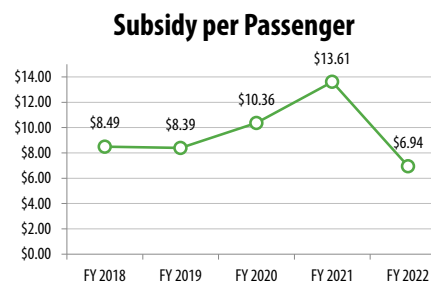
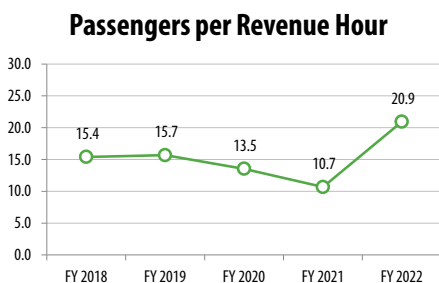
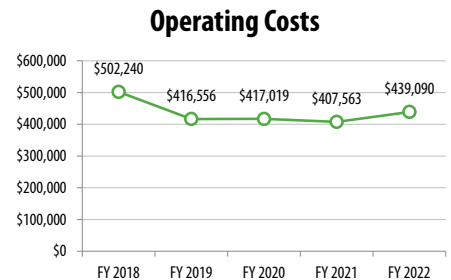
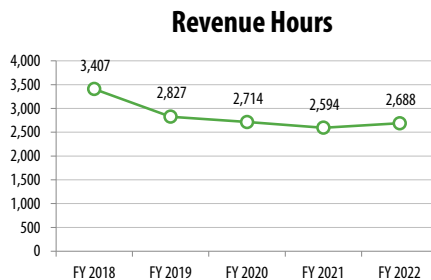
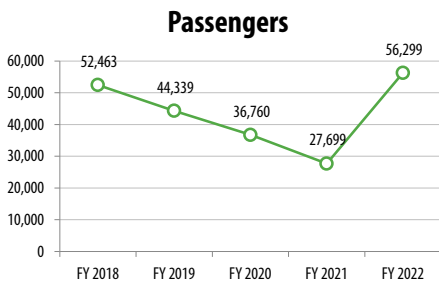
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	56,299	4,692	222	2,688	224	11	27,475	2,290	108
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	56,299	4,692	220	2,688	224	11	27,475	2,290	107

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$439,090	\$36,591	\$1,729	\$48,226	\$4,019	\$190	\$390,864	\$32,572	\$1,539
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$439,090	\$36,591	\$1,715	\$48,226	\$4,019	\$188	\$390,864	\$32,572	\$1,527

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	20.9	\$6.94		11.0%
Saturday	-	\$-		-%
Sunday	-	\$-		-%
Total	20.9	\$6.94	\$163.33	11.0%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	52,463	3,407	\$502,240	\$56,785	\$445,455	15.4	\$8.49	\$147.43	11.3%
FY 2019	44,339	2,827	\$416,556	\$44,534	\$372,022	15.7	\$8.39	\$147.35	10.7%
FY 2020	36,760	2,714	\$417,019	\$36,294	\$380,725	13.5	\$10.36	\$153.63	8.7%
FY 2021	27,699	2,594	\$407,563	\$30,697	\$376,866	10.7	\$13.61	\$157.14	7.5%
FY 2022	56,299	2,688	\$439,090	\$48,226	\$390,864	20.9	\$6.94	\$163.33	11.0%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **8%**
 % transfer (to route): **29%**
 % Clipper usage: **9%**

FY 2021/22 DATA

	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	36,792	3,066	145	2,610	218	10	29,663	2,472	117
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	36,792	3,066	144	2,610	218	10	29,663	2,472	116

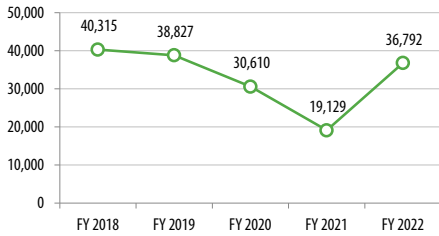
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$425,239	\$35,437	\$1,674	\$35,297	\$2,941	\$139	\$389,942	\$32,495	\$1,535
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$425,239	\$35,437	\$1,661	\$35,297	\$2,941	\$138	\$389,942	\$32,495	\$1,523

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	14.1	\$10.60		8.3%
Saturday	-	\$-		-%
Sunday	-	\$-		-%
Total	14.1	\$10.60	\$162.92	8.3%

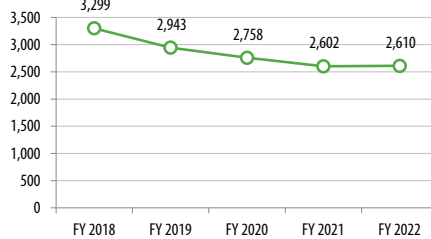
Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	40,315	3,299	\$487,313	\$45,550	\$441,763	12.2	\$10.96	\$147.71	9.3%
FY 2019	38,827	2,943	\$433,463	\$38,887	\$394,576	13.2	\$10.16	\$147.27	9.0%
FY 2020	30,610	2,758	\$423,609	\$32,412	\$391,197	11.1	\$12.78	\$153.58	7.7%
FY 2021	19,129	2,602	\$407,125	\$22,377	\$384,748	7.4	\$20.11	\$156.46	5.5%
FY 2022	36,792	2,610	\$425,239	\$35,297	\$389,942	14.1	\$10.60	\$162.92	8.3%

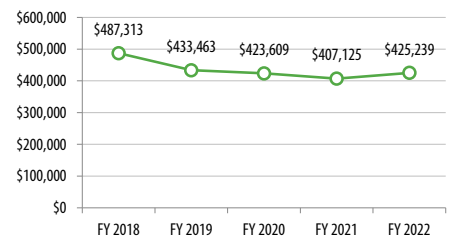
Passengers



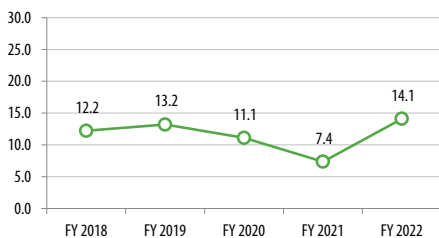
Revenue Hours



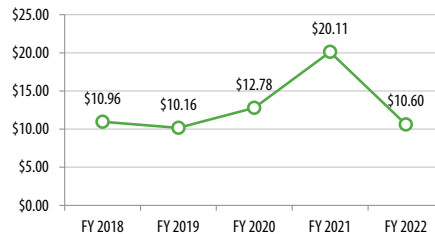
Operating Costs



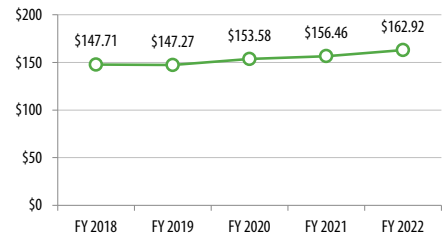
Passengers per Revenue Hour



Subsidy per Passenger



Cost per Revenue Hour





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **30 min**
 Avg Freq (Wkdy Non-Peak): **30 min**
 Avg Freq (Wkded): **30 min**

FY 2022 Farebox Recovery: **13%**
 % transfer (to route): **31%**
 % Clipper usage: **7%**

FY 2021/22 DATA

	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	386,311	32,193	1,521	16,512	1,376	65	208,491	17,374	821
Saturday	62,578	5,215	1,252	2,740	228	55	36,323	3,027	726
Sunday	62,701	5,225	1,028	3,345	279	55	44,721	3,727	733
Total	511,590	42,633	1,402	22,597	1,883	62	289,535	24,128	793

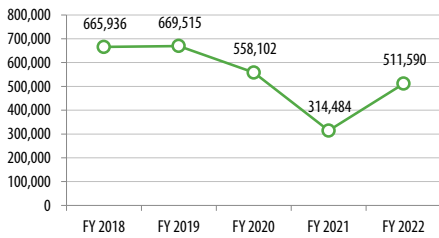
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$2,702,495	\$225,208	\$10,640	\$358,407	\$29,867	\$1,411	\$2,344,088	\$195,341	\$9,229
Saturday	\$451,137	\$37,595	\$9,023	\$61,747	\$5,146	\$1,235	\$389,390	\$32,449	\$7,788
Sunday	\$551,027	\$45,919	\$9,033	\$65,196	\$5,433	\$1,069	\$485,831	\$40,486	\$7,964
Total	\$3,704,659	\$308,722	\$10,150	\$485,350	\$40,446	\$1,330	\$3,219,309	\$268,276	\$8,820

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	23.4	\$6.07		13.3%
Saturday	22.8	\$6.22		13.7%
Sunday	18.7	\$7.75		11.8%
Total	22.6	\$6.29	\$163.94	13.1%

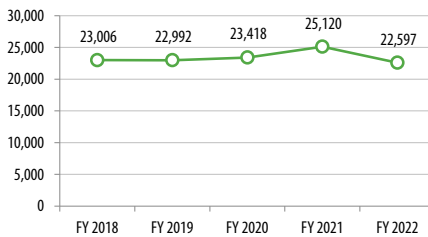
Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	665,936	23,006	\$3,476,029	\$697,189	\$2,778,840	28.9	\$4.17	\$151.09	20.1%
FY 2019	669,515	22,992	\$3,462,742	\$659,862	\$2,802,880	29.1	\$4.19	\$150.60	19.1%
FY 2020	558,102	23,418	\$3,641,131	\$549,269	\$3,091,862	23.8	\$5.54	\$155.48	15.1%
FY 2021	314,484	25,120	\$3,951,176	\$333,734	\$3,617,442	12.5	\$11.50	\$157.29	8.4%
FY 2022	511,590	22,597	\$3,704,659	\$485,350	\$3,219,309	22.6	\$6.29	\$163.94	13.1%

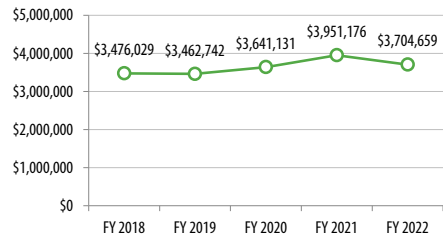
Passengers



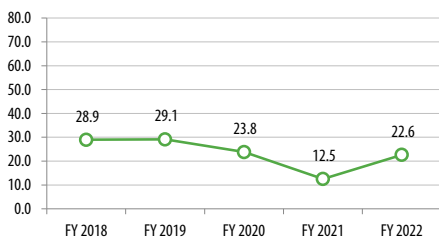
Revenue Hours



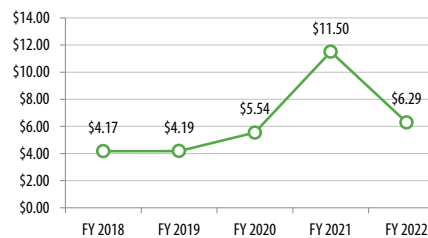
Operating Costs



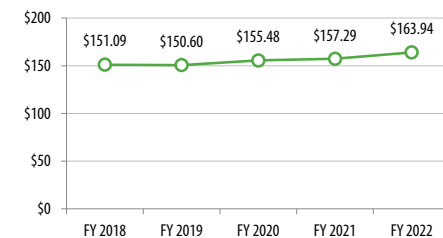
Passengers per Revenue Hour



Subsidy per Passenger



Cost per Revenue Hour





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **30 min**
 Avg Freq (Wkdy Non-Peak): **30 min**
 Avg Freq (Wked): **30 min**

FY 2022 Farebox Recovery: **11%**
 % transfer (to route): **37%**
 % Clipper usage: **7%**

FY 2021/22 DATA

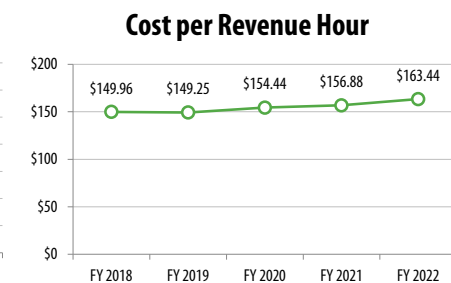
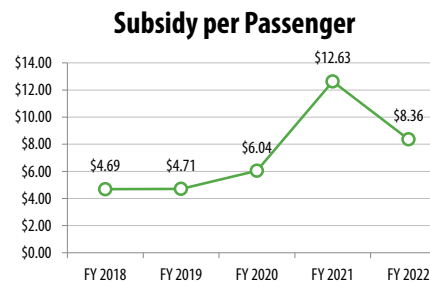
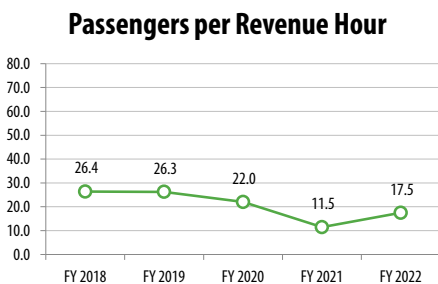
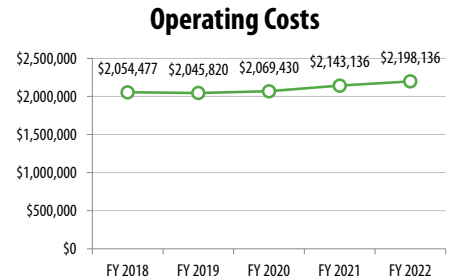
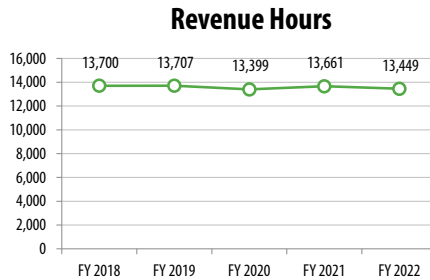
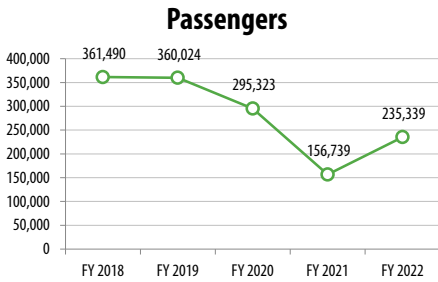
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	179,689	14,974	707	9,821	818	39	128,856	10,738	507
Saturday	27,431	2,286	549	1,635	136	33	22,018	1,835	440
Sunday	28,219	2,352	463	1,994	166	33	26,879	2,240	441
Total	235,339	19,612	645	13,449	1,121	37	177,753	14,813	487

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$1,603,367	\$133,614	\$6,312	\$172,944	\$14,412	\$681	\$1,430,423	\$119,202	\$5,632
Saturday	\$267,938	\$22,328	\$5,359	\$27,746	\$2,312	\$555	\$240,192	\$20,016	\$4,804
Sunday	\$326,831	\$27,236	\$5,358	\$30,237	\$2,520	\$496	\$296,594	\$24,716	\$4,862
Total	\$2,198,136	\$183,178	\$6,022	\$230,927	\$19,244	\$633	\$1,967,209	\$163,934	\$5,390

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	18.3	\$7.96		10.8%
Saturday	16.8	\$8.76		10.4%
Sunday	14.2	\$10.51		9.3%
Total	17.5	\$8.36	\$163.44	10.5%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	361,490	13,700	\$2,054,477	\$359,118	\$1,695,359	26.4	\$4.69	\$149.96	17.5%
FY 2019	360,024	13,707	\$2,045,820	\$350,055	\$1,695,765	26.3	\$4.71	\$149.25	17.1%
FY 2020	295,323	13,399	\$2,069,430	\$284,676	\$1,784,754	22.0	\$6.04	\$154.44	13.8%
FY 2021	156,739	13,661	\$2,143,136	\$163,648	\$1,979,488	11.5	\$12.63	\$156.88	7.6%
FY 2022	235,339	13,449	\$2,198,136	\$230,927	\$1,967,209	17.5	\$8.36	\$163.44	10.5%





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **30 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wkded): **60 min**

FY 2022 Farebox Recovery: **9%**
 % transfer (to route): **32%**
 % Clipper usage: **11%**

FY 2021/22 DATA

	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	170,607	14,217	672	12,519	1,043	49	204,103	17,009	804
Saturday	12,597	1,050	252	1,260	105	25	23,229	1,936	465
Sunday	13,351	1,113	219	1,535	128	25	28,204	2,350	462
Total	196,555	16,380	539	15,313	1,276	42	255,536	21,295	700

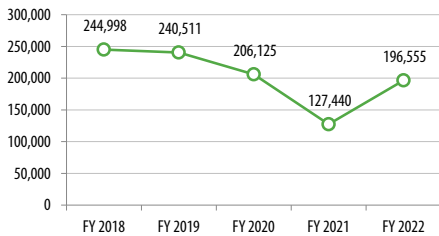
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$1,462,053	\$121,838	\$5,756	\$143,236	\$11,936	\$564	\$1,318,817	\$109,901	\$5,192
Saturday	\$147,860	\$12,322	\$2,957	\$11,577	\$965	\$232	\$136,283	\$11,357	\$2,726
Sunday	\$179,907	\$14,992	\$2,949	\$13,103	\$1,092	\$215	\$166,804	\$13,900	\$2,734
Total	\$1,789,820	\$149,152	\$4,904	\$167,916	\$13,993	\$460	\$1,621,904	\$135,159	\$4,444

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	13.6	\$7.73		9.8%
Saturday	10.0	\$10.82		7.8%
Sunday	8.7	\$12.49		7.3%
Total	12.8	\$8.25	\$116.88	9.4%

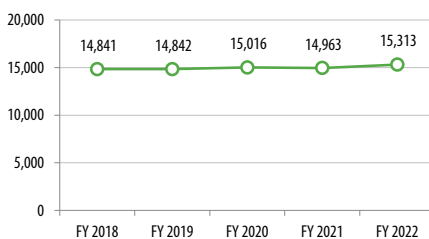
Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	244,998	14,841	\$1,458,817	\$259,446	\$1,199,371	16.5	\$4.90	\$98.29	17.8%
FY 2019	240,511	14,842	\$1,526,326	\$231,370	\$1,294,956	16.2	\$5.38	\$102.83	15.2%
FY 2020	206,125	15,016	\$1,610,119	\$199,527	\$1,410,592	13.7	\$6.84	\$107.23	12.4%
FY 2021	127,440	14,963	\$1,623,022	\$126,561	\$1,496,461	8.5	\$11.74	\$108.47	7.8%
FY 2022	196,555	15,313	\$1,789,820	\$167,916	\$1,621,904	12.8	\$8.25	\$116.88	9.4%

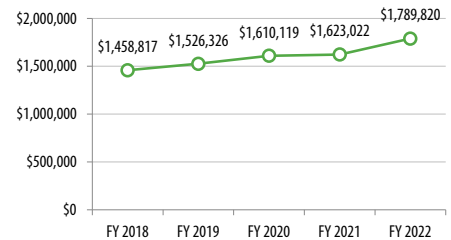
Passengers



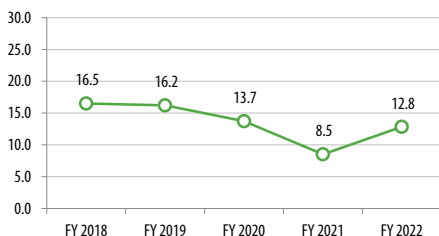
Revenue Hours



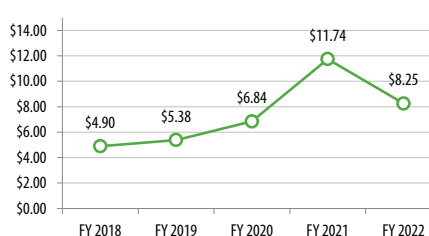
Operating Costs



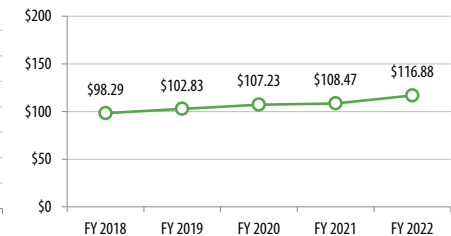
Passengers per Revenue Hour



Subsidy per Passenger



Cost per Revenue Hour





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **8 trips**
 Avg Freq (Wkdy Non-Peak): **-**
 Avg Freq (Wked): **16 trips**

FY 2022 Farebox Recovery: **3%**
 % transfer (to route): **19%**
 % Clipper usage: **24%**

FY 2021/22 DATA

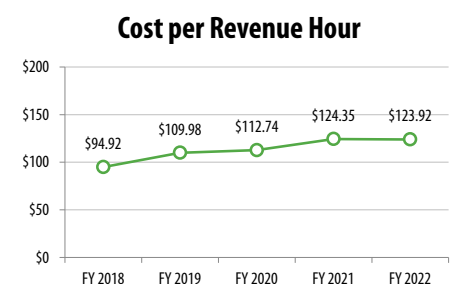
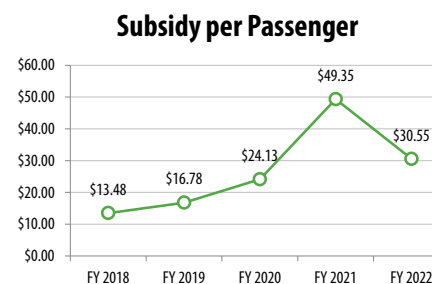
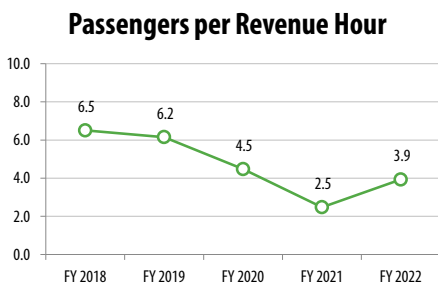
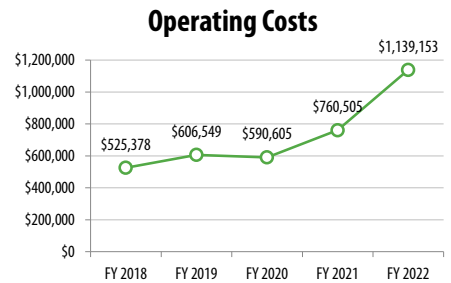
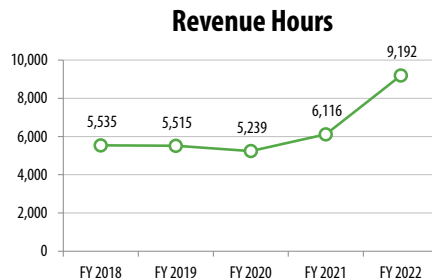
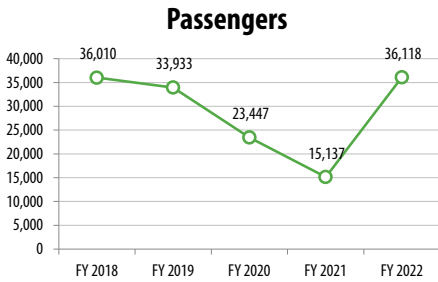
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	24,531	2,044	98	5,908	492	24	97,996	8,166	390
Saturday	5,850	488	117	1,438	120	29	22,362	1,864	447
Sunday	5,737	478	90	1,846	154	29	28,268	2,356	442
Total	36,118	3,010	99	9,192	766	25	148,626	12,386	407

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$740,492	\$61,708	\$2,950	\$24,191	\$2,016	\$96	\$716,301	\$59,692	\$2,854
Saturday	\$174,940	\$14,578	\$3,499	\$5,888	\$491	\$118	\$169,052	\$14,088	\$3,381
Sunday	\$223,721	\$18,643	\$3,496	\$5,643	\$470	\$88	\$218,078	\$18,173	\$3,407
Total	\$1,139,153	\$94,929	\$3,121	\$35,722	\$2,977	\$98	\$1,103,431	\$91,953	\$3,023

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	4.2	\$29.20		3.3%
Saturday	4.1	\$28.90		3.4%
Sunday	3.1	\$38.01		2.5%
Total	3.9	\$30.55	\$123.92	3.1%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	36,010	5,535	\$525,378	\$40,082	\$485,296	6.5	\$13.48	\$94.92	7.6%
FY 2019	33,933	5,515	\$606,549	\$37,195	\$569,354	6.2	\$16.78	\$109.98	6.1%
FY 2020	23,447	5,239	\$590,605	\$24,737	\$565,868	4.5	\$24.13	\$112.74	4.2%
FY 2021	15,137	6,116	\$760,505	\$13,509	\$746,996	2.5	\$49.35	\$124.35	1.8%
FY 2022	36,118	9,192	\$1,139,153	\$35,722	\$1,103,431	3.9	\$30.55	\$123.92	3.1%





Days of Service: Sa, Su
 Avg Freq (Wkdy Peak): 30 min
 Avg Freq (Wkdy Non-Peak): 30 min
 Avg Freq (Wked): 10-20 min

FY 2022 Farebox Recovery: 23%
 % transfer (to route): N/A
 % Clipper usage: 0%

FY 2021/22 DATA

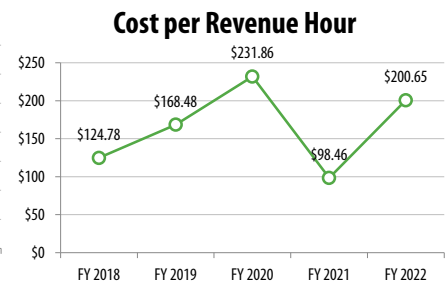
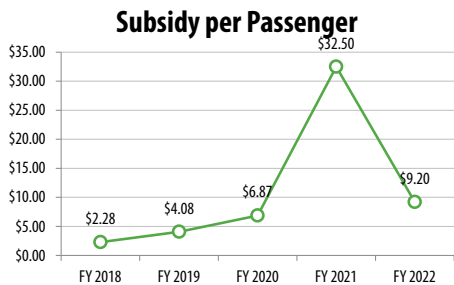
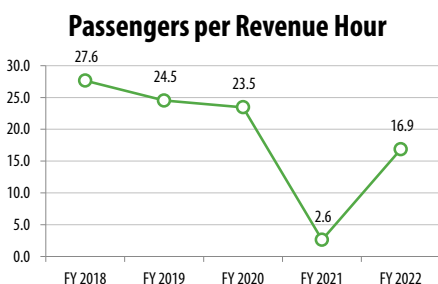
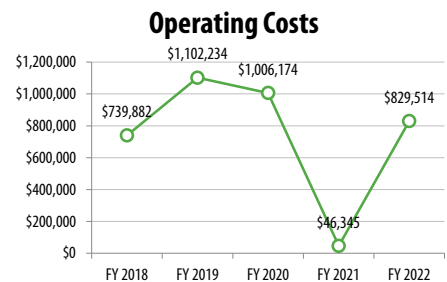
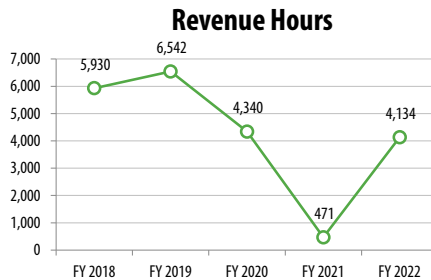
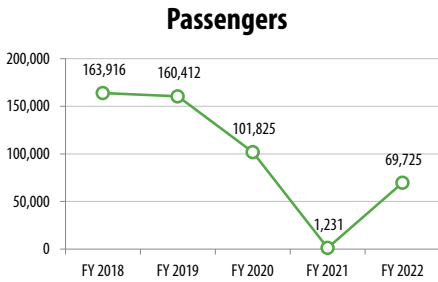
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	1,511	1,511	168	245	245	27	2,563	2,563	285
Saturday	30,998	2,583	620	1,685	140	34	20,976	1,748	420
Sunday	37,216	3,101	555	2,205	184	33	27,450	2,287	410
Total	69,725	5,810	553	4,134	345	33	50,989	4,249	405

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$32,241	\$32,241	\$3,582	\$4,607	\$4,607	\$512	\$27,634	\$27,634	\$3,070
Saturday	\$345,264	\$28,772	\$6,905	\$82,517	\$6,876	\$1,650	\$262,747	\$21,896	\$5,255
Sunday	\$452,009	\$37,667	\$6,746	\$101,104	\$8,425	\$1,509	\$350,905	\$29,242	\$5,237
Total	\$829,514	\$69,126	\$6,583	\$188,228	\$15,686	\$1,494	\$641,286	\$53,441	\$5,090

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	6.2	\$18.29		14.3%
Saturday	18.4	\$8.48		23.9%
Sunday	16.9	\$9.43		22.4%
Total	16.9	\$9.20	\$200.65	22.7%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	163,916	5,930	\$739,882	\$365,872	\$374,010	27.6	\$2.28	\$124.78	49.5%
FY 2019	160,412	6,542	\$1,102,234	\$447,357	\$654,877	24.5	\$4.08	\$168.48	40.6%
FY 2020	101,825	4,340	\$1,006,174	\$306,872	\$699,302	23.5	\$6.87	\$231.86	30.5%
FY 2021	1,231	471	\$46,345	\$6,334	\$40,011	2.6	\$32.50	\$98.46	13.7%
FY 2022	69,725	4,134	\$829,514	\$188,228	\$641,286	16.9	\$9.20	\$200.65	22.7%



Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): **120 min**
 Avg Freq (Wked): **60-120 min**

FY 2022 Farebox Recovery: **4%**
 % transfer (to route): **22%**
 % Clipper usage: **8%**

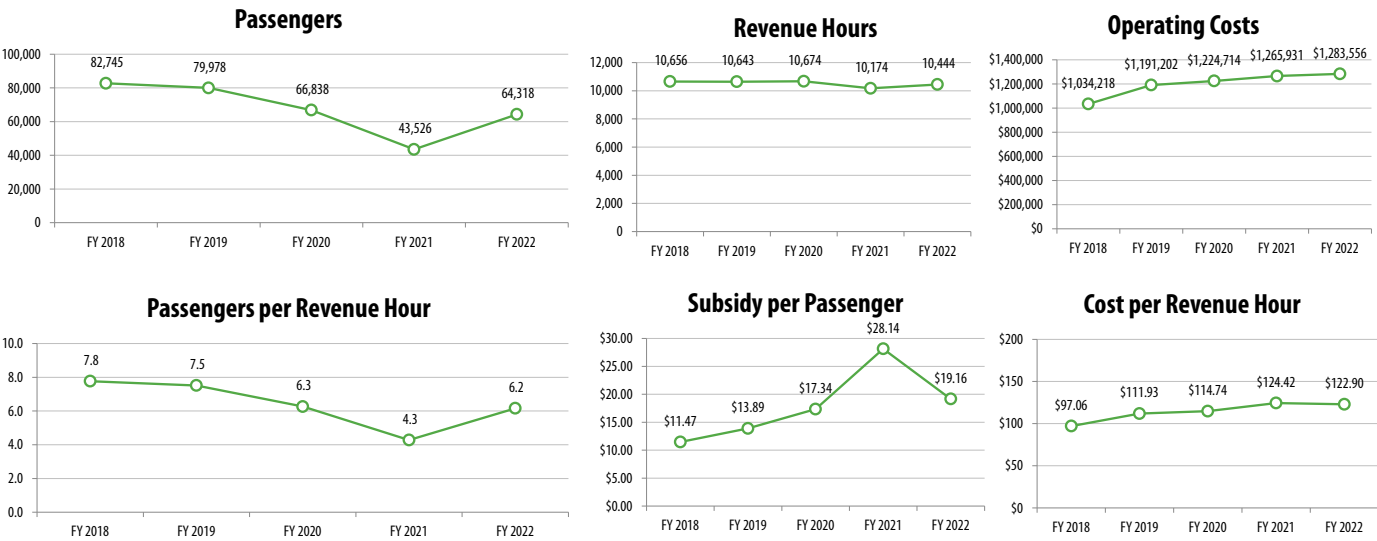


	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	48,811	4,068	194	7,112	593	28	130,208	10,851	519
Saturday	7,951	663	159	1,466	122	29	26,540	2,212	531
Sunday	7,556	630	118	1,866	156	29	33,646	2,804	526
Total	64,318	5,360	176	10,444	870	29	190,394	15,866	522

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$875,510	\$72,959	\$3,488	\$39,236	\$3,270	\$156	\$836,274	\$69,690	\$3,332
Saturday	\$179,709	\$14,976	\$3,594	\$6,260	\$522	\$125	\$173,449	\$14,454	\$3,469
Sunday	\$228,337	\$19,028	\$3,568	\$5,889	\$491	\$92	\$222,448	\$18,537	\$3,476
Total	\$1,283,556	\$106,963	\$3,517	\$51,385	\$4,282	\$141	\$1,232,171	\$102,681	\$3,376

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	6.9	\$17.13		4.5%
Saturday	5.4	\$21.81		3.5%
Sunday	4.0	\$29.44		2.6%
Total	6.2	\$19.16	\$122.90	4.0%

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	82,745	10,656	\$1,034,218	\$85,312	\$948,906	7.8	\$11.47	\$97.06	8.2%
FY 2019	79,978	10,643	\$1,191,202	\$80,221	\$1,110,981	7.5	\$13.89	\$111.93	6.7%
FY 2020	66,838	10,674	\$1,224,714	\$65,793	\$1,158,921	6.3	\$17.34	\$114.74	5.4%
FY 2021	43,526	10,174	\$1,265,931	\$41,064	\$1,224,867	4.3	\$28.14	\$124.42	3.2%
FY 2022	64,318	10,444	\$1,283,556	\$51,385	\$1,232,171	6.2	\$19.16	\$122.90	4.0%





Days of Service: Wkdy, Sa, Su
 Avg Freq (Wkdy Peak): 30 min
 Avg Freq (Wkdy Non-Peak): 60 min
 Avg Freq (Wked): 30 min

FY 2022 Farebox Recovery: 8%
 % transfer (to route): 41%
 % Clipper usage: 13%

FY 2021/22 DATA

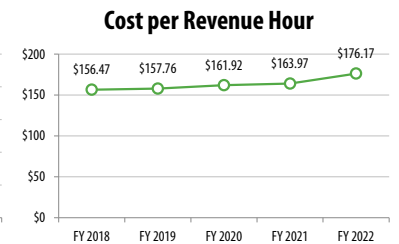
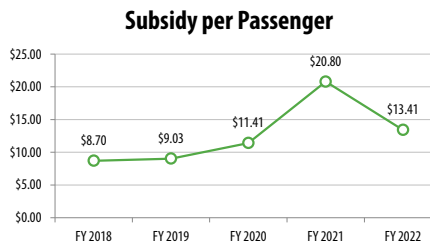
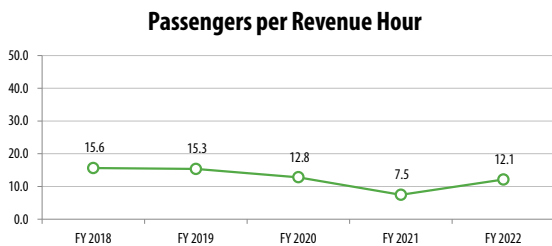
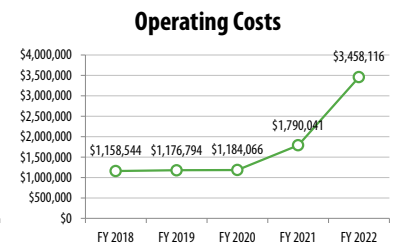
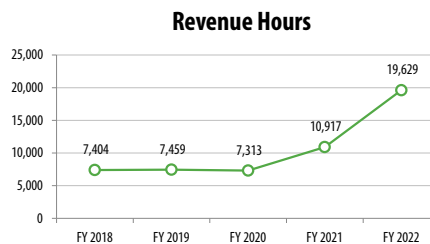
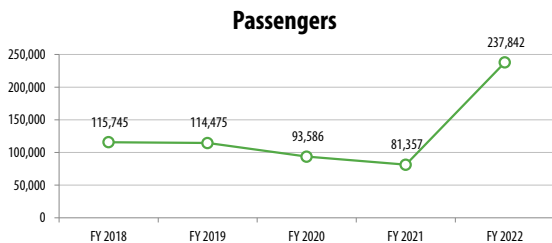
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	169,946	14,162	669	12,970	1,081	51	380,813	31,734	1,499
Saturday	33,900	2,825	678	3,002	250	60	87,557	7,296	1,751
Sunday	33,996	2,833	557	3,657	305	60	106,822	8,902	1,751
Total	237,842	19,820	652	19,629	1,636	54	575,192	47,933	1,576

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$2,288,999	\$190,750	\$9,012	\$192,586	\$16,049	\$758	\$2,096,413	\$174,701	\$8,254
Saturday	\$527,456	\$43,955	\$10,549	\$37,331	\$3,111	\$747	\$490,125	\$40,844	\$9,803
Sunday	\$641,661	\$53,472	\$10,519	\$39,376	\$3,281	\$646	\$602,285	\$50,190	\$9,874
Total	\$3,458,116	\$288,176	\$9,474	\$269,293	\$22,441	\$738	\$3,188,823	\$265,735	\$8,737

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	13.1	\$12.34		8.4%
Saturday	11.3	\$14.46		7.1%
Sunday	9.3	\$17.72		6.1%
Total	12.1	\$13.41	\$176.17	7.8%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	115,745	7,404	\$1,158,544	\$151,857	\$1,006,687	15.6	\$8.70	\$156.47	13.1%
FY 2019	114,475	7,459	\$1,176,794	\$142,958	\$1,033,836	15.3	\$9.03	\$157.76	12.1%
FY 2020	93,586	7,313	\$1,184,066	\$116,335	\$1,067,731	12.8	\$11.41	\$161.92	9.8%
FY 2021	81,357	10,917	\$1,790,041	\$97,824	\$1,692,217	7.5	\$20.80	\$163.97	5.5%
FY 2022	237,842	19,629	\$3,458,116	\$269,293	\$3,188,823	12.1	\$13.41	\$176.17	7.8%





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **30 min**
 Avg Freq (Wkdy Non-Peak): **30 min**
 Avg Freq (Wked): **30 min**

FY 2022 Farebox Recovery: **5%**
 % transfer (to route): **83%**
 % Clipper usage: **10%**

FY 2021/22 DATA

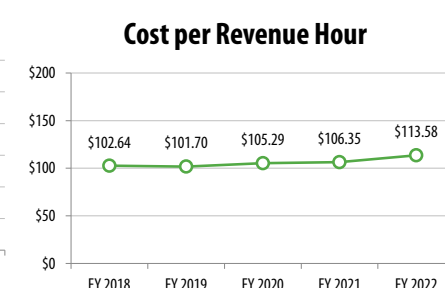
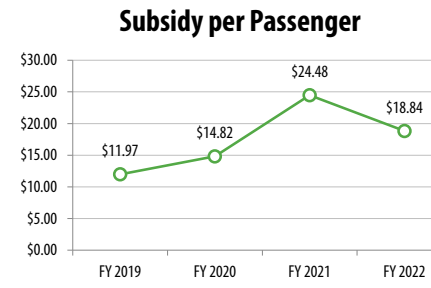
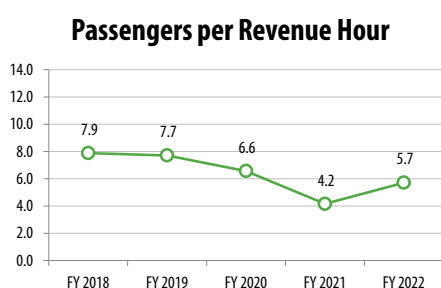
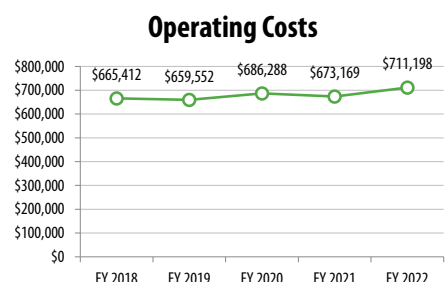
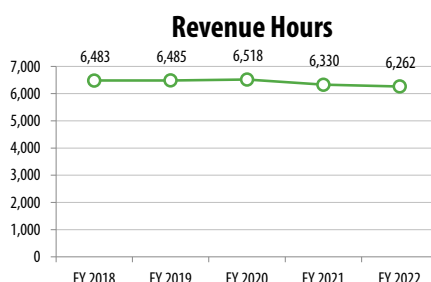
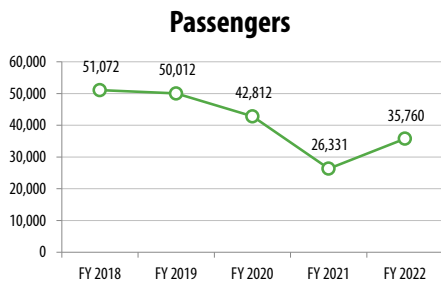
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	26,840	2,237	106	4,903	409	19	69,410	5,784	273
Saturday	4,540	378	91	612	51	12	11,191	933	224
Sunday	4,380	365	72	747	62	12	13,637	1,136	224
Total	35,760	2,980	98	6,262	522	17	94,238	7,853	258

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$554,359	\$46,197	\$2,183	\$29,188	\$2,432	\$115	\$525,171	\$43,764	\$2,068
Saturday	\$70,545	\$5,879	\$1,411	\$4,215	\$351	\$84	\$66,330	\$5,528	\$1,327
Sunday	\$86,294	\$7,191	\$1,415	\$4,250	\$354	\$70	\$82,044	\$6,837	\$1,345
Total	\$711,198	\$59,267	\$1,948	\$37,653	\$3,138	\$103	\$673,545	\$56,129	\$1,845

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	5.5	\$19.57		5.3%
Saturday	7.4	\$14.61		6.0%
Sunday	5.9	\$18.73		4.9%
Total	5.7	\$18.84	\$113.58	5.3%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	51,072	6,483	\$665,412	\$64,723	\$600,689	7.9	\$11.76	\$102.64	9.7%
FY 2019	50,012	6,485	\$659,552	\$60,737	\$598,815	7.7	\$11.97	\$101.70	9.2%
FY 2020	42,812	6,518	\$686,288	\$51,931	\$634,357	6.6	\$14.82	\$105.29	7.6%
FY 2021	26,331	6,330	\$673,169	\$28,676	\$644,493	4.2	\$24.48	\$106.35	4.3%
FY 2022	35,760	6,262	\$711,198	\$37,653	\$673,545	5.7	\$18.84	\$113.58	5.3%





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wked): **60 min**

FY 2022 Farebox Recovery: **5%**
 % transfer (to route): **38%**
 % Clipper usage: **10%**

FY 2021/22 DATA

	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	40,392	3,366	159	6,889	574	27	74,385	6,199	293
Saturday	6,522	544	130	1,214	101	24	13,512	1,126	270
Sunday	5,691	474	93	1,479	123	24	16,407	1,367	269
Total	52,605	4,384	144	9,582	799	26	104,304	8,692	286

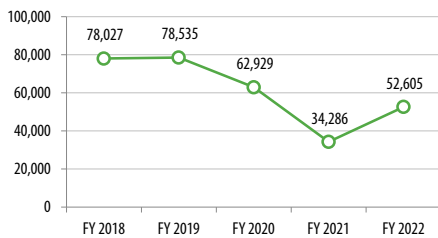
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$755,922	\$62,994	\$2,976	\$42,068	\$3,506	\$166	\$713,854	\$59,488	\$2,810
Saturday	\$133,153	\$11,096	\$2,663	\$7,063	\$589	\$141	\$126,090	\$10,508	\$2,522
Sunday	\$162,631	\$13,553	\$2,666	\$6,658	\$555	\$109	\$155,973	\$12,998	\$2,557
Total	\$1,051,706	\$87,642	\$2,881	\$55,789	\$4,649	\$153	\$995,917	\$82,993	\$2,729

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	5.9	\$17.67		5.6%
Saturday	5.4	\$19.33		5.3%
Sunday	3.8	\$27.41		4.1%
Total	5.5	\$18.93	\$109.75	5.3%

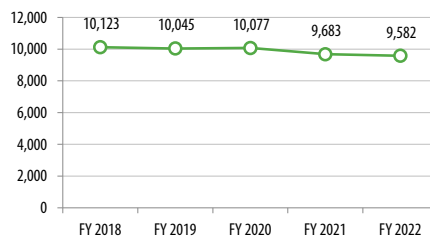
Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	78,027	10,123	\$1,007,459	\$103,529	\$903,930	7.7	\$11.58	\$99.52	10.3%
FY 2019	78,535	10,045	\$980,234	\$96,204	\$884,030	7.8	\$11.26	\$97.59	9.8%
FY 2020	62,929	10,077	\$1,025,336	\$79,024	\$946,312	6.2	\$15.04	\$101.75	7.7%
FY 2021	34,286	9,683	\$1,006,384	\$42,136	\$964,248	3.5	\$28.12	\$103.94	4.2%
FY 2022	52,605	9,582	\$1,051,706	\$55,789	\$995,917	5.5	\$18.93	\$109.75	5.3%

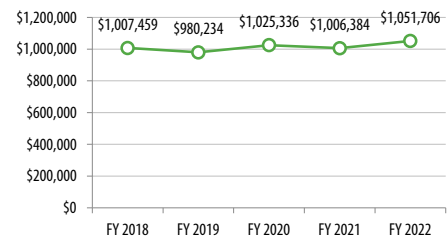
Passengers



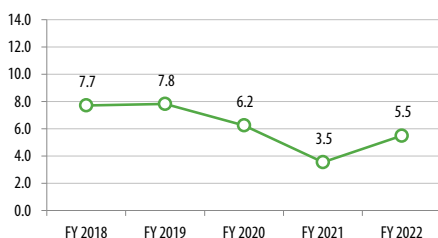
Revenue Hours



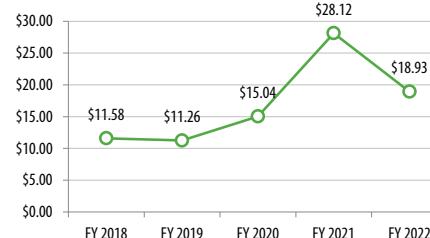
Operating Costs



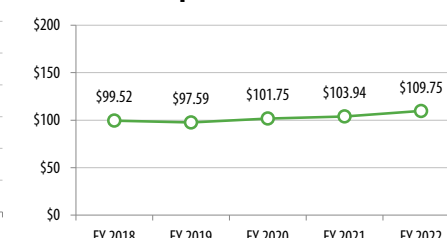
Passengers per Revenue Hour

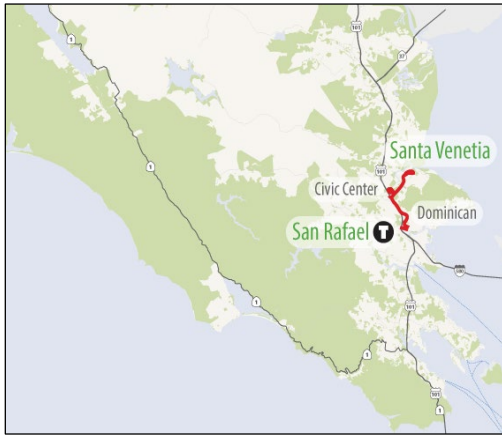


Subsidy per Passenger



Cost per Revenue Hour





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wked): **60 min**

FY 2022 Farebox Recovery: **6%**
 % transfer (to route): **37%**
 % Clipper usage: **10%**

FY 2021/22 DATA

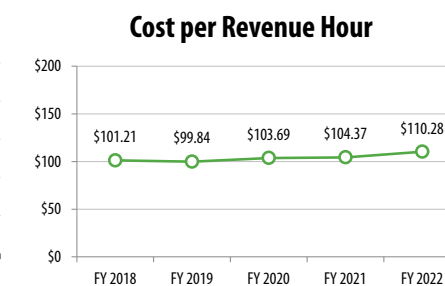
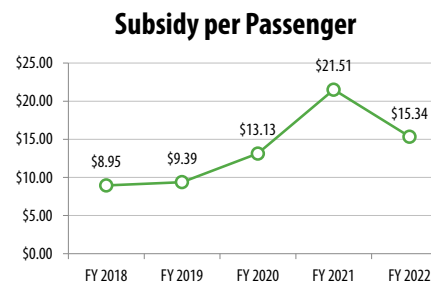
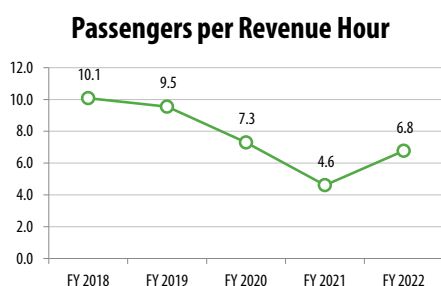
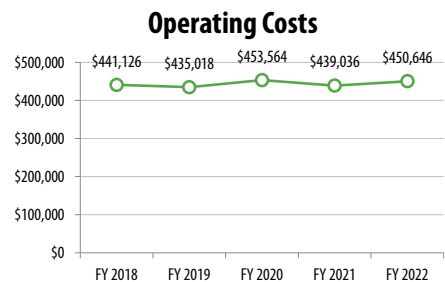
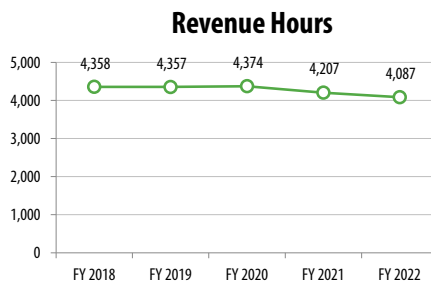
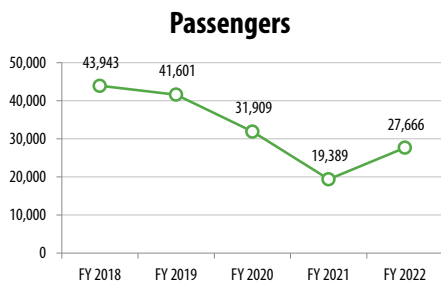
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	24,029	2,002	95	3,032	253	12	37,144	3,095	146
Saturday	1,897	158	38	475	40	9	5,551	463	111
Sunday	1,740	145	29	579	48	9	6,774	564	111
Total	27,666	2,306	76	4,087	341	11	49,468	4,122	136

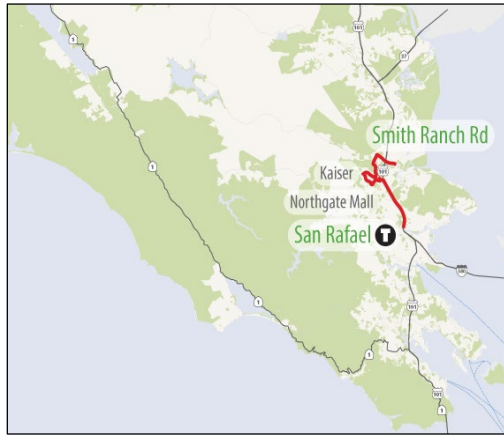
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$334,923	\$27,910	\$1,319	\$22,201	\$1,850	\$87	\$312,722	\$26,060	\$1,231
Saturday	\$52,051	\$4,338	\$1,041	\$2,004	\$167	\$40	\$50,047	\$4,171	\$1,001
Sunday	\$63,672	\$5,306	\$1,044	\$1,968	\$164	\$32	\$61,704	\$5,142	\$1,012
Total	\$450,646	\$37,554	\$1,235	\$26,173	\$2,181	\$72	\$424,473	\$35,373	\$1,163

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	7.9	\$13.01		6.6%
Saturday	4.0	\$26.38		3.9%
Sunday	3.0	\$35.46		3.1%
Total	6.8	\$15.34	\$110.28	5.8%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	43,943	4,358	\$441,126	\$47,757	\$393,369	10.1	\$8.95	\$101.21	10.8%
FY 2019	41,601	4,357	\$435,018	\$44,408	\$390,610	9.5	\$9.39	\$99.84	10.2%
FY 2020	31,909	4,374	\$453,564	\$34,554	\$419,010	7.3	\$13.13	\$103.69	7.6%
FY 2021	19,389	4,207	\$439,036	\$21,888	\$417,148	4.6	\$21.51	\$104.37	5.0%
FY 2022	27,666	4,087	\$450,646	\$26,173	\$424,473	6.8	\$15.34	\$110.28	5.8%





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wked): **60 min**

FY 2022 Farebox Recovery: **7%**
 % transfer (to route): **33%**
 % Clipper usage: **6%**

FY 2021/22 DATA

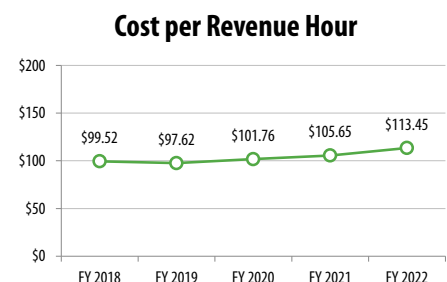
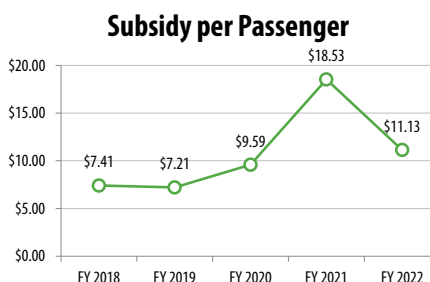
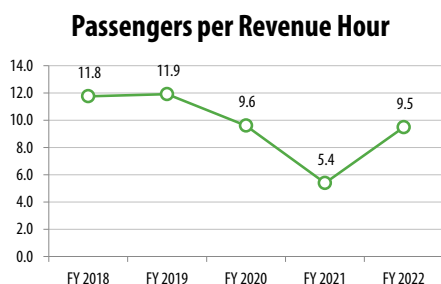
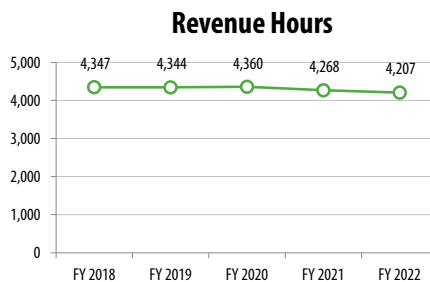
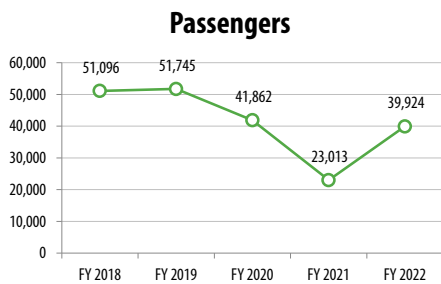
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	32,030	2,669	126	2,897	241	11	49,211	4,101	194
Saturday	4,092	341	82	590	49	12	8,648	721	173
Sunday	3,802	317	62	720	60	12	10,527	877	173
Total	39,924	3,327	109	4,207	351	12	68,386	5,699	187

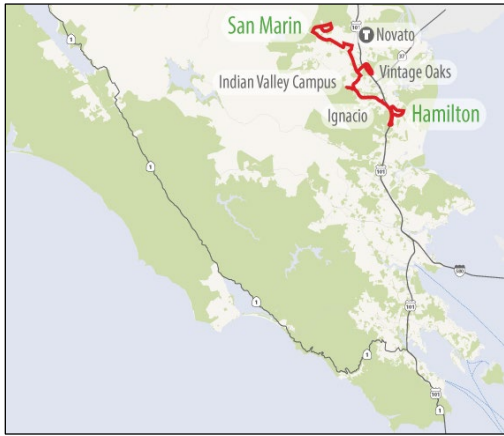
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$330,262	\$27,522	\$1,300	\$25,659	\$2,138	\$101	\$304,603	\$25,384	\$1,199
Saturday	\$66,178	\$5,515	\$1,324	\$3,651	\$304	\$73	\$62,527	\$5,211	\$1,251
Sunday	\$80,843	\$6,737	\$1,325	\$3,754	\$313	\$62	\$77,089	\$6,424	\$1,264
Total	\$477,283	\$39,774	\$1,308	\$33,064	\$2,755	\$91	\$444,219	\$37,018	\$1,217

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	11.1	\$9.51		7.8%
Saturday	6.9	\$15.28		5.5%
Sunday	5.3	\$20.28		4.6%
Total	9.5	\$11.13	\$113.45	6.9%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	51,096	4,347	\$432,567	\$54,153	\$378,414	11.8	\$7.41	\$99.52	12.5%
FY 2019	51,745	4,344	\$424,120	\$50,828	\$373,292	11.9	\$7.21	\$97.62	12.0%
FY 2020	41,862	4,360	\$443,690	\$42,265	\$401,425	9.6	\$9.59	\$101.76	9.5%
FY 2021	23,013	4,268	\$450,949	\$24,502	\$426,447	5.4	\$18.53	\$105.65	5.4%
FY 2022	39,924	4,207	\$477,283	\$33,064	\$444,219	9.5	\$11.13	\$113.45	6.9%





Days of Service: **Wkdy, Sa, Su**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wked): **60 min**

FY 2022 Farebox Recovery: **6%**
 % transfer (to route): **21%**
 % Clipper usage: **9%**

FY 2021/22 DATA

	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	61,773	5,148	243	6,741	562	27	103,780	8,648	409
Saturday	7,788	649	156	1,225	102	25	18,857	1,571	377
Sunday	8,168	681	134	1,490	124	24	22,879	1,907	375
Total	77,729	6,477	213	9,456	788	26	145,515	12,126	399

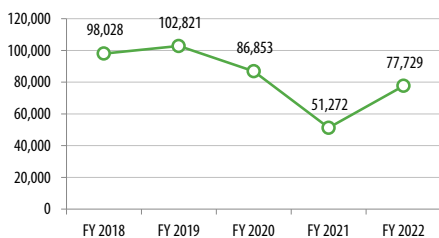
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$758,875	\$63,240	\$2,988	\$52,017	\$4,335	\$205	\$706,858	\$58,905	\$2,783
Saturday	\$138,043	\$11,504	\$2,761	\$7,063	\$589	\$141	\$130,980	\$10,915	\$2,620
Sunday	\$168,145	\$14,012	\$2,756	\$7,911	\$659	\$130	\$160,234	\$13,353	\$2,627
Total	\$1,065,063	\$88,755	\$2,918	\$66,991	\$5,583	\$184	\$998,072	\$83,173	\$2,734

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	9.2	\$11.44		6.9%
Saturday	6.4	\$16.82		5.1%
Sunday	5.5	\$19.62		4.7%
Total	8.2	\$12.84	\$112.63	6.3%

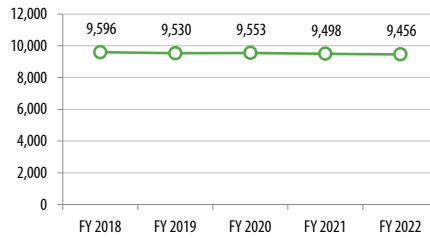
Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	98,028	9,596	\$982,992	\$93,853	\$889,139	10.2	\$9.07	\$102.44	9.5%
FY 2019	102,821	9,530	\$966,652	\$93,240	\$873,412	10.8	\$8.49	\$101.44	9.6%
FY 2020	86,853	9,553	\$1,003,518	\$78,724	\$924,794	9.1	\$10.65	\$105.05	7.8%
FY 2021	51,272	9,498	\$1,005,403	\$52,111	\$953,292	5.4	\$18.59	\$105.85	5.2%
FY 2022	77,729	9,456	\$1,065,063	\$66,991	\$998,072	8.2	\$12.84	\$112.63	6.3%

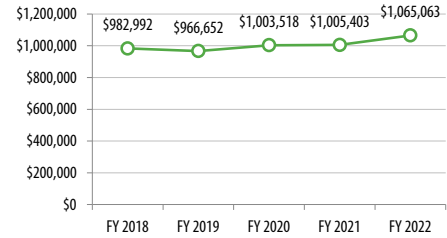
Passengers



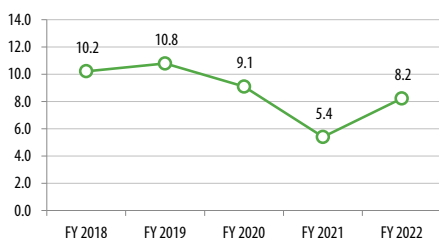
Revenue Hours



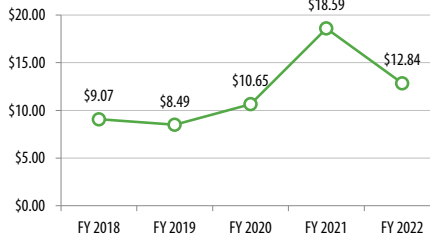
Operating Costs



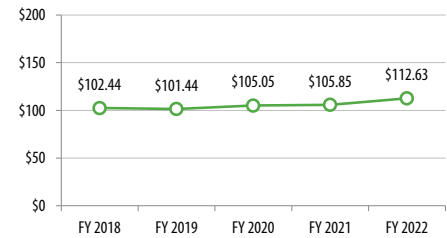
Passengers per Revenue Hour

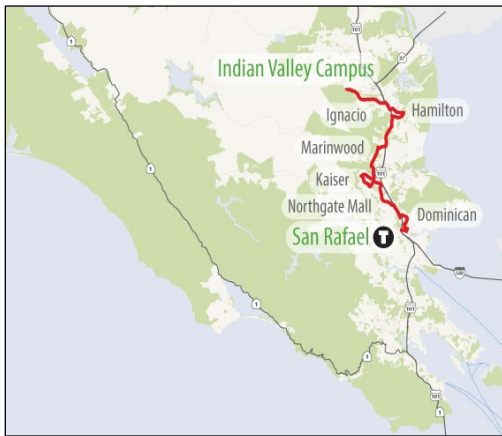


Subsidy per Passenger



Cost per Revenue Hour





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **60 min**
 Avg Freq (Wkdy Non-Peak): **60 min**
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **5%**
 % transfer (to route): **33%**
 % Clipper usage: **9%**

FY 2021/22 DATA

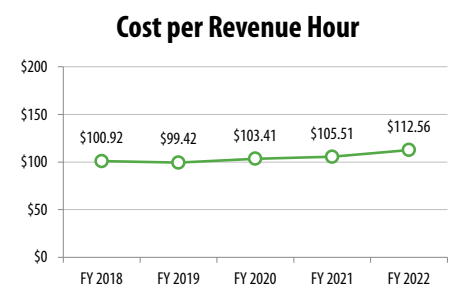
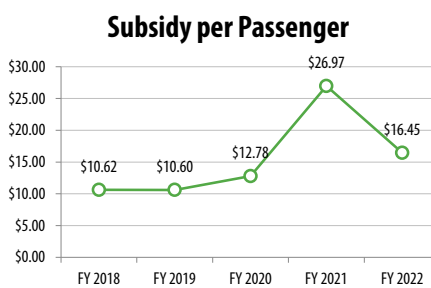
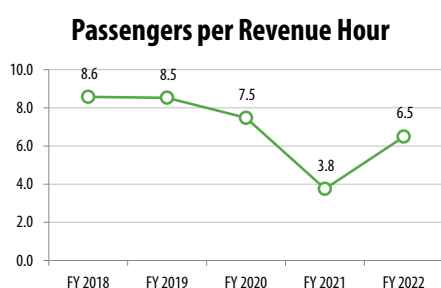
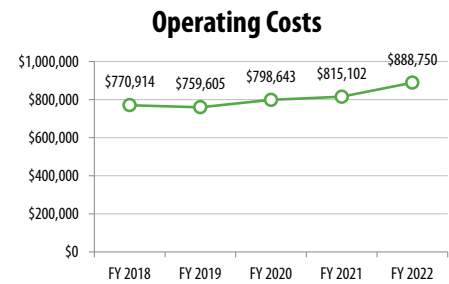
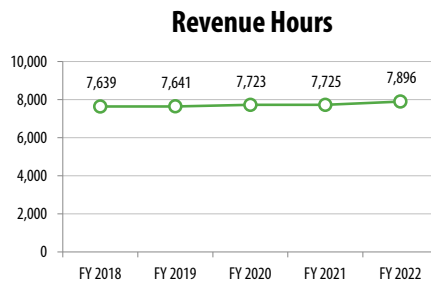
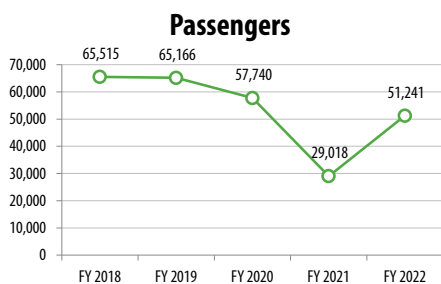
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	51,231	4,269	202	7,896	658	31	117,136	9,761	461
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	51,231	4,269	200	7,896	658	31	117,136	9,761	458

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$888,750	\$74,063	\$3,499	\$46,016	\$3,835	\$181	\$842,734	\$70,228	\$3,318
Saturday	\$-	\$-	\$-	\$19	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$888,750	\$74,063	\$3,472	\$46,035	\$3,836	\$180	\$842,734	\$70,228	\$3,292

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	6.5	\$16.45	\$112.56	5.2%
Saturday	-	\$-	-	-%
Sunday	-	\$-	-	-%
Total	6.5	\$16.45	\$112.56	5.2%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	65,515	7,639	\$770,914	\$75,202	\$695,712	8.6	\$10.62	\$100.92	9.8%
FY 2019	65,166	7,641	\$759,605	\$68,897	\$690,708	8.5	\$10.60	\$99.42	9.1%
FY 2020	57,740	7,723	\$798,643	\$60,744	\$737,899	7.5	\$12.78	\$103.41	7.6%
FY 2021	29,018	7,725	\$815,102	\$32,539	\$782,563	3.8	\$26.97	\$105.51	4.0%
FY 2022	51,241	7,896	\$888,750	\$46,035	\$842,715	6.5	\$16.45	\$112.56	5.2%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **6 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **5%**
 % transfer (to route): **1%**
 % Clipper usage: **5%**

FY 2021/22 DATA

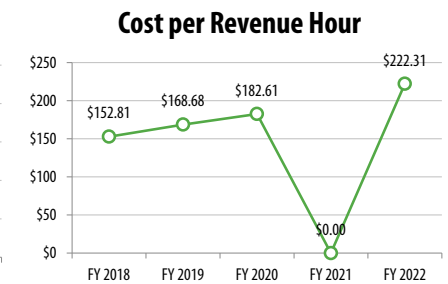
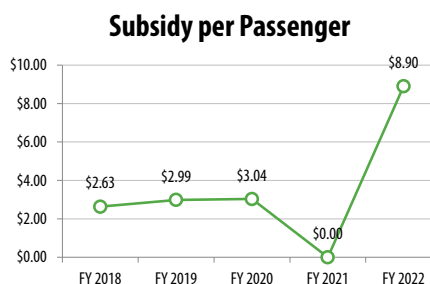
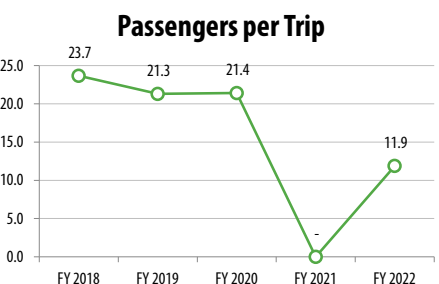
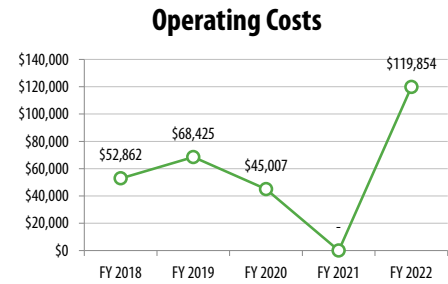
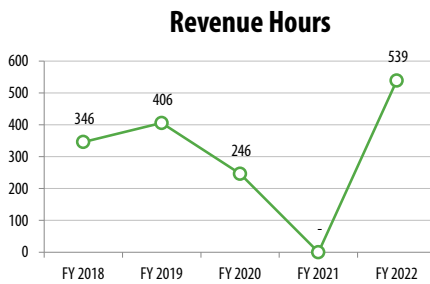
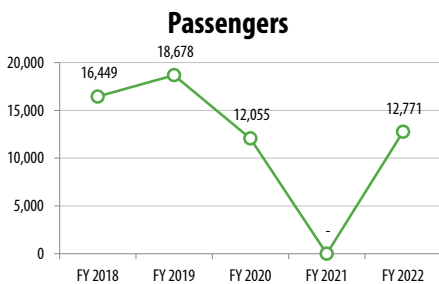
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	12,771	1,161	70	539	49	3	5,262	478	29
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	12,771	1,161	70	539	49	3	5,262	478	29

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$119,854	\$10,896	\$659	\$6,158	\$560	\$34	\$113,696	\$10,336	\$625
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$119,854	\$10,896	\$659	\$6,158	\$560	\$34	\$113,696	\$10,336	\$625

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	11.9	\$8.90		5.1%
Saturday	-	\$-		-%
Sunday	-	\$-		-%
Total	11.9	\$8.90	\$222.31	5.1%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	16,449	346	\$52,862	\$9,533	\$43,329	23.7	\$2.63	\$152.81	18.0%
FY 2019	18,678	406	\$68,425	\$12,638	\$55,787	21.3	\$2.99	\$168.68	18.5%
FY 2020	12,055	246	\$45,007	\$8,408	\$36,599	21.4	\$3.04	\$182.61	18.7%
FY 2021	-	-	-	-	-	-	-	-	-
FY 2022	12,771	539	\$119,854	\$6,158	\$113,696	11.9	\$8.90	\$222.31	5.1%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **2 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **3%**
 % transfer (to route): **13%**
 % Clipper usage: **0%**

FY 2021/22 DATA

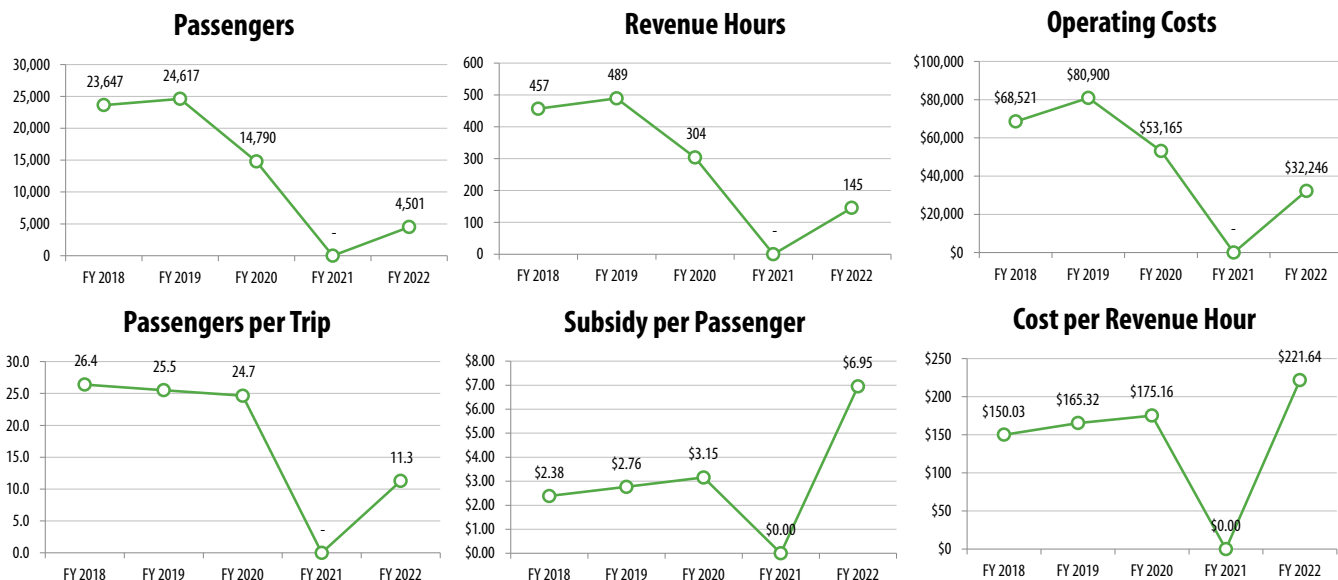
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	4,501	409	24	145	13	1	1,978	180	11
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	4,501	409	24	145	13	1	1,978	180	11

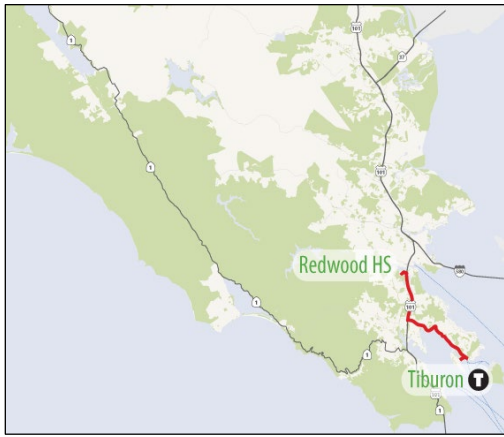
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$32,246	\$2,931	\$174	\$983	\$89	\$5	\$31,263	\$2,842	\$169
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$32,246	\$2,931	\$174	\$983	\$89	\$5	\$31,263	\$2,842	\$169

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	11.3	\$6.95		3.0%
Saturday	-	\$-		-%
Sunday	-	\$-		-%
Total	11.3	\$6.95	\$221.64	3.0%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	23,647	457	\$68,521	\$12,134	\$56,387	26.4	\$2.38	\$150.03	17.7%
FY 2019	24,617	489	\$80,900	\$12,850	\$68,050	25.5	\$2.76	\$165.32	15.9%
FY 2020	14,790	304	\$53,165	\$6,505	\$46,660	24.7	\$3.15	\$175.16	12.2%
FY 2021	-	-	-	-	-	-	-	-	-
FY 2022	4,501	145	\$32,246	\$983	\$31,263	11.3	\$6.95	\$221.64	3.0%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **6 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **4%**
 % transfer (to route): **0%**
 % Clipper usage: **7%**

FY 2021/22 DATA

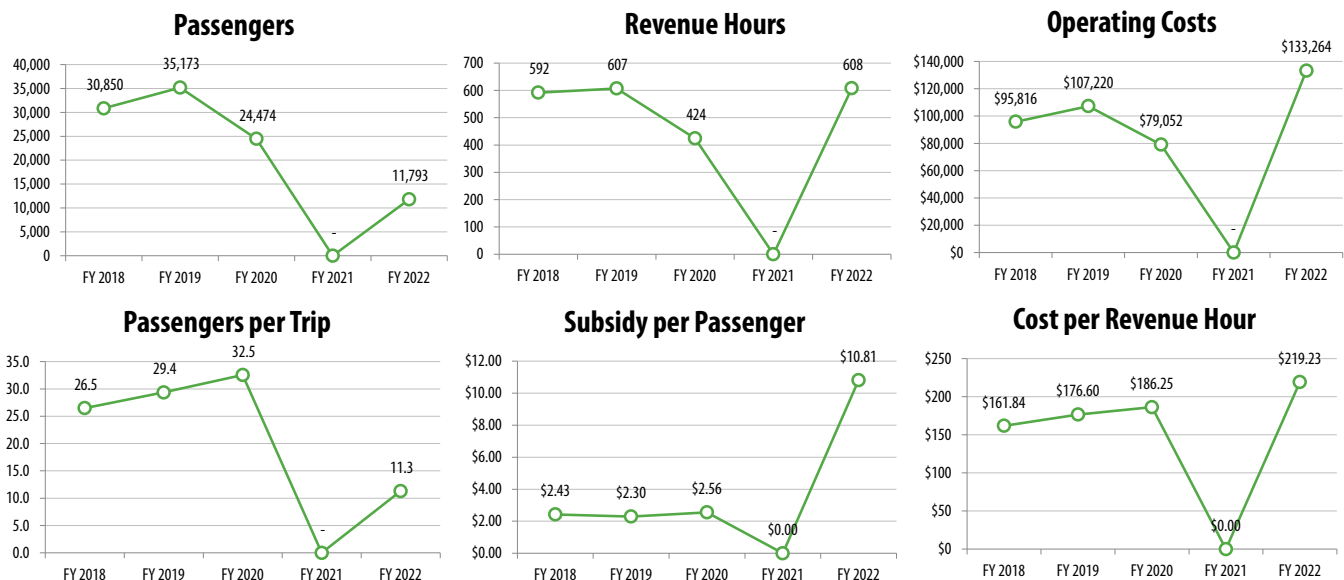
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	11,793	1,072	66	608	55	3	8,014	729	45
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	11,793	1,072	66	608	55	3	8,014	729	45

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$133,264	\$12,115	\$740	\$5,760	\$524	\$32	\$127,504	\$11,591	\$708
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$133,264	\$12,115	\$740	\$5,760	\$524	\$32	\$127,504	\$11,591	\$708

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	11.3	\$10.81		4.3%
Saturday	-	\$-		-%
Sunday	-	\$-		-%
Total	11.3	\$10.81	\$219.23	4.3%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	30,850	592	\$95,816	\$20,918	\$74,898	26.5	\$2.43	\$161.84	21.8%
FY 2019	35,173	607	\$107,220	\$26,451	\$80,769	29.4	\$2.30	\$176.60	24.7%
FY 2020	24,474	424	\$79,052	\$16,502	\$62,550	32.5	\$2.56	\$186.25	20.9%
FY 2021	-	-	-	-	-	-	-	-	-
FY 2022	11,793	608	\$133,264	\$5,760	\$127,504	11.3	\$10.81	\$219.23	4.3%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **19 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **2%**
 % transfer (to route): **14%**
 % Clipper usage: **4%**

FY 2021/22 DATA

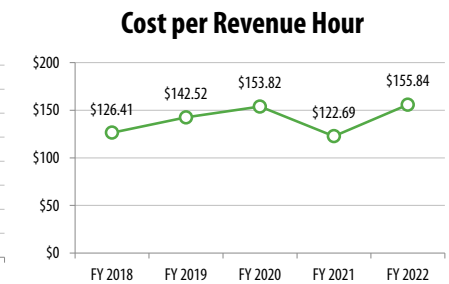
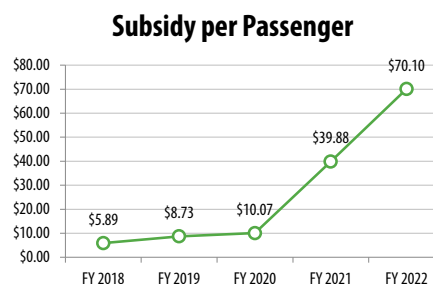
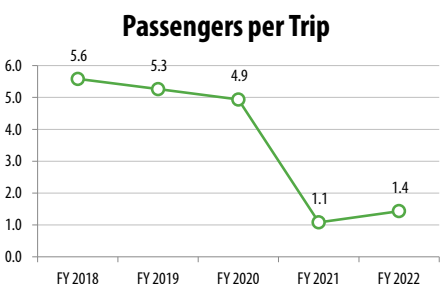
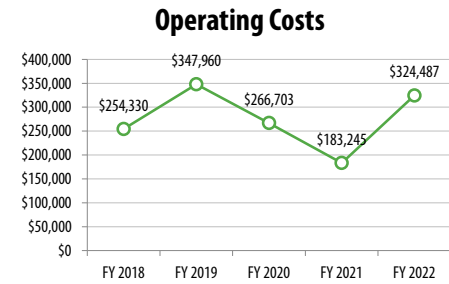
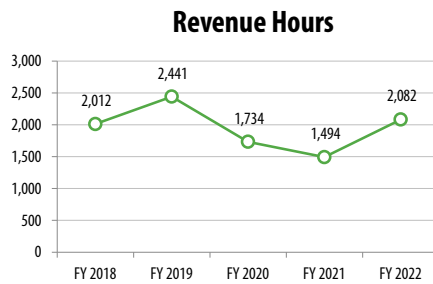
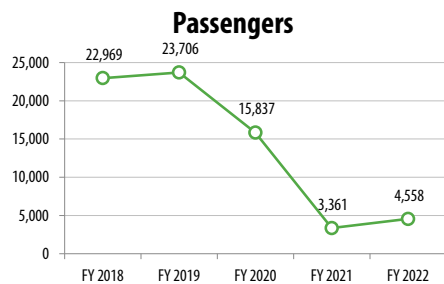
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	4,558	456	28	2,082	208	13	16,931	1,693	103
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	4,558	456	28	2,082	208	13	16,931	1,693	103

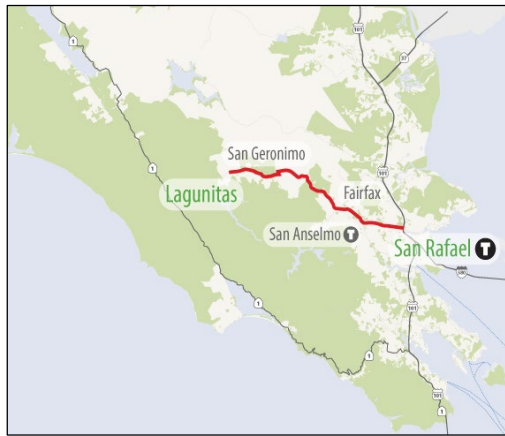
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$324,487	\$32,449	\$1,979	\$4,952	\$495	\$30	\$319,535	\$31,954	\$1,948
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$324,487	\$32,449	\$1,979	\$4,952	\$495	\$30	\$319,535	\$31,954	\$1,948

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	1.4	\$70.10	\$155.84	1.5%
Saturday	-	\$-	-	-%
Sunday	-	\$-	-	-%
Total	1.4	\$70.10	\$155.84	1.5%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	22,969	2,012	\$254,330	\$118,935	\$135,395	5.6	\$5.89	\$126.41	46.8%
FY 2019	23,706	2,441	\$347,960	\$141,122	\$206,838	5.3	\$8.73	\$142.52	40.6%
FY 2020	15,837	1,734	\$266,703	\$107,287	\$159,416	4.9	\$10.07	\$153.82	40.2%
FY 2021	3,361	1,494	\$183,245	\$49,216	\$134,029	1.1	\$39.88	\$122.69	26.9%
FY 2022	4,558	2,082	\$324,487	\$4,952	\$319,535	1.4	\$70.10	\$155.84	1.5%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **1 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **4%**
 % transfer (to route): **1%**
 % Clipper usage: **6%**

FY 2021/22 DATA

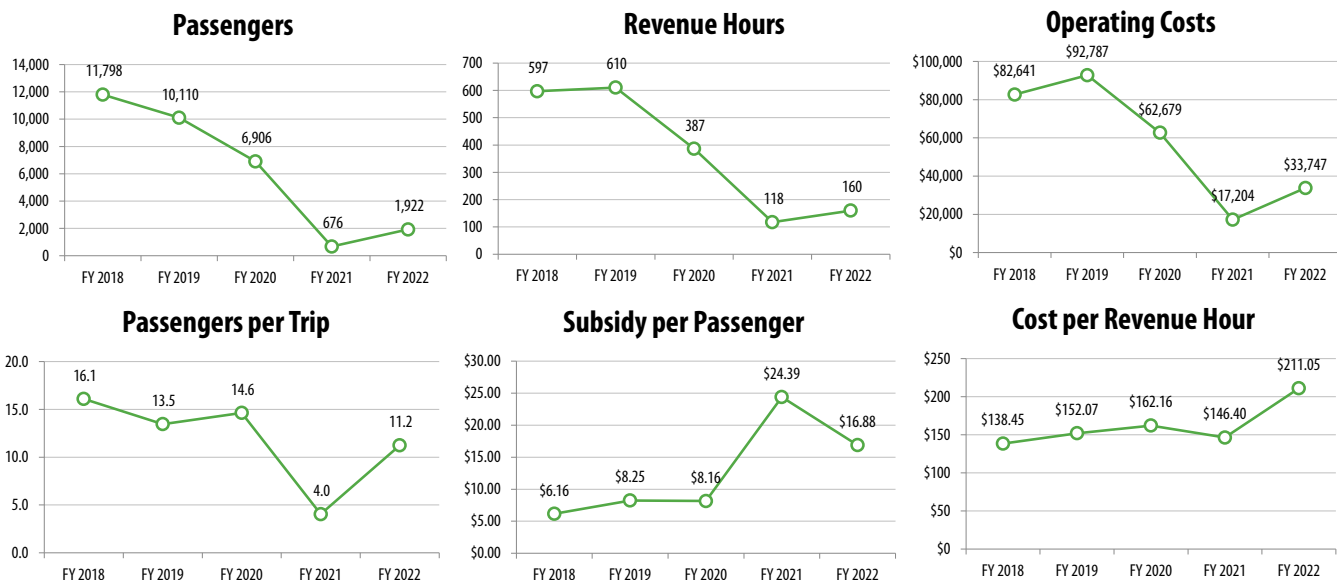
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	1,922	175	11	160	15	1	1,998	182	11
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	1,922	175	11	160	15	1	1,998	182	11

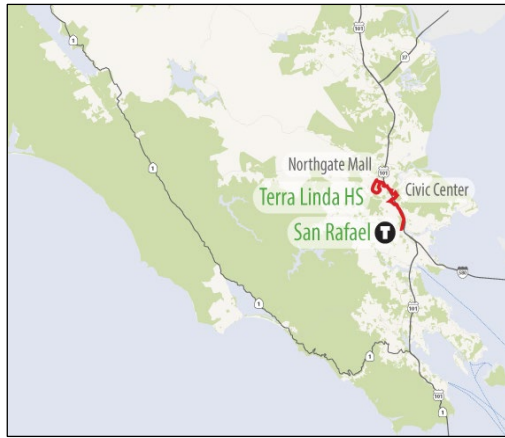
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$33,747	\$3,068	\$187	\$1,306	\$119	\$7	\$32,441	\$2,949	\$180
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$33,747	\$3,068	\$187	\$1,306	\$119	\$7	\$32,441	\$2,949	\$180

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	11.2	\$16.88	\$211.05	3.9%
Saturday	-	\$-	-	-%
Sunday	-	\$-	-	-%
Total	11.2	\$16.88	\$211.05	3.9%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	11,798	597	\$82,641	\$9,917	\$72,724	16.1	\$6.16	\$138.45	12.0%
FY 2019	10,110	610	\$92,787	\$9,407	\$83,380	13.5	\$8.25	\$152.07	10.1%
FY 2020	6,906	387	\$62,679	\$6,318	\$56,361	14.6	\$8.16	\$162.16	10.1%
FY 2021	676	118	\$17,204	\$716	\$16,488	4.0	\$24.39	\$146.40	4.2%
FY 2022	1,922	160	\$33,747	\$1,306	\$32,441	11.2	\$16.88	\$211.05	3.9%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **2 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **6%**
 % transfer (to route): **3%**
 % Clipper usage: **0%**

FY 2021/22 DATA

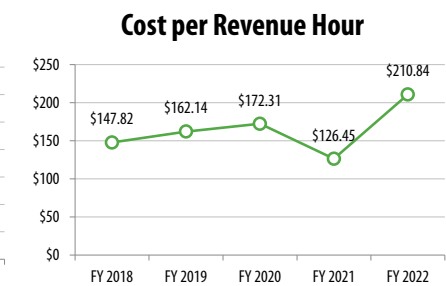
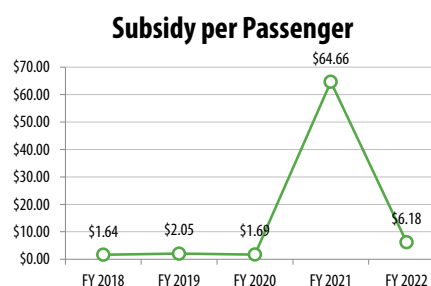
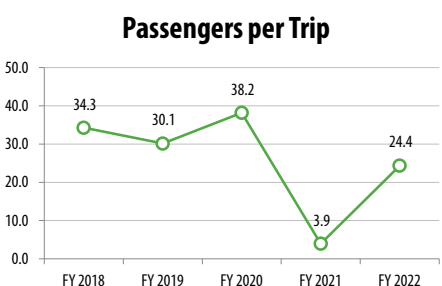
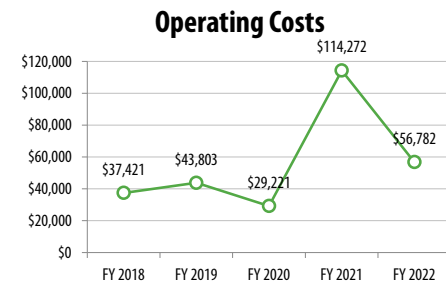
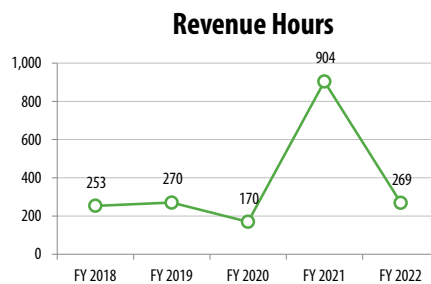
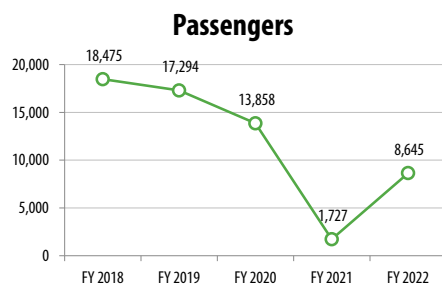
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	8,645	786	48	269	24	1	2,502	227	14
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	8,645	786	48	269	24	1	2,502	227	14

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$56,782	\$5,162	\$315	\$3,384	\$308	\$19	\$53,398	\$4,854	\$297
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$56,782	\$5,162	\$315	\$3,384	\$308	\$19	\$53,398	\$4,854	\$297

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	24.4	\$6.18	\$210.84	6.0%
Saturday	-	\$-	-	-%
Sunday	-	\$-	-	-%
Total	24.4	\$6.18	\$210.84	6.0%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	18,475	253	\$37,421	\$7,095	\$30,326	34.3	\$1.64	\$147.82	19.0%
FY 2019	17,294	270	\$43,803	\$8,323	\$35,480	30.1	\$2.05	\$162.14	19.0%
FY 2020	13,858	170	\$29,221	\$5,760	\$23,461	38.2	\$1.69	\$172.31	19.7%
FY 2021	1,727	904	\$114,272	\$2,598	\$111,674	3.9	\$64.66	\$126.45	2.3%
FY 2022	8,645	269	\$56,782	\$3,384	\$53,398	24.4	\$6.18	\$210.84	6.0%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **1 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **2%**
 % transfer (to route): **0%**
 % Clipper usage: **2%**

FY 2021/22 DATA

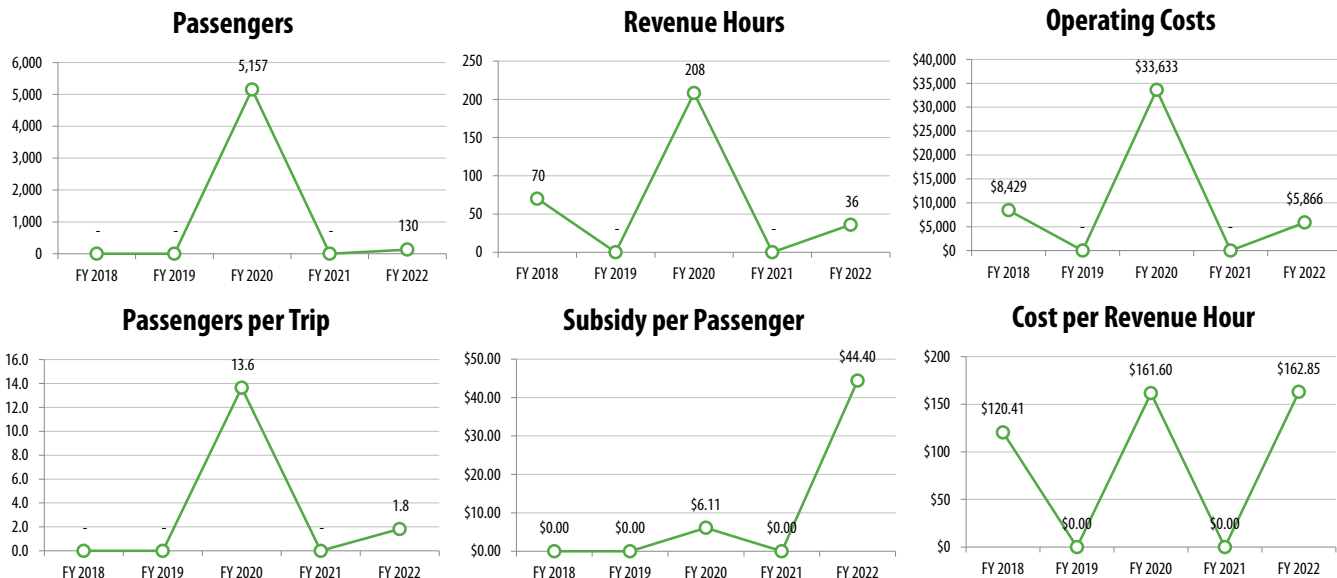
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	130	26	2	36	7	0	469	94	6
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	130	26	2	36	7	0	469	94	6

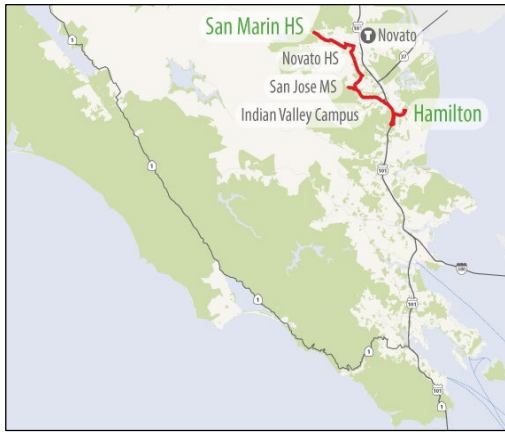
	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$5,866	\$1,173	\$77	\$94	\$19	\$1	\$5,772	\$1,154	\$76
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$5,866	\$1,173	\$77	\$94	\$19	\$1	\$5,772	\$1,154	\$76

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	1.8	\$44.40	\$162.85	1.6%
Saturday	-	\$-	-	0%
Sunday	-	\$-	-	0%
Total	1.8	\$44.40	\$162.85	1.6%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	-	70	\$8,429	-	\$8,429	-	-	\$120.41	0.0%
FY 2019	-	-	-	-	-	-	-	-	-
FY 2020	5,157	208	\$33,633	\$2,135	\$31,498	13.6	\$6.11	\$161.60	6.3%
FY 2021	-	-	-	-	-	-	-	-	-
FY 2022	130	36	\$5,866	\$94	\$5,772	1.8	\$44.40	\$162.85	1.6%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **6 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **7%**
 % transfer (to route): **2%**
 % Clipper usage: **2%**

FY 2021/22 DATA

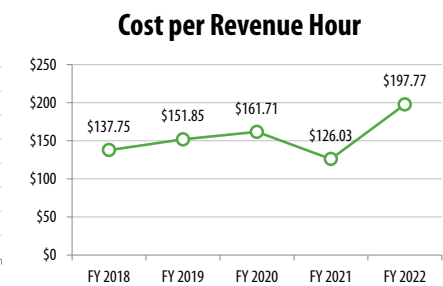
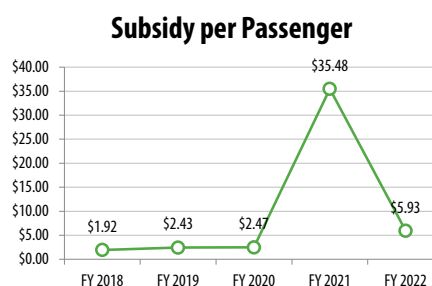
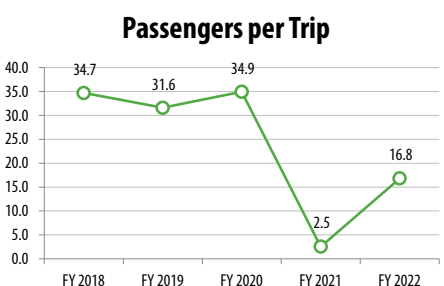
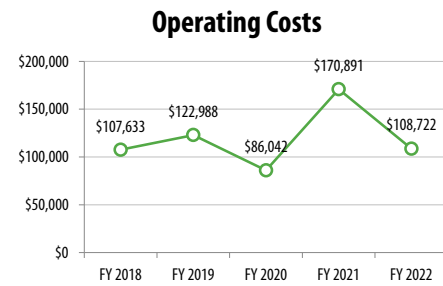
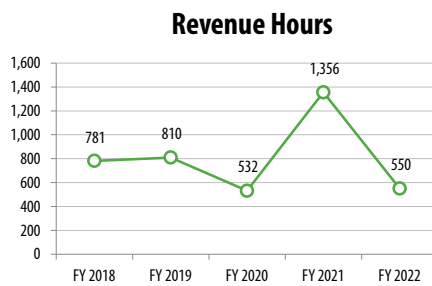
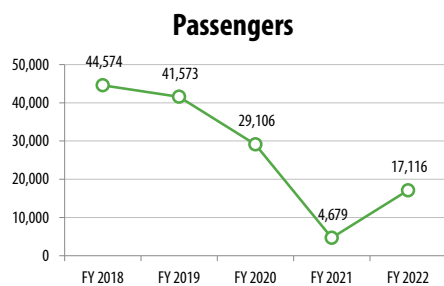
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	17,116	1,556	95	550	50	3	7,327	666	40
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	17,116	1,556	95	550	50	3	7,327	666	40

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$108,722	\$9,884	\$601	\$7,260	\$660	\$40	\$101,462	\$9,224	\$561
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$108,722	\$9,884	\$601	\$7,260	\$660	\$40	\$101,462	\$9,224	\$561

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	16.8	\$5.93	\$197.77	6.7%
Saturday	-	\$-	-	-%
Sunday	-	\$-	-	-%
Total	16.8	\$5.93	\$197.77	6.7%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	44,574	781	\$107,633	\$21,865	\$85,768	34.7	\$1.92	\$137.75	20.3%
FY 2019	41,573	810	\$122,988	\$21,973	\$101,015	31.6	\$2.43	\$151.85	17.9%
FY 2020	29,106	532	\$86,042	\$14,190	\$71,852	34.9	\$2.47	\$161.71	16.5%
FY 2021	4,679	1,356	\$170,891	\$4,895	\$165,996	2.5	\$35.48	\$126.03	2.9%
FY 2022	17,116	550	\$108,722	\$7,260	\$101,462	16.8	\$5.93	\$197.77	6.7%





Days of Service: **Wkdy**
 Avg Freq (Wkdy Peak): **1 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **4%**
 % transfer (to route): **1%**
 % Clipper usage: **3%**

FY 2021/22 DATA

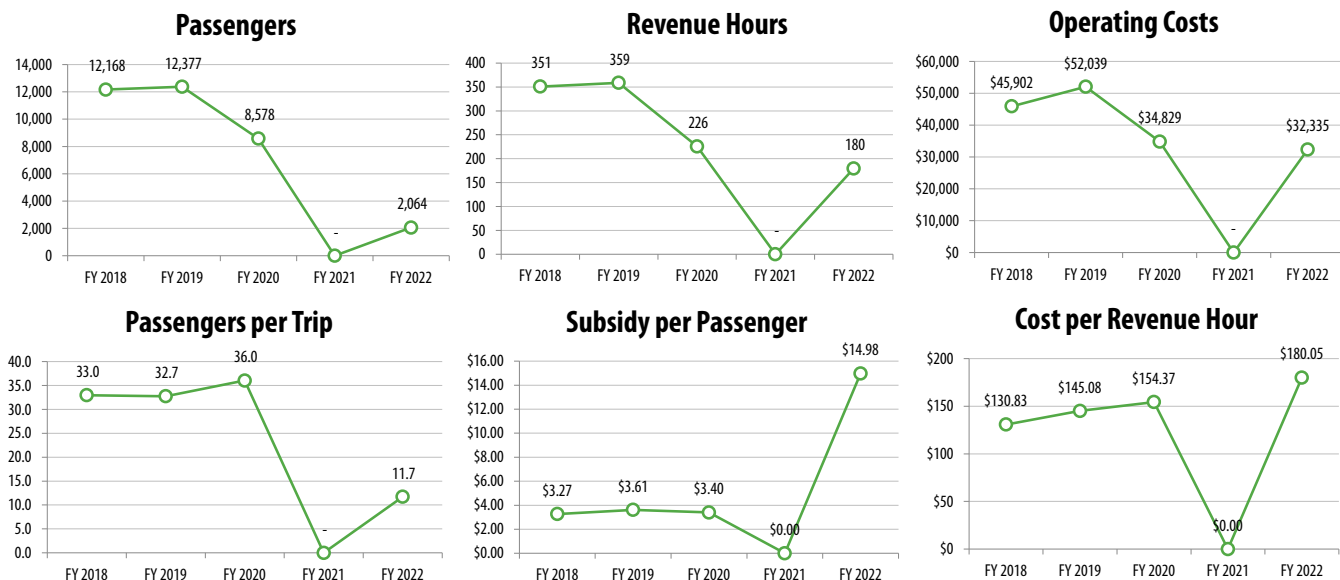
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	2,064	188	11	180	16	1	1,890	172	10
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	2,064	188	11	180	16	1	1,890	172	10

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$32,335	\$2,940	\$180	\$1,423	\$129	\$8	\$30,912	\$2,810	\$172
Saturday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sunday	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total	\$32,335	\$2,940	\$180	\$1,423	\$129	\$8	\$30,912	\$2,810	\$172

	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	11.7	\$14.98		4.4%
Saturday	-	\$-		-%
Sunday	-	\$-		-%
Total	11.7	\$14.98	\$180.05	4.4%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Trip	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	12,168	351	\$45,902	\$6,145	\$39,757	33.0	\$3.27	\$130.83	13.4%
FY 2019	12,377	359	\$52,039	\$7,330	\$44,709	32.7	\$3.61	\$145.08	14.1%
FY 2020	8,578	226	\$34,829	\$5,685	\$29,144	36.0	\$3.40	\$154.37	16.3%
FY 2021	-	-	-	-	-	-	-	-	-
FY 2022	2,064	180	\$32,335	\$1,423	\$30,912	11.7	\$14.98	\$180.05	4.4%





Days of Service: **School Days**
 Avg Freq (Wkdy Peak): **2 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **6%**
 % transfer (to route): -
 % Clipper usage: -

FY 2021/22 DATA

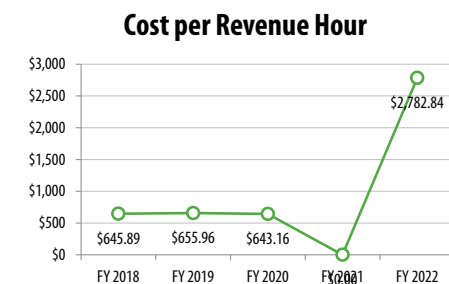
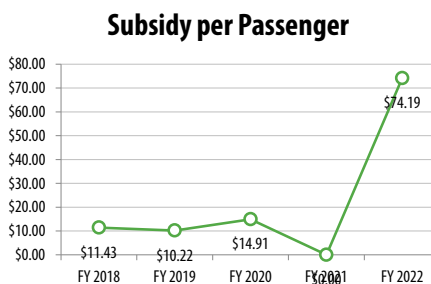
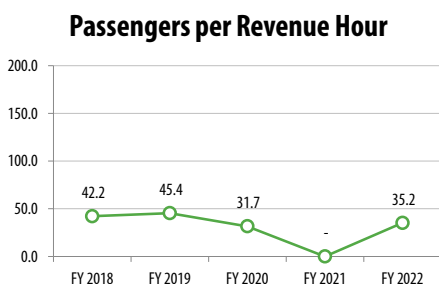
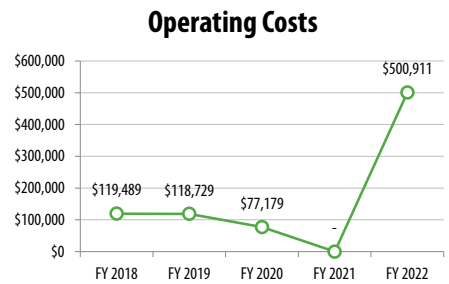
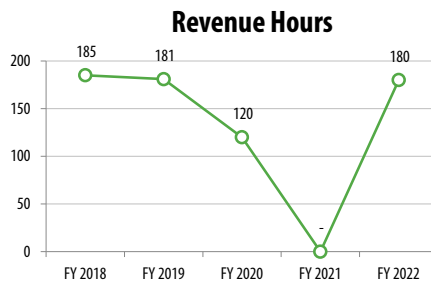
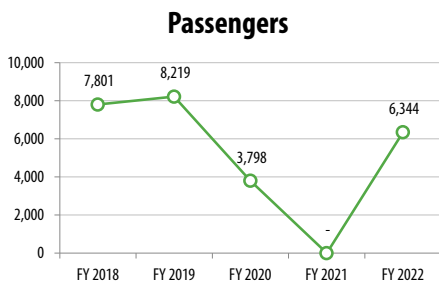
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	6,344	-	-	11	-	-	-	-	-
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	6,344	-	-	11	-	-	-	-	-

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$500,911	\$ -	\$ -	\$30,281	\$ -	\$ -	\$470,630	\$ -	\$ -
Saturday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sunday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$500,911	\$0	\$0	\$30,281	\$0	\$0	\$470,630	\$0	\$0

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	576.7	\$74.19		6.0%
Saturday	-	\$ -		-%
Sunday	-	\$ -		-%
Total	576.7	\$74.19	\$45,537.36	6.0%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	7,801	185	\$119,489	\$30,331	\$89,158	42.2	\$11.43	\$645.89	25.4%
FY 2019	8,219	181	\$118,729	\$34,691	\$84,038	45.4	\$10.22	\$655.96	29.2%
FY 2020	3,798	120	\$77,179	\$20,536	\$56,643	31.7	\$14.91	\$643.16	26.6%
FY 2021	-	-	-	-	-	-	-	-	-
FY 2022	6,344	180	\$500,911	\$30,281	\$470,630	35.2	\$74.19	\$2,782.84	6.0%





Days of Service: **School Days**
 Avg Freq (Wkdy Peak): **17 trips**
 Avg Freq (Wkdy Non-Peak): -
 Avg Freq (Wked): -

FY 2022 Farebox Recovery: **79%**
 % transfer (to route): -
 % Clipper usage: -

FY 2021/22 DATA

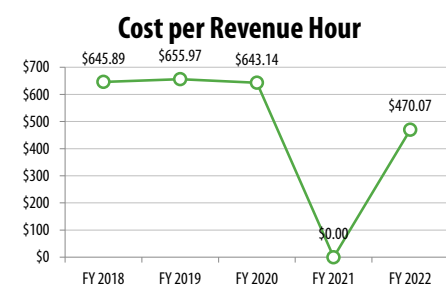
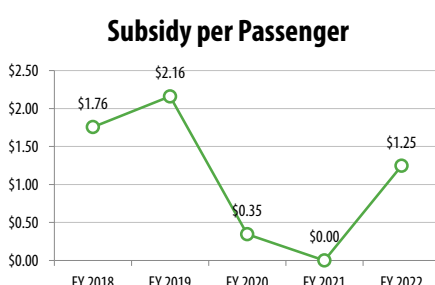
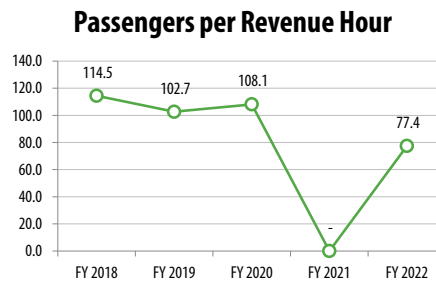
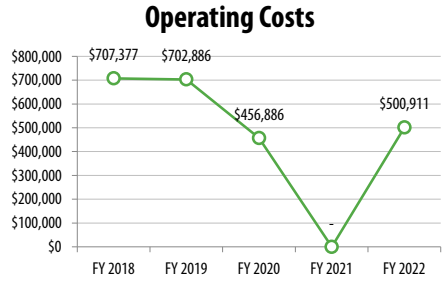
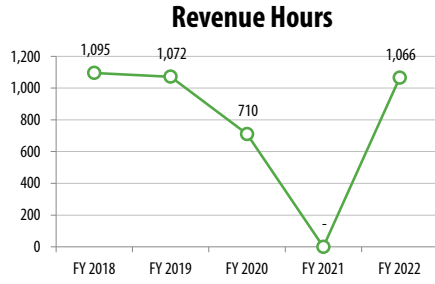
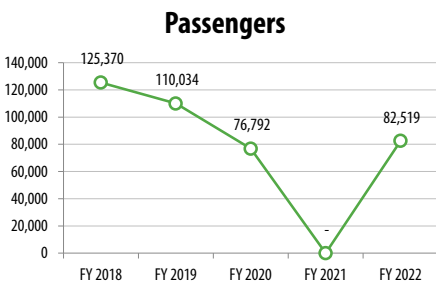
	Passengers			Revenue Hours			Revenue Miles		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	82,519	-	-	11	-	-	-	-	-
Saturday	-	-	-	-	-	-	-	-	-
Sunday	-	-	-	-	-	-	-	-	-
Total	82,519	-	-	11	-	-	-	-	-

	Operating Costs			Passenger Revenue			Operating Subsidy		
	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily	Annual	Avg Monthly	Avg Daily
Weekday	\$500,911	\$ -	\$ -	\$398,025	\$ -	\$ -	\$102,886	\$ -	\$ -
Saturday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sunday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$500,911	\$0	\$0	\$398,025	\$0	\$0	\$102,886	\$0	\$0

	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
Weekday	7,501.7	\$1.25	\$45,537.36	79.5%
Saturday	-	\$ -	-	-%
Sunday	-	\$ -	-	-%
Total	7,501.7	\$1.25	\$45,537.36	79.5%

Historic Trends

	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Operating Subsidy	Passengers per Revenue Hour	Subsidy per Passenger	Cost per Revenue Hour	Farebox Recovery
FY 2018	125,370	1,095	\$707,377	\$487,153	\$220,224	114.5	\$1.76	\$645.89	68.9%
FY 2019	110,034	1,072	\$702,886	\$465,141	\$237,745	102.7	\$2.16	\$655.97	66.2%
FY 2020	76,792	710	\$456,886	\$430,358	\$26,528	108.1	\$0.35	\$643.14	94.2%
FY 2021	-	-	-	-	-	-	-	-	-
FY 2022	82,519	1,066	\$500,911	\$398,025	\$102,886	77.4	\$1.25	\$470.07	79.5%





FY 2021/22 System Performance Report

July 1, 2021 – June 30, 2022

Changes for FY 2021/22



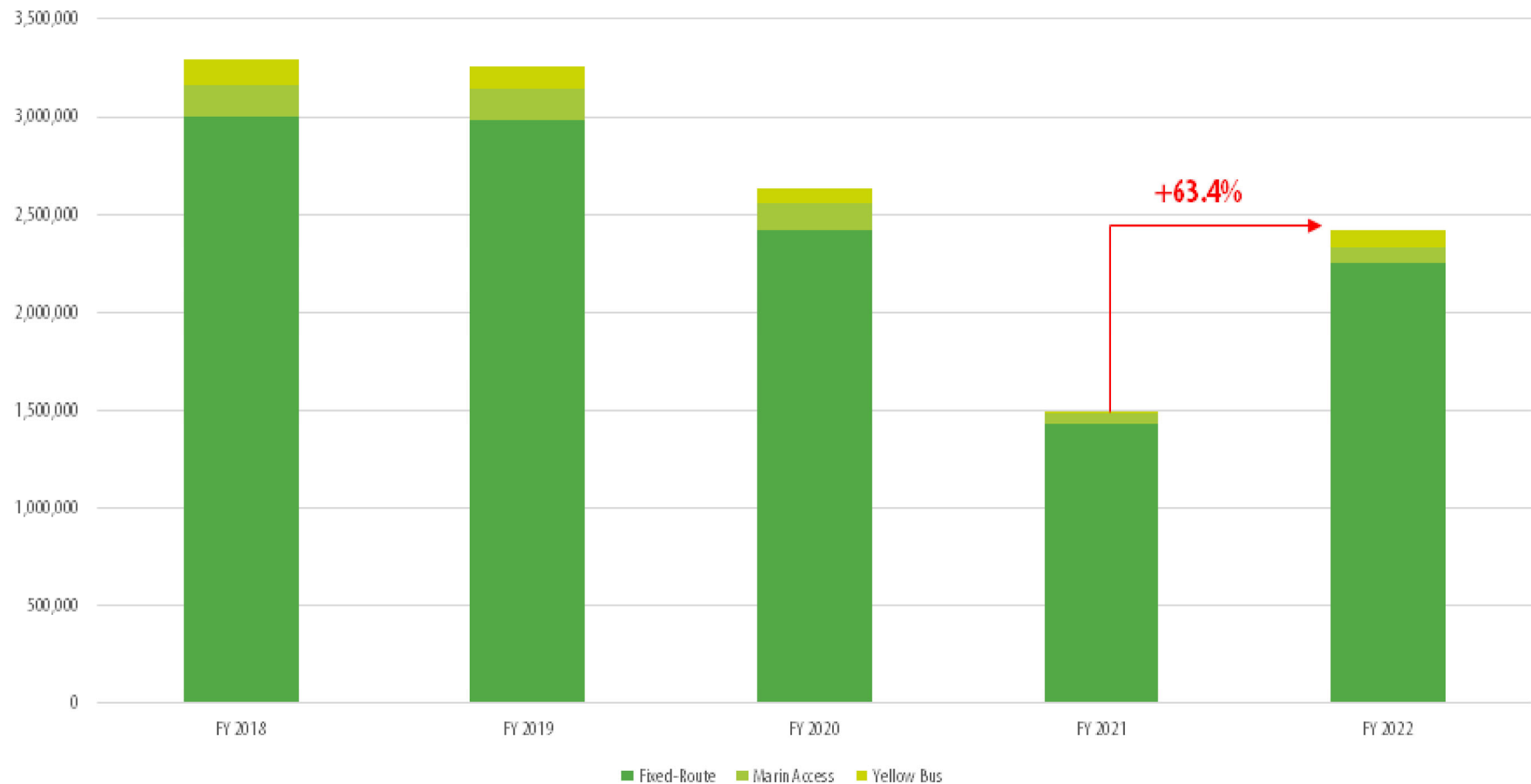
Service Changes

- Restoration of previously-suspended services:
 - Supplemental School Routes operated for entire school year
 - Service operated at reduced frequency due to driver shortage
 - Yellow Bus operated for entire school year
 - Muir Woods Shuttle operated for entire year on weekends and holidays
 - Peak season weekday service was restored on June 20th, 2022
- Senior & ADA free fare pilot program:
 - Program ran for 6 months from October 2021 – March 2022

+ 3.6%

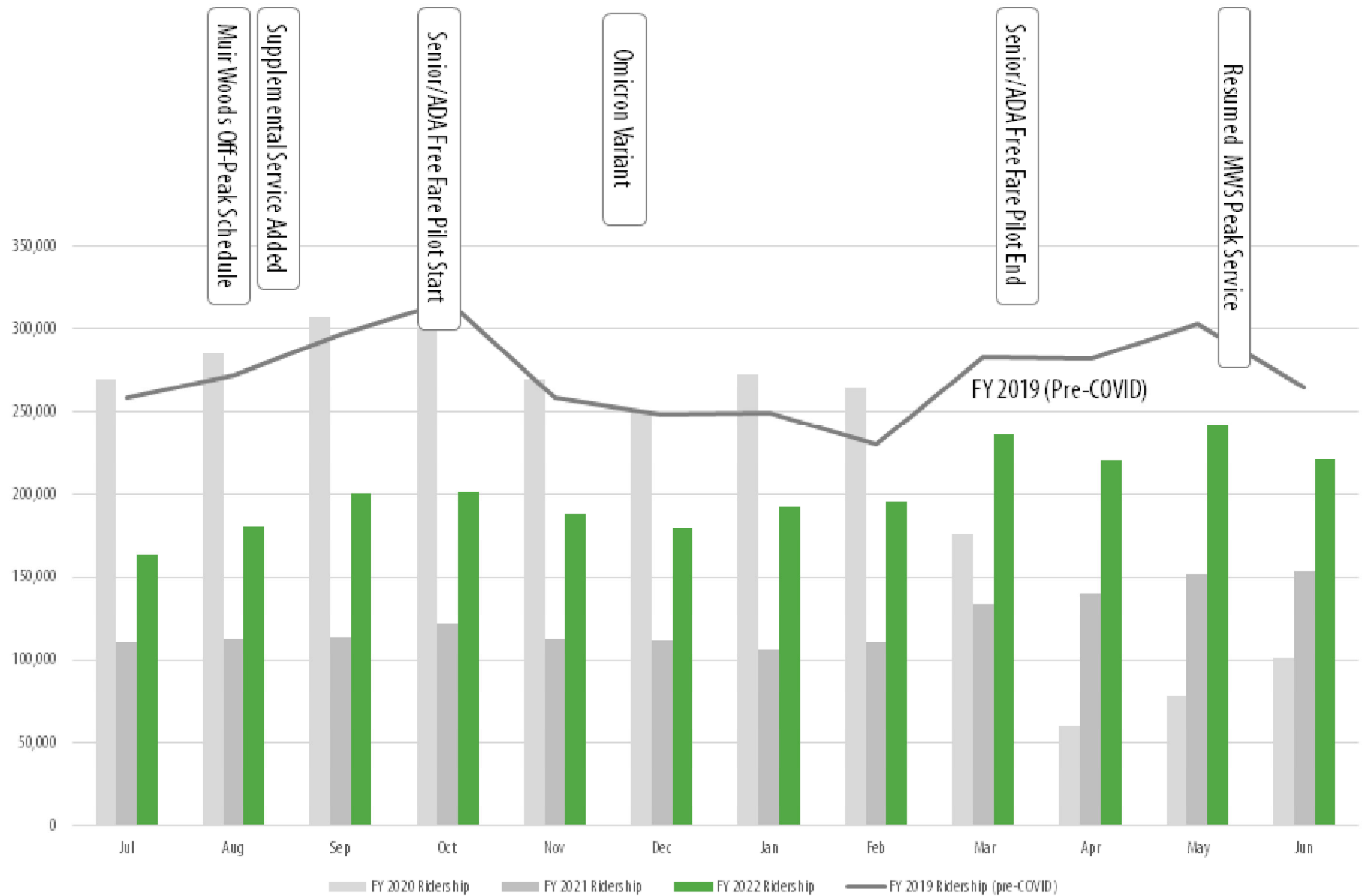
FY 2021/22 service levels compared to FY 2020/21

Total Ridership (Unlinked Passenger Trips)

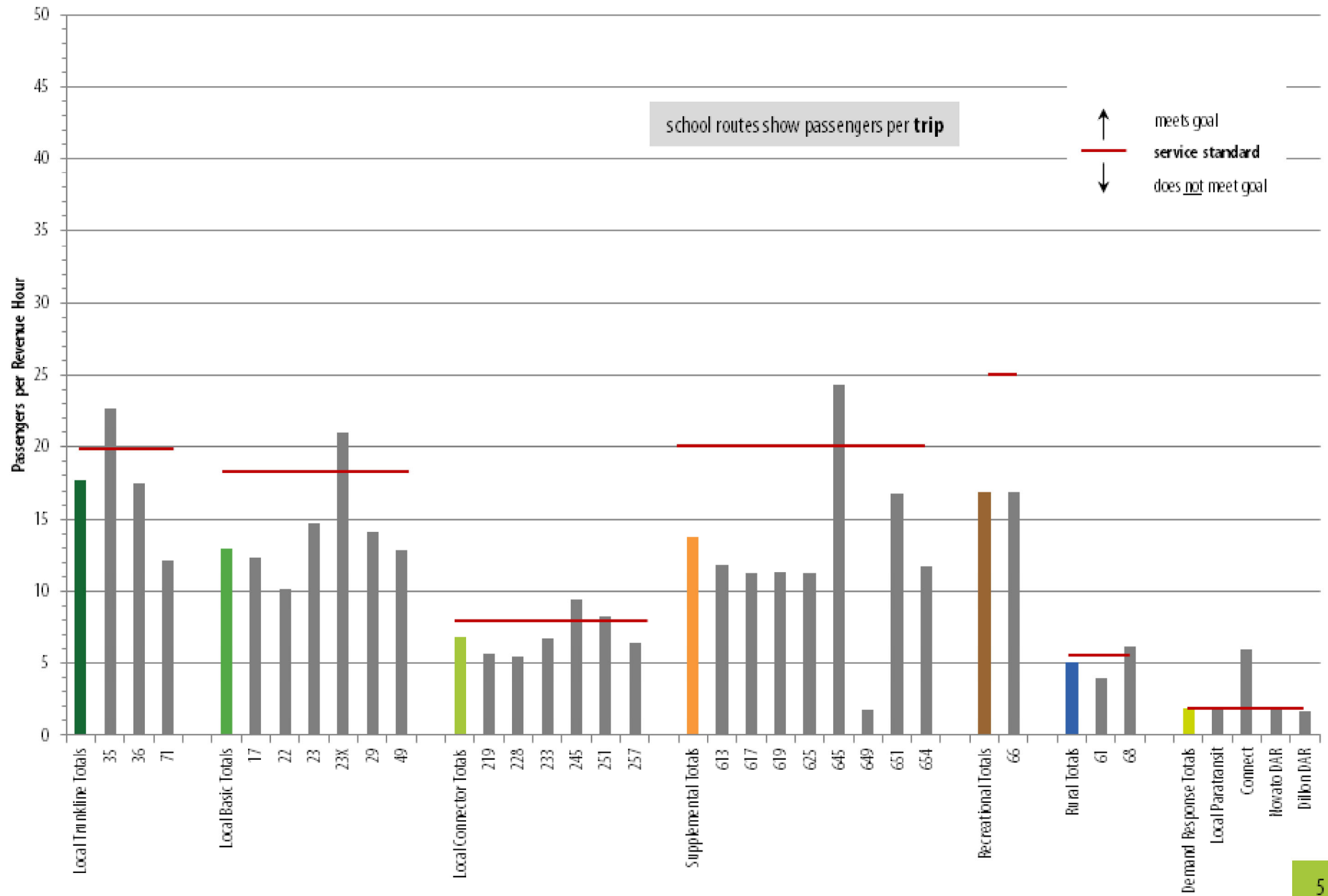


+63.4%
FY 2021/22 ridership compared to FY 2020/21

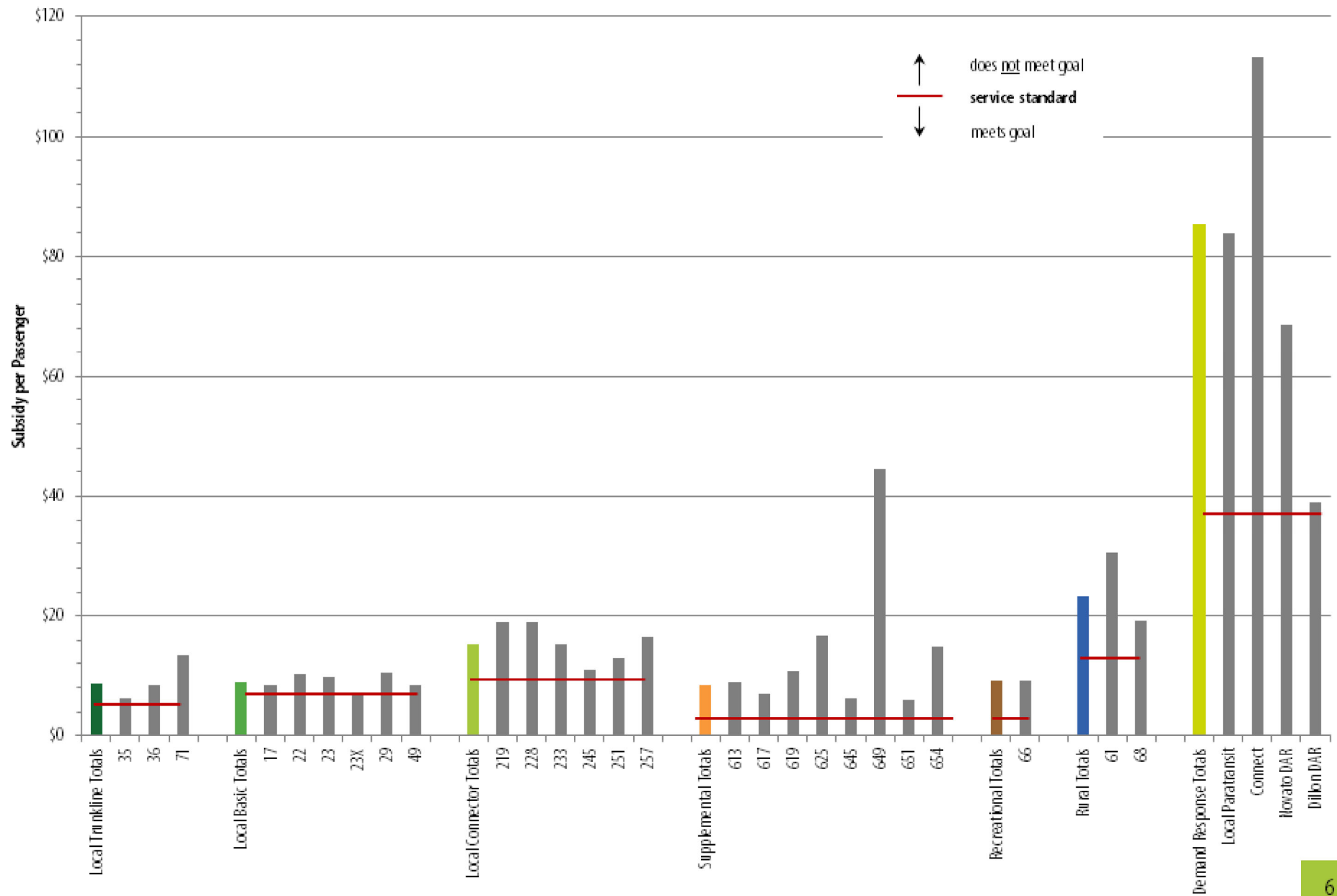
Total Ridership by Month (Unlinked Passenger Trips)



Productivity Targets (passenger per hour)



Cost Effectiveness Targets (Subsidy per Passenger)



Peer Agency Ridership Trends – Fixed Route Bus



% Change in Ridership (FY 2021 vs. FY 2022)

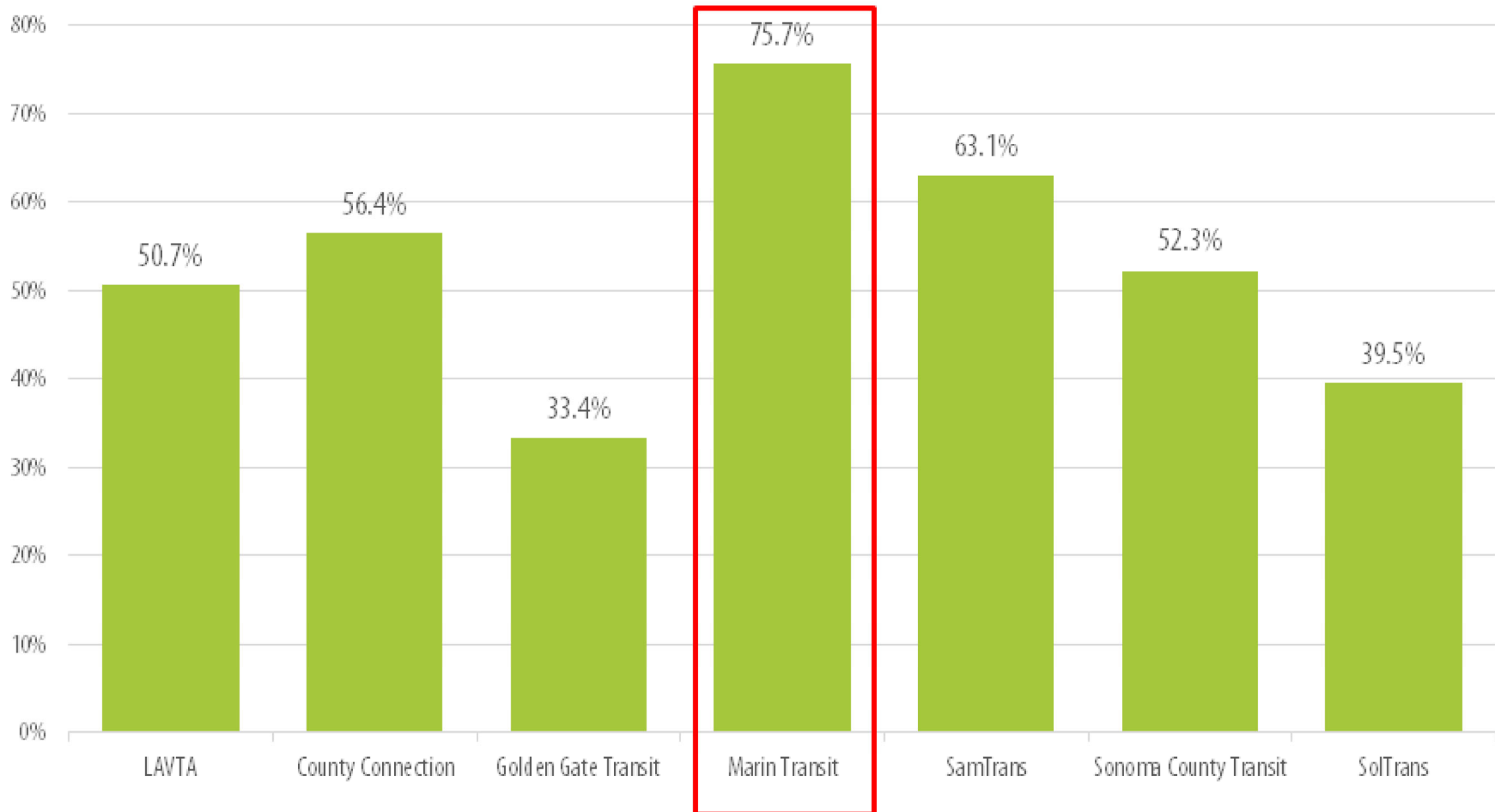


Source: National Transit Database

Peer Agency Ridership Trends – Fixed Route Bus



% Pre-COVID Ridership (FY 2022 vs. FY 2019)



Source: National Transit Database

Future Considerations & Rebuilding Phase



- Strong ridership recovery trend is expected to continue
- Driver shortage is limiting extent to which Supplemental School Routes and Muir Woods Shuttle can be brought back to pre-COVID levels
- Continued assessment of all services in coordination with GGT and SMART, including assessment of duplication of service and coordinating schedules at key transfer locations

Questions



Asher Butnik

Transit Planner

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October 3, 2022

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

SUBJECT: Marin Transit FY 2021/22 Year End Financial Report

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:

The attached report presents Marin County Transit District's (Marin Transit) Year End Financial Report for Fiscal Year 2021/22. The report provides numbers on a full accrual basis, consistent with Generally Accepted Accounting Principles (GAAP). These numbers may be subject to adjustments based on the Fiscal Year 2021/22 audited statements that will be completed in December 2022.

Fiscal Year 2021/22 (July 1, 2020 - June 30, 2021) expenditures for the District's Operations and Capital Programs were \$44.0 million. Operation expenses were 12% higher than the prior year and 7% below budget. There was a net loss of \$1.2 million due to planned expenditures of the capital reserve on facility projects. Operation revenues were 4% lower than the prior year and 100% of budget. The District provided 2% less fixed route revenue service hours, 64% more local paratransit service, and restored yellow bus service.

Fiscal Year 2021/22 was the third year marked by disruption in transit service operations and ridership demand due to the COVID-19 pandemic. Marin Transit's fixed route ridership was retained and recovered faster than any other Bay Area transit operator. Demand response ridership also continued to recover but at a slower rate. Muir Woods service and yellow bus service returned to more typical service level, but Supplemental School service operated limited service due to school bell time changes and limited operational capacity. Operational costs increased with the increased paratransit service hours, rising fuel prices, and new operational contracts.

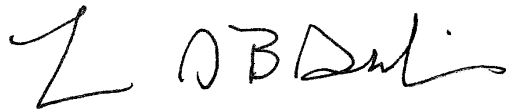
Marin Transit entered this period of disruption and uncertainty in a strong financial position. Recent years of strong economic growth enabled the District to make decisions to fully fund the emergency and contingency reserves, and the 2018 passage of the Measure AA transportation sales tax extension provides long term baseline

funding for the District. The District's long term financial stability is less certain and there are increasing challenges due to the tight labor market. It is increasingly difficult for our contractors to hire and retain frontline staff. This challenge is manifesting in missed service, difficulty adding service, increased costs to our contractors, and ultimately increased costs for the District as purchased transportation contracts are rebid or renegotiated.

Staff provides regular quarterly financial updates to the Board of Directors to monitor the District's financial position. Federal relief funding and District reserves ensured Marin Transit could continue to provide the needed local transit services in Marin County throughout the pandemic. Since ridership has returned and revenues remain strong the District's short term financial outlook remains strong. Staff is continuing to work to better understand new travel patterns and transit needs, and project future impacts to the District's costs and revenues. The lack of ownership of sufficient parking and maintenance facilities continues to be a critical vulnerability in ensuring long term financial stability. The District purchased the Rush Landing bus parking facility in FY2019/20, purchase a paratransit maintenance facility, in San Rafael in FY2021/22 and initiated a purchase of a small parking facility adjacent to the paratransit maintenance facility in FY2021/22. The District still needs an electric vehicle charging and fixed route maintenance facility.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L Gradia', written in a cursive style.

Lauren Gradia
Director of Finance and Capital Programs

Attachments: Marin Transit FY2022 Year End Financial Report, Marin Transit FY2022 Year End Capital Report, and Presentation for FY2022 Year End Financial Report

Marin County Transit District

Year End FY 2021/22 Financial Report

Fiscal Year 2021/22 (July 1, 2021 - June 30, 2022) was the third year marked by disruption in transit service operations and ridership demand due to the COVID-19 pandemic. Marin Transit's fixed route ridership was retained and recovered faster than any other Bay Area transit operator. Demand response ridership also continued to recover but at a slower rate. Muir Woods service and yellow bus service returned to return to more typical service level, but Supplemental School service operated limited service due to school changes and limited operational capacity. Operational costs increased with the increase paratransit service hours, rising fuel prices, and new operational contracts.

In FY2021/22, expenditures for the District's Operations and Capital Programs were \$44.0 million (table 1). Operation expenses were 12% higher than the prior year and 7% below budget. There was a net loss of \$1.2 million due to planned expenditures of the capital reserve on facility projects. Operation revenues were 4% lower than the prior year and 100% of budget. The District provided 2% less fixed route revenue service hours, 64% more local paratransit service, and restored yellow bus service. Marin Transit provided 71% of budgeted demand response services. Figures 1 and 2 show the District's expenses by type and by program over the past five years.

Table 1: Summary

	FY 2020/21 Actual	FY2021/22 Original Budget	FY 2021/22 Revised Budget	FY 2021/22 Actual	Percent Total Budget Used
<i>Operations</i>	34,368,575	36,948,095	37,036,527	36,862,258	100%
<i>Capital</i>	5,754,427	8,158,442	8,182,709	5,967,701	73%
<i>Facility</i>	171,360	0	0	0	NA
Total Revenue	40,294,362	45,106,537	45,219,236	42,829,959	95%
<i>Operations</i>	29,749,318	35,381,744	35,730,684	33,405,156	93%
<i>Capital</i>	5,685,746	13,838,442	17,306,296	10,631,869	61%
<i>Facility</i>	85,307	0	0	0	NA
Total Expenditures	35,520,371	49,220,186	53,036,980	44,037,025	83%
Net Change in Fund Balance	\$4,773,991	(\$4,113,649)	(\$7,817,744)	(\$1,207,066)	
<i>Emergency Reserve</i>	5,852,845	5,896,957	5,896,957	5,896,957	
<i>Contingency Reserve</i>	11,705,690	11,793,914	11,793,914	11,793,914	
<i>Capital Reserve</i>	19,228,282	14,982,297	11,278,202	17,888,880	
Fund Balance (total reserve)	\$36,786,817	\$32,673,168	\$28,969,073	\$35,579,751	

Fiscal year 2021/22 fare revenue was 73%, or \$1.0 million less than pre-COVID (FY2018/19) levels. Other revenues generated from sales tax (local and state), diesel tax, and property tax have continued to increase. For example, property tax revenue grew 7% and preliminary sales tax numbers for FY2021/22 show 5% growth. Marin Transit continued expending federal funding for transit operations which back filled fare revenue losses and allowed the District to continue to provide all transit services. Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020 followed by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) on December 27, 2020, and the American Rescue Plan Act of 2021, on March 11, 2021. With no required local match, these funding sources provide a 100% federal share to support capital, operating, and other expenses eligible under those programs to prevent, prepare for, and respond to COVID-19. The District expended all remaining CRRSAA funds in FY2021/22 and will expend the remaining ARPA funding in FY2022/23 (table 2).

Table 2: Federal Relief Funding

Federal Relief Bill	Marin Transit Allocation	Anticipated Expenditure Year
Coronavirus Aid, Relief, and Economic Security (CARES) Act	\$10.2 million	FY2020, FY2021
Coronavirus Response and Relief Supplemental Appropriation Act of 2021 (CRRSAA)	\$4.2 million	FY2022
American Rescue Plan Act of 2021 (ARPA)	\$6.6 million	FY2022, FY2023
Total	\$20.9 million	

Figure 1: Marin Transit Expenditures by Type

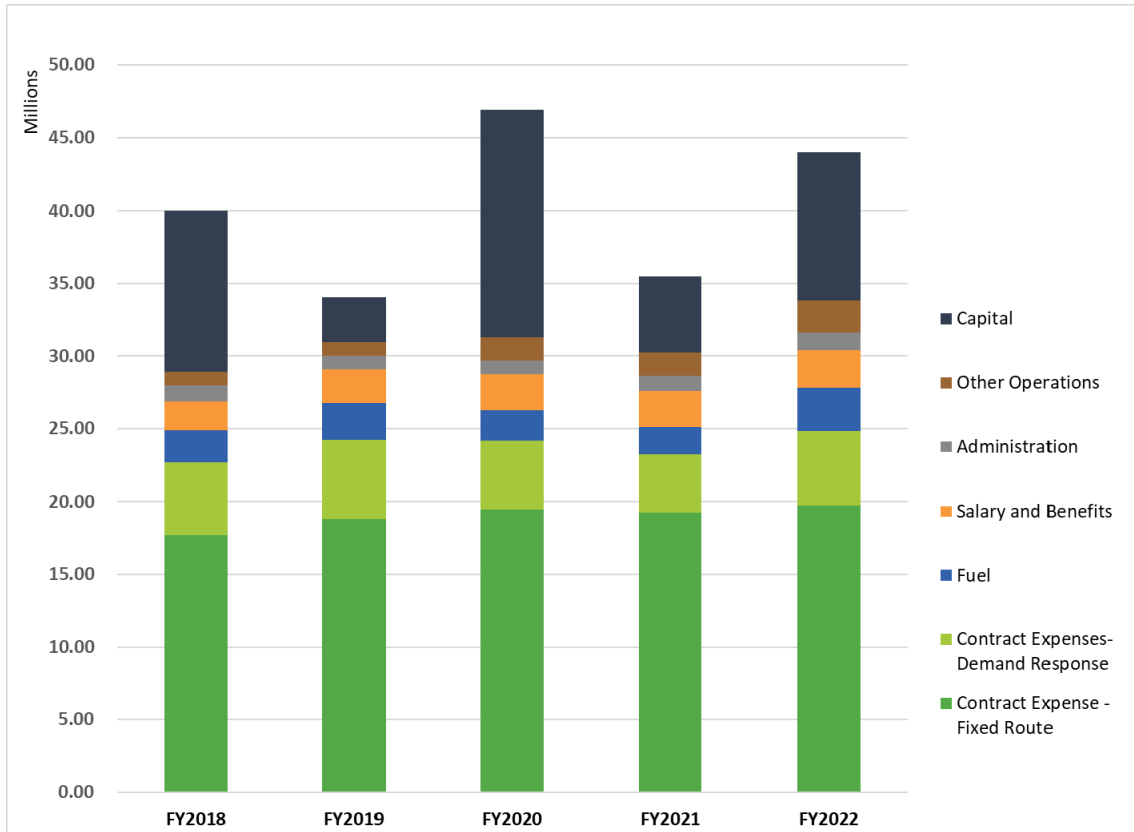
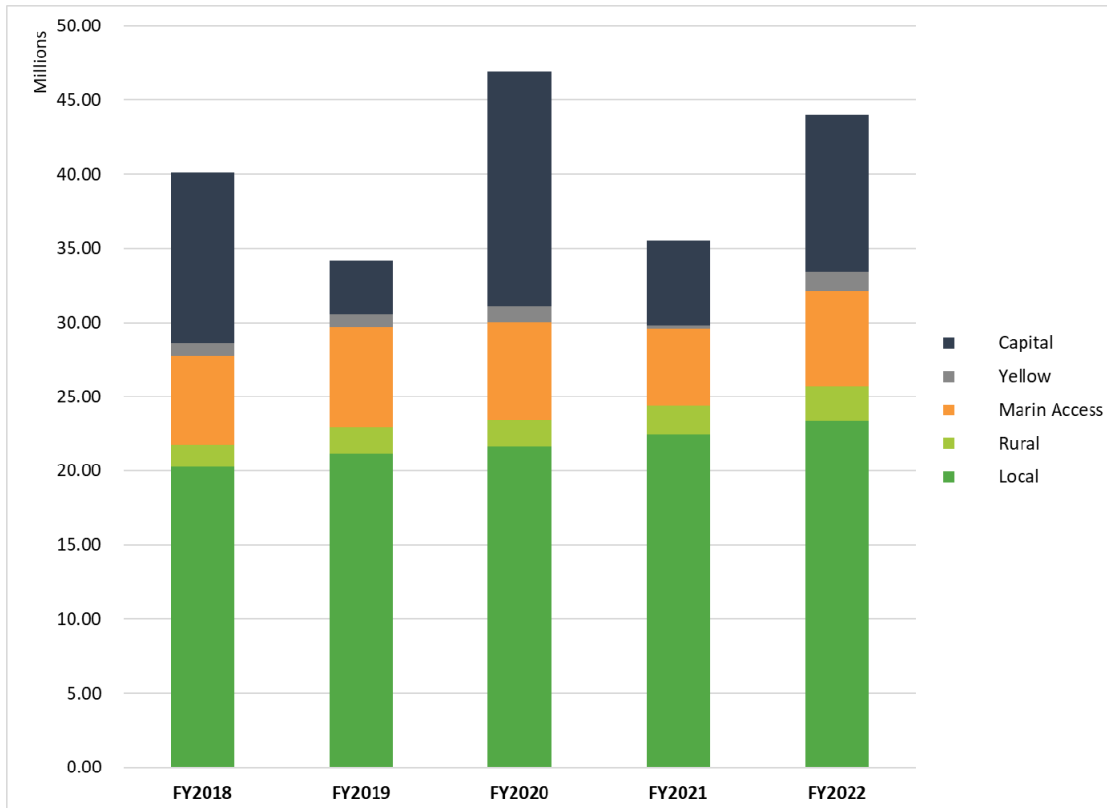


Figure 2: Marin Transit Expenditures by Program



Marin Transit entered this period of disruption and uncertainty in a strong financial position. Recent years of strong economic growth enabled the District to make decisions to fully fund the emergency and contingency reserves, and the 2018 passage of the Measure AA transportation sales tax extension provides long term baseline funding for the District. The District's long term financial stability is less certain and there are increasing challenges due to the tight labor market. It is increasingly difficult for our contractors to hire and retain frontline staff. This challenge is manifesting in missed service, difficulty adding service, increased costs to our contractors, and ultimately increased costs for the District as purchased transportation contracts are rebid or renegotiated.

Staff provides regular quarterly financial updates to the Board of Directors to monitor the District's financial position. Federal relief funding and District reserves ensured Marin Transit could continue to provide the needed local transit services in Marin County throughout the pandemic. Since ridership has returned and revenues remain strong the District's short term financial outlook remains strong. Staff is continuing to work to better understand new travel patterns and transit needs, and project future impacts to the District's costs and revenues. The lack of ownership of sufficient zero emission bus charging, parking, and maintenance facilities continues to be a critical vulnerability in ensuring long term financial stability. The District purchased the Rush Landing bus parking facility in FY2019/20, purchased a paratransit maintenance facility, in San Rafael in FY2021/22 and initiated a purchase of a small parking facility adjacent to the paratransit maintenance facility in FY2021/22. The District still needs an electric vehicle charging and fixed route maintenance facility.

District Reserve Balance

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. If the reserve balance exceeds six months of operating expenditures, the policy allows for funding to be placed in a capital reserve. This reserve provides resources for high priority capital projects or grant matching funds. If total reserves exceed six months of operating expenditures over a prolonged period, the policy advises the Board to consider a range of options that include expanding transit service or decreasing fares to provide the optimal level of transit service and benefits to Marin County residents.

In FY2021/22, the District budgeted and expended capital reserves on the purchase of the 3000 Kerner Paratransit Maintenance Facility. The District created a budget amendment for an additional expenditure of \$3.5 million in capital reserves on 3010/3020 Kerner. This purchase was not finalized until FY2022/23 and the capital reserves were not expended in FY2021/22. At June 30, 2022, the District fully funded the operational reserves and the capital reserves decreased \$1.3 million from the prior year to \$17.9 million (table 1).

Operations

For the purposes of this report, the Operations Budget includes all revenues and expenses not directly related to purchasing or maintaining capital infrastructure or maintaining the Rush Landing facility. Table 4 shows actual FY 2021/22 operations revenues and expenses for the year as they compare to the adopted Budget. All Budget adjustments are shown in Attachment 1. Operations revenues and expenses were 7% and 12% higher than the prior year.

The Operations expenditures (table 4) enabled Marin Transit to deliver the transit services detailed in table 3. Marin Transit operated 2% less fixed route revenue service hours than the prior year and 64% more demand response service hours. Muir Woods Shuttle service operated and full season, backup service for capacity restrictions was no longer needed and most supplemental school service was restored. Ross Valley yellow bus service restarted with four buses. Operated service hours on paratransit services were significantly higher than the prior year but still lower than pre-COVID levels and 76% of the budgeted level.

Table 3: Fiscal Year 2021/22 Transit Services

Service	FY 2020/21 Revenue Hours	FY2021/22 Budgeted Revenue Hours	FY 2021/22 Actual Revenue Hours	% of Budget
Regular Local and Trunk Line	107,113	118,200	113,682	96%
Community Shuttles	41,712	44,800	41,489	93%
Supplemental, Local & School	22,821	9,000	4,569	51%
Muir Woods Shuttle	166	4,440	4,134	93%
West Marin Stagecoach Service	16,290	20,000	19,636	98%
Fixed Route Subtotal	188,102	196,440	183,510	93%
Novato Dial-A-Ride	890	2,600	1,267	49%
Rural Dial A Ride	454	400	391	98%
Transit Connect (Billable Hours)	6,993	6,120	5,566	91%
Local Paratransit Service	18,964	40,700	31,089	76%
Demand Response Subtotal	27,301	75,135	38,313	51%
Regional Paratransit Service	2,427	4,400	4,383	100%
Yellow School Bus Service	0 buses	6 buses	4 buses	0%
Service	FY 2020/21 Trips	FY 2021/22 Estimated Trips	FY 2021/22 Actual Trips	% of Estimate
Catch A Ride	4,379	9,800	4,100	42%
Volunteer Driver	12,855	13,500	9,613	71%

Table 4: Operations FY 2021/22 Actuals (Admin, Local, Rural & Marin Access)

	FY 2020/21 Actual	FY2021/22 Budget- Revised	FY 2021/22 Actual	Percent Budget Used
Revenue				
Fare Revenue	1,654,777	3,017,579	2,931,085	97%
Advertising & Other Revenue	367,408	610,447	553,176	91%
Reimbursements (GGBHTD)	1,267,335	1,342,481	1,622,415	121%
Interest	125,928	160,700	3,027	2%
Measure A	1,106,168	0	0	-
Measure AA	9,159,204	12,726,002	7,956,597	63%
Measure B	910,679	944,943	808,354	86%
Property Taxes	4,975,162	4,940,101	5,341,685	108%
Development Fees	56,556	45,500	62,935	138%
State Transit Assistance (STA)	1,680,205	2,384,860	2,601,124	109%
Transit Development Act (TDA)	3,817,097	5,871,942	6,565,228	112%
Other State	32,769	32,300	32,156	100%
FTA Funds	9,207,534	5,294,542	8,115,859	153%
National Park Service	14,331	418,694	290,824	69%
Transfers to Capital Budget	-6,578	-753,564	-22,206	-
Total Revenue	34,368,575	37,036,527	36,862,259	100%
Expenses				
Salaries and Benefits	2,478,182	2,806,721	2,592,222	92%
Professional Service	315,250	693,752	533,392	77%
Security and Maintenance	220,559	388,631	381,099	98%
Customer Service	681,567	569,638	782,340	137%
Mobility Management Programs	0	92,360	3,942	4%
Grants to External Agencies	232,085	410,406	591,935	144%
Office Supplies	330,566	397,352	318,788	80%
COVID Supplies and Cleaning	219,261	342,000	105,550	31%
General Insurance	63,052	72,928	88,026	121%
Contract Service Operation	23,220,992	26,421,441	24,814,294	94%
Membership & Prof Development	34,694	53,888	44,580	83%
Mileage and Travel	413	25,750	5,095	20%
Marketing	96,232	178,411	56,060	31%
Communication	188,554	264,888	196,614	74%
Fuel	1,891,121	3,121,432	2,997,168	96%
Utilities (Facilities)	0	65,000	36,723	56%
Vehicle and Parking Leases	0	26,236	26,640	102%
Office - Rental and Overhead	140,532	146,260	149,419	102%
Transfers to Capital Budget	-363,742	-346,410	-318,732	92%
Total Expenses	29,749,318	35,730,684	33,405,156	93%
Net Revenue Over Expenditures	4,097,801	1,305,843	3,457,104	

Revenues

Marin Transit operations revenues were \$36.9 million in FY 2021/22. This represents an increase of \$2.4 million (7%) from the prior year (Table 3). The District continued to have a diverse set of revenue (figure 3 and figure 4), but for the second year the composition changed due to increased federal funds for operations from the federal relief bills (figure 3). Measure AA Local Sales Tax continues the largest single source of funding, and the District claimed \$8.0 million in Measure AA revenues for operations. The District claims Measure AA funds on a reimbursement basis based on the District’s expenditures. Sales tax based revenue has continued to grow throughout the COVID-19 pandemic and property tax revenue grew five percent compared to the prior year.

Figure 3: Marin Transit Operations Revenues by Type

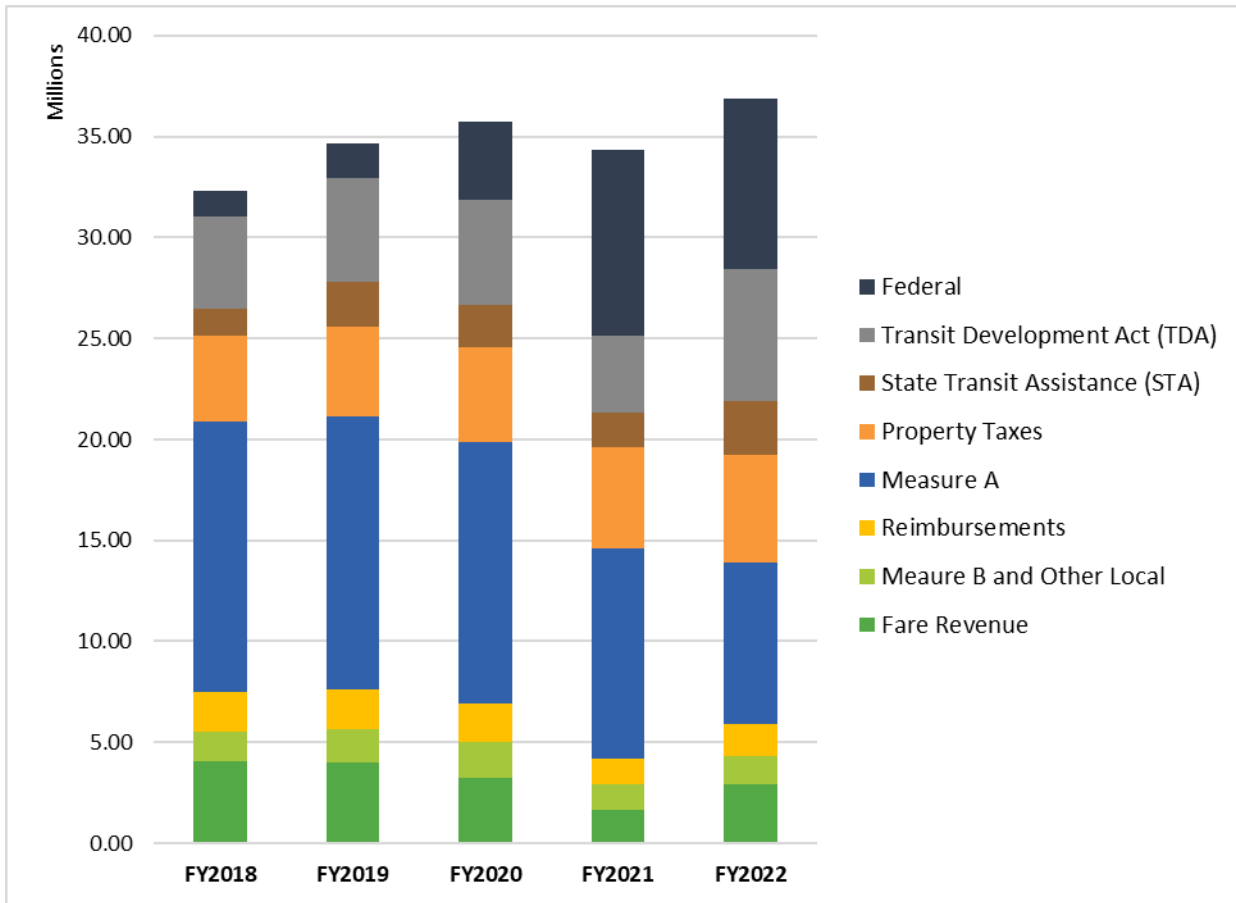
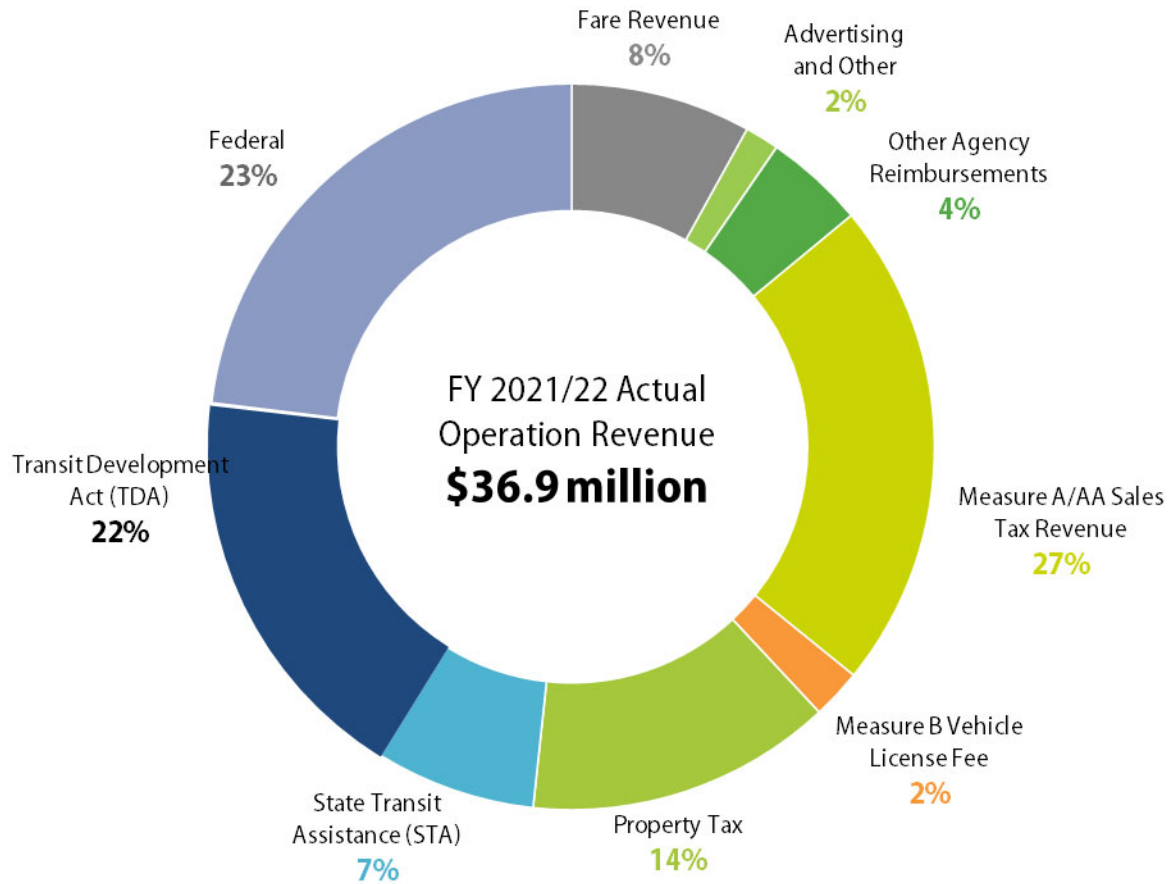


Figure 4: Operations Revenue Sources for FY 2021/22



Revenue variances of more than \$100,000 and more than 10% are shown in table 5. Fare revenue increased 77% and is 73% of pre-COVID fares. The increase in revenue is directly related to the returning demand for service.

Reimbursements increased as demand for paratransit service returned and GGBHTD pays for regional paratransit and part of the local paratransit costs. While available Measure AA funding increased with strong sales tax growth, the operations revenues are based on reimbursements and Marin Transit expended less Measure AA funding due to the availability of federal operations funds. Unspent funds are programmed for expenditure in future years when the federal funds are fully expended.

Total federal funds for operations decreased by \$1 million as the final allocations of federal relief funds are fully expended.

State Transit Assistance and Transportation Development Act allocations were significantly higher than the prior year. These allocations include significant revenue carryforward from prior years where declines were projected but not realized.

Table 5: Operations Revenue Variances >\$100,000 and >10% over Prior Year

Revenue Category	FY 2021/22 Actual	Variance from Prior Year		Notes
		Amount (\$)	%	
Fare Revenue	\$2,931,085	\$1,276,308	77%	Strong return of ridership
Advertising & Other Revenue	\$553,176	\$185,768	51%	Rush Landing rental revenue plus return of advertising rental
Reimbursements (GGBHTD)	\$1,622,415	\$355,080	28%	Reflects increasing demand for regional and local paratransit service
Interest	\$3,027	(\$122,901)	-98%	Decline in interest rates
Measure A/AA	\$7,956,597	(\$2,308,775)	-29%	Reduced reliance on Local Sales Tax revenue
Measure B	\$808,354	(\$102,325)	-11%	Prior year included more carryforward funds
State Transit Assistance	\$2,601,124	\$920,919	55%	Restoration of available funds
Transportation Development Act	\$6,565,228	\$2,748,131	72%	Restoration of available funds
FTA	\$8,115,859	(\$1,091,675)	-12%	Less Federal Relief funds available
NPS	\$290,824	\$276,493	>1000%	Return of Muir Woods service

Table 6: Operations Expense Variances >\$100,000 and >10% from Prior Year

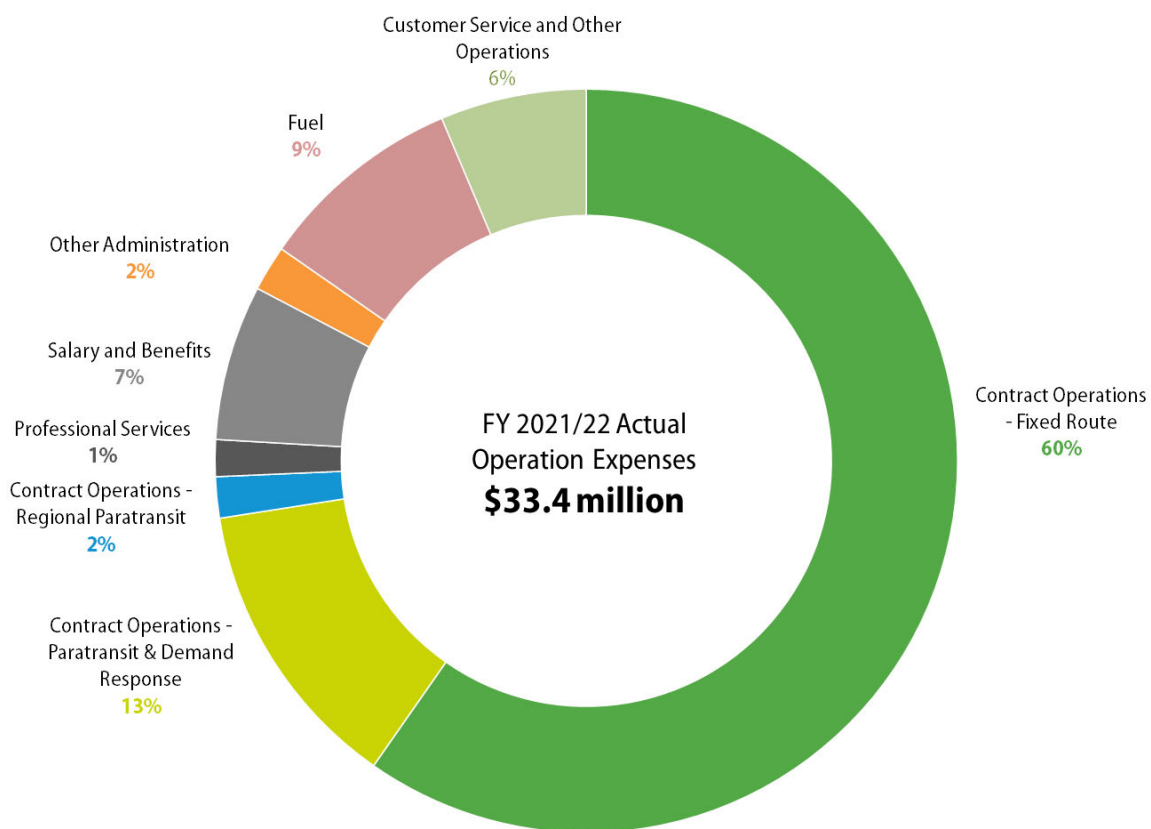
Expense Category	FY 2021/22 Actual	Variance from Prior Year		Notes
		Amount (\$)	%	
Professional Services	\$533,392	\$160,540	73%	Prior year had unusually low professional service costs
Security and Maintenance	\$381,099	\$100,773	15%	Increase in share of San Rafael Transit Center costs due to providing a larger amount of service relative to GGBHTD
Customer Service	\$782,340	\$100,773	15%	Increase in share of GGBHTD provided customer service costs due to providing a larger amount of service relative to GGBHTD
Grants to External Agencies	\$591,935	\$359,850	155%	Restoration of Measure AA yellow bus grants including re-mobilization grants
COVID Supplies and Cleaning	\$105,550	(\$113,711)	-52%	Reduction in need
Contract Service Operation	\$24,814,294	\$1,593,302	7%	Increase in paratransit service hours operated plus increasing contract rates
Fuel	\$2,997,168	\$1,106,047	58%	Rapidly increasing fuel prices

Expenses

Marin Transit’s FY 2021/22 operations expenses of \$33.4 million (table 4) were 12% higher than in FY2021/22 and 7% below the budget. Expense variations greater than \$100,000 and greater than 10% from the prior year are shown in Table 6. Contract service operations expenses (purchased transportation) were 75% of total operations costs (figure 5, 60% Fixed Route, 13% Local Paratransit, and 2% Regional Paratransit Operations). Contract operations cost were within budget and 7% above the prior year (table 6). Fuel expenses increased by over 50% due to the rise in fuel prices. Grants to External Agencies also increased significantly due to the restoration of yellow bus service and the inclusion of additional funds to programs for re-mobilization costs. (table 6).

The program area budgets provide a more detailed discussion of expenses.

Figure 5: Systemwide Operations Expense Categories for FY2021/22



Marin Transit accounts for expenses by program area: Administration, Local Fixed Route, Rural Service, Marin Access Service and Yellow Bus Service. Financial highlights from each program area are summarized below.

Administration

The Administration budget includes revenues and expenses shared by all program areas. These items are budgeted and recorded in Administration, and 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 administrative costs and identify the full cost of programs.

District Administrative revenues are primarily comprised of property tax revenue. Property tax revenue increased 7% from the prior year and continued to show strong growth.

Marin Transit’s Administrative expenses include staff salaries, benefits, and associated office space (table 8). Administrative costs were 8% under budget and increased 12% from the prior year. The District had one vacant positions at the end of the fiscal year due to an employee departure. Based on payroll hours, Marin Transit employed 15.4 FTEs and ended FY2020/21 with 15 regular employee FTE’s, two part time employees, and one vacant full time position. All regular employees working a minimum of 20 hours a week receive contributions to a Governmental 401(a) single employer defined contribution pension plan (the Plan). District contributions are based on years of service and are posted into individual employee accounts under the Plan. A report of contributions, total balances, and investment returns is provided in Attachment 2. Marin Transit’s closed defined benefit plan for employees hired under prior employment models was funded by agreements with CalPERS and Marin County in FY2020/21. The District paid \$9,369 in administrative fees for the plan.

Table 7: Marin Transit Staffing Full Time Equivalents (FTEs)

	FY 2020/21	FY 2021/22
Budget	16.4	16.4
Actual	15.6	15.4

Notes:

1) Stated in Full Time Equivalents (FTE's)

Legal costs increase significantly due to a legal claim against the district. This claim was settled and the District’s insurance will partially cover these fees. All other expenditures were close to their budgeted amounts.

Table 8: Administration FY 2021/22 Actuals

		FY2020/21 Actual	FY2021/22 Budget Original	FY2021/22 Budget Revised	FY2021/22 Actual	Percent Budget Used
Revenue						
4070400	Interest	125,928	160,700	160,700	3,027	2%
4079950	Development Fees	23,894	20,500	20,500	27,505	134%
4079954	Residual ABX 126	32,662	25,000	25,000	35,430	142%
4080101	PropTax-CurrntSecured	4,366,859	4,472,425	4,472,425	4,553,967	102%
4080102	County Fee-Admin Basic Tax	-62,492	-68,494	-68,494	-59,808	87%
4080103	Property Tax-Unitary	39,531	40,170	40,170	45,468	113%
4080104	PropTax-CurrntUnSecur	82,857	80,000	80,000	83,978	105%
4080105	Educ Rev Augm Fund-Redist	451,508	320,000	320,000	551,990	172%
4080106	PropTax-Supp CY SECR	89,757	90,000	90,000	155,358	173%
4080107	PropTax-Supp Unsecured	1,711	1,000	1,000	3,396	340%
4080108	PropTax-Redemption	2,952	2,000	2,000	2,559	128%
4080109	PropTax-Prior Unsecured	2,480	3,000	3,000	4,777	159%
4119940	Other	371	450	450	369	82%
Subtotal Revenue		5,164,066	5,146,751	5,146,751	5,408,016	105%
4700001	Property Tax Transfer	(271,548)	(3,098,005)	(3,009,573)	(1,343,480)	45%
Net Revenue		4,892,518	2,048,746	2,137,178	4,064,536	190%
Expense						
5010200	Salaries	1,526,167	1,800,921	1,800,921	1,496,824	83%
5030301	Benefits	952,015	1,005,800	1,005,800	1,095,399	109%
5030301	Consultant Services	86,368	206,000	206,000	142,827	69%
5030304	Prof Services – Legal	15,999	103,000	103,000	135,851	132%
5030305	Prof Svcs - Audit	35,898	37,693	37,693	39,867	106%
5049901	Office Supplies	3,035	13,390	13,390	7,099	53%
5049902	Small Furn/Equip	10,193	10,300	10,300	7,001	68%
5049903	Software Maintenance	90,751	90,000	90,000	93,898	104%
5049904	Copier Suppl & Srvc	8,286	10,017	10,017	7,903	79%
5049905	Postage	1,062	3,377	3,377	1,124	33%
5049906	Computers	9,282	22,145	22,145	15,931	72%
5049911	COVID -Supplies and Cleaning	561	0	0	2,704	NA
5050201	Communication - Phone	32,009	33,475	33,475	38,574	115%
5060301	Insurance - Gen Liability	63,052	72,928	72,928	88,026	121%
5090101	Memberships & Prof Dev.	34,694	53,888	53,888	44,580	83%
5090202	Mileage and Travel	413	25,750	25,750	5,095	20%
5090801	Marketing	2,068	13,911	13,911	5,440	39%
5121200	Office Rental	140,532	146,260	146,260	149,419	102%
Subtotal Expense		3,012,385	3,648,855	3,648,855	3,377,562	93%
5100100	Salary/Benefit Transfers	(2,305,491)	(2,654,451)	(2,263,258)	85%	85%
5100101	Transfer Overhead	(444,644)	(563,590)	(496,732)	88%	88%
Net Expense		262,250	430,814	430,814	617,572	143%

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 services). Local service includes the regular trunk line routes, Community Shuttles, supplemental school service, general purpose on-demand services, and the Muir Woods Shuttle service.

Marin Transit reduced service to pre-COVID levels as capacity restrictions on buses eased and additional service was not needed to reduce pass-ups in key corridors. As a result, even with the restoration of Muir Woods Shuttle and most supplemental school routes, Marin Transit operated 5% less service than FY2020/21 (figure 7). However, unlinked passenger trips increased 57% with the return of ridership to over 75% of pre-COVID levels (figure 6). The District's annual performance report provides more analysis of ridership trends.

Total expenses for local service increased 3 percent over the previous fiscal year (table 9). Local service costs 94% of budget. Fuel costs increased 43% but were within budget since the budget includes allowances for significant price fluctuation.

Local Service is primarily funded with State Transit Assistance (STA), Transportation Development Act (TDA), local Measure A/AA sales tax, and fare revenue. Fare revenue from local service was about 73% of pre-COVID fares. Marin Transit expended \$6.6 million in federal COVID relief funding on local service in FY2021/22 and has \$3.6 million in remaining ARPA funds.

Marin Transit had no discretionary grant funds for local service in FY 2021/22.

Figure 6: Local Unlinked Passenger Trips by Program

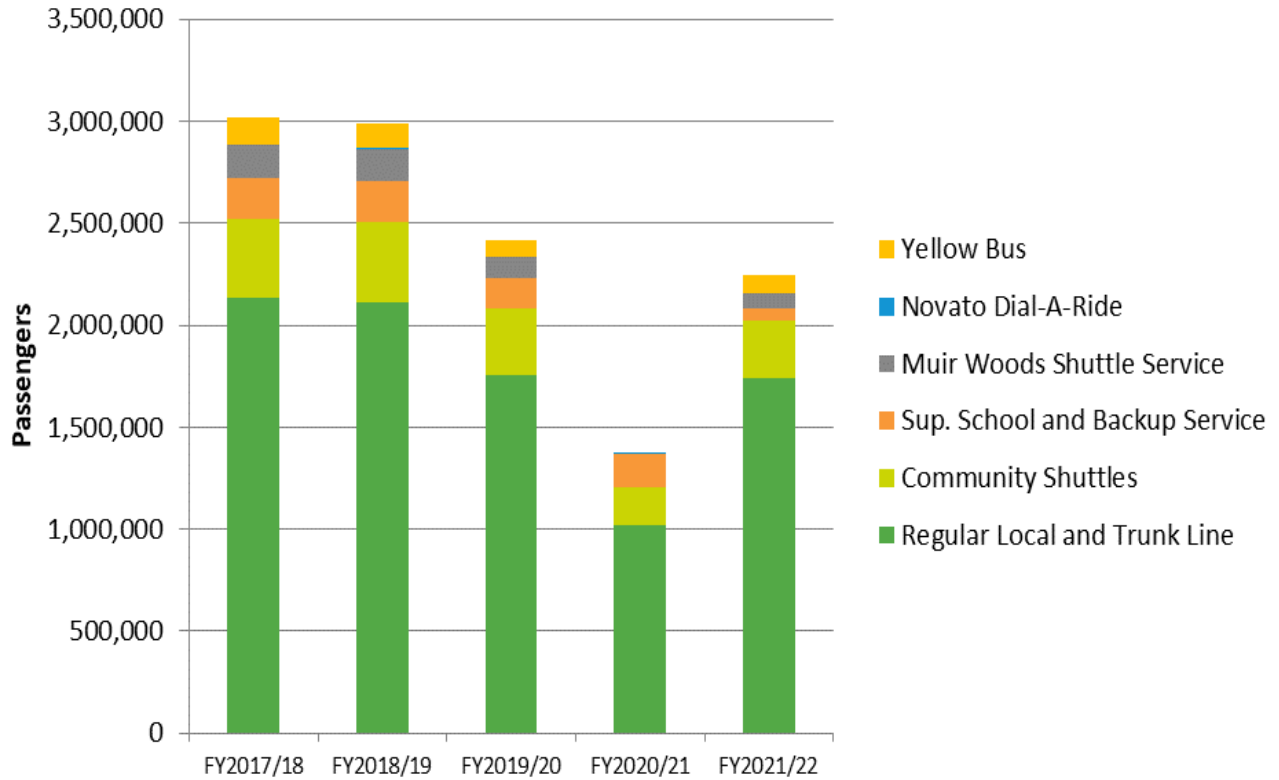


Figure 7: Local Revenue Service Hours by Program

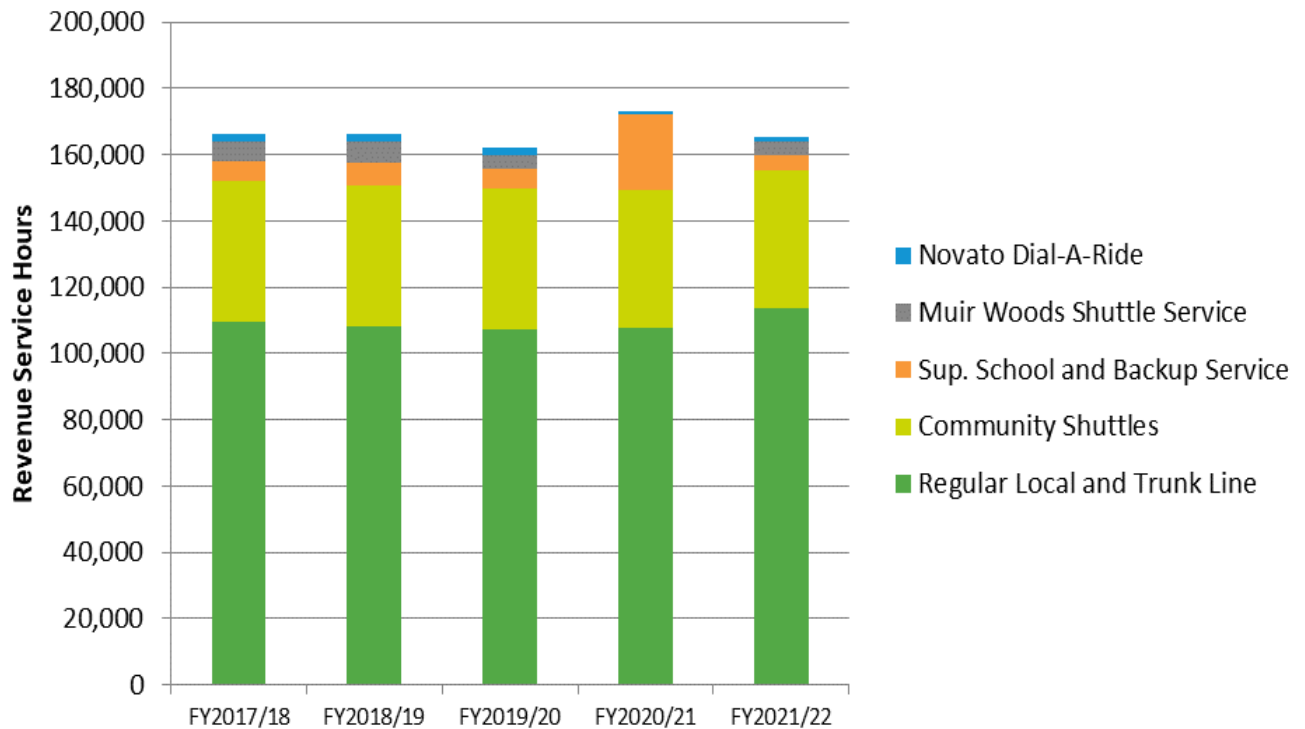


Table 9: Local Service FY 2021/22 Actuals

		FY2020/21 Actual	FY2021/22 Budget Original	FY2021/22 Budget Revised	FY2021/22 Actual	Percent Budget Used
Revenue						
4020000	Special Fares - Pd by Anthr Agcy	198,763	556,323	556,323	437,028	79%
4060301	Advertising Revenue	201,573	273,712	273,712	232,513	85%
4070301	Lease of Property	165,835	336,735	336,735	320,663	95%
4092001	Measure A Sales Tax	944,535	0	0	0	-
4092005	Measure AA - Sales Tax	6,979,897	8,680,992	8,680,992	3,709,895	43%
4110102	Transportation Development Act	3,817,097	5,871,942	5,871,942	6,565,228	112%
4110101	State Transit Assistance -Pop	766,220	824,860	824,860	1,041,124	126%
4110105	State Transit Assistance -Rev.	853,985	1,500,000	1,500,000	1,500,000	100%
4119904	State - SREC Credits	14,010	16,000	16,000	13,528	85%
4119910	Fed-FTA 5307 Formula	70,520	0	0	0	-
4139914	Fed- FTA 5307 COVID Relief Funds	6,760,570	3,654,814	3,654,814	6,654,814	182%
4139951	National Park Service	14,177	418,544	418,544	290,671	69%
4140100	Fare Revenue	1,270,458	1,563,217	1,563,217	1,762,474	113%
Subtotal Revenue		22,057,640	23,697,139	23,697,139	22,527,938	95%
4700001	Property Tax Transfer	6,045	300,000	300,000	200,441	67%
4700002	Program Revenue Transfer	33,412	80,000	80,000	44,431	56%
Total Revenue		22,097,097	24,077,139	24,077,139	22,772,810	95%
Expense						
5030301	Consultant Services	97,394	210,000	210,000	98,603	47%
5030310	Fare Processing Charges	14,679	18,035	18,035	21,821	121%
5030320	Customer Service	352,011	338,910	338,910	584,338	172%
5030602	Custodial Service	0	68,291	68,291	40,325	59%
5030701	Security Services	220,501	298,324	298,324	294,721	99%
5040101	Fuel	1,451,828	2,268,597	2,265,407	2,070,224	91%
5040160	Electrical Power	40,695	120,000	120,000	61,579	51%
5040180	Utilities (Facility)	0	35,000	35,000	26,160	75%
5049902	Small Furniture/Equip	1,586	10,000	10,000	11,560	116%
5049903	Software	38,188	43,260	43,260	41,874	97%
5049911	COVID-Supplies and Cleaning	173,290	244,927	244,927	69,568	28%
5050200	Communication	108,810	128,454	128,454	107,927	84%
5080101	Purchased Transportation	17,718,445	18,374,221	18,374,221	17,518,227	95%
5090801	Marketing	60,229	90,000	90,000	32,612	36%
Subtotal Expense		20,277,656	22,248,019	22,244,829	20,979,541	94%
5100100	Salary/Benefit Transfers	1,541,638	1,801,776	1,801,776	1,488,314	83%
5100101	Overhead Transfer	277,803	307,752	307,752	304,955	99%
Total Expense		22,097,097	24,357,547	24,354,357	22,772,810	94%

Rural Service

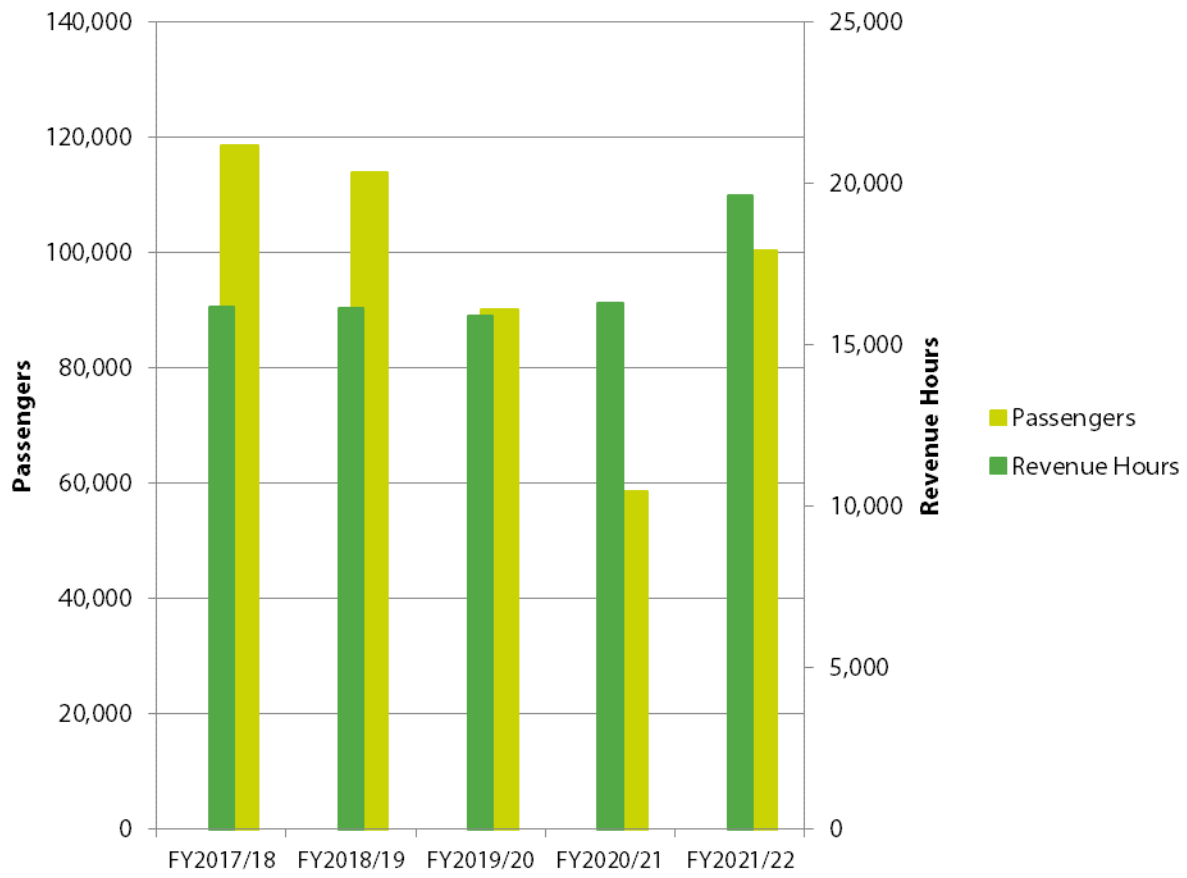
Rural Service is operated as the West Marin Stagecoach Service and includes the Northern Route 68, the Southern Route 61, and limited Dial A Ride service in Point Reyes, Dillon Beach and Tomales. All Rural revenues and expenses are shown in Table 10. In FY2021/22, the District operated temporarily increased service levels with 20% more service, primarily on the weekends. Actual expenses were close to budgeted amounts. Marin Transit has continued to operate rural services throughout the COVID-19 pandemic to provide lifeline services to rural communities. Rural ridership has rebounded strongly and was 88% of pre-COVID ridership (figure 8) and fares were 76% of pre-COVID (FY2018/19) fare revenue.

The District expended \$304,048 in Federal 5311 CARES Act funding to offset the losses in fares and sales tax revenues.

Table 10: Rural Service FY 2021/22 Actuals

		FY2020/21 Actual	FY2021/22 Budget Original	FY2021/22 Budget Revised	FY2021/22 Actual	Percent Budget Used
Revenue						
4092001	Measure A Sales Tax	27,059	0	0	0	-
4092005	Measure AA Sales Tax	564,320	664,630	664,630	664,630	100%
4139920	Fed-FTA 5311 Rural	0	231,649	231,649	228,695	99%
4139923	Fed-FTA 5311 Federal Relief	1,028,695	523,877	523,877	304,048	58%
4140100	Fare Revenue	52,419	81,474	81,474	84,194	103%
Subtotal Revenue		1,672,493	1,501,630	1,501,630	1,281,567	85%
4700001	Property Tax Transfer	258,925	1,158,429	1,158,429	1,072,698	93%
Total Revenue		1,931,418	2,660,059	2,660,059	2,354,265	89%
Expense						
5030301	Consultant Services	8,090	15,914	15,914	7,059	44%
5040101	Fuel	158,951	257,829	257,829	367,930	143%
5040180	Utilities - facility	0	0	0	37	
5049902	Equipment	1,642	5,000	5,000	0	0%
5049911	COVID-Supplies and Cleaning	5,014	13,073	13,073	103	-
5050205	Communication-AVL	12,887	18,182	18,182	12,454	68%
5050206	Communication-Data	697	1,126	1,126	0	0%
5080101	Purchased Transportation	1,624,308	1,909,351	1,912,025	1,843,963	96%
5090801	Marketing	6,197	20,000	20,000	5,379	27%
Subtotal Expense		1,817,786	2,240,475	2,243,149	2,236,925	100%
5100100	Salary/Benefit Transfers	96,282	124,348	124,348	97,385	78%
5100101	Transfer Overhead	17,350	37,310	37,310	19,954	53%
Total Expense		1,931,418	2,402,133	2,404,807	2,354,264	98%

Figure 8: Rural Stagecoach Revenue Hours and Unlinked Passenger Trips



Marin Access (Paratransit and Mobility Management)

The Marin Access FY2021/22 actuals (table 11) include revenues and expenses for Paratransit Services for Local and Regional trips (Intra- and Inter-county) and Marin Transit’s mobility management programs for the County’s older adults, persons with disabilities, and low-income residents. These programs include on demand CONNECT service, Catch A Ride taxi service, and a volunteer driver program.

The COVID-19 pandemic reduced paratransit demand more significantly than fixed route service and the demand has returned more slowly. Ridership was 40% percent higher than the prior year (Figure 9) and 48% of pre- COVID (FY2018/19) levels. The demand response purchased transportation contract has fixed and variable price components. The variable rate is based on the number of revenue hours operated and with lower demand this contract payment decreases. This contract was competitively procured, and a new contract operator started service in February 2022. This contractor is based out of the Marin Transit owned paratransit maintenance facility at 3000 Kerner in San Rafael, with vehicle park outs at GGBHTD properties in San Rafael and Novato.

With fewer revenue hours operated (figure 10), Marin Access costs are below pre- COVID expenses (94% of FY2018/19 expenses) and were 88% of budget (table 11). Fuel costs increased rapidly with rising gasoline costs and exceeded the budget by 4% (table 11). The low passenger levels continue to result in high Marin Access blended cost per trip. The costs per trip was \$87 in FY2021/22 and \$97 in FY2020/21. Pre-Covid, the cost per trip was closer to \$40.

Measure AA sales tax is the largest single funding source for Marin Access. Marin Transit expended \$2.8 million of Measure AA Category 4.3 funds to deliver mobility services for seniors and people with disabilities. Marin Transit receives Measure B funds from the County vehicle license fee to fund special mobility programs and staff. Marin Transit also pays for Marin Access programs with property tax, federal Americans with Disabilities Act (ADA) set-aside Section 5307 funds, and additional grant funding. Fare revenue was 63% higher than the prior year and 70% of pre COVID (FY2018/19) fares. GGBHTD reimburses all direct costs for providing regional paratransit and provides funding for about 20% of local paratransit based on their relative share of local fixed route trips, down from 22% in the prior year.

Marin Transit expended the following discretionary grant funds for Marin Access service in FY 2021/22:

FY 2021/22 Expenditure	Total Grant Award	Program	Source
\$80,146	\$162,800	Mobility Management	FTA Section 5310 discretionary

Figure 9: Marin Access Ridership

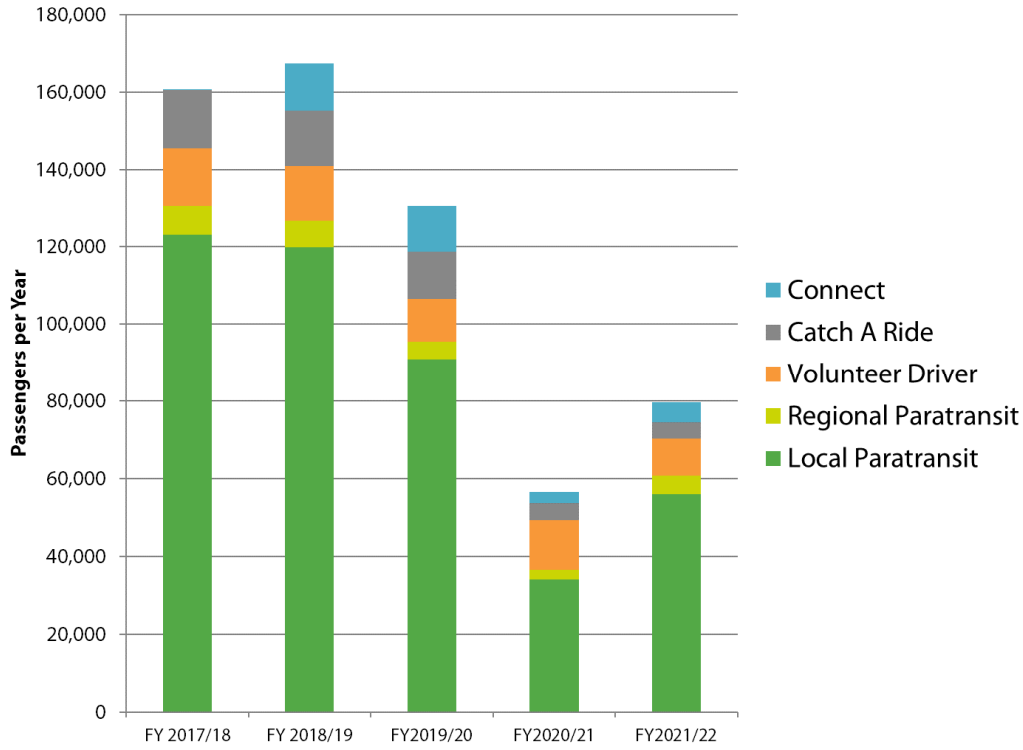


Figure 10: Marin Access Revenue Hours

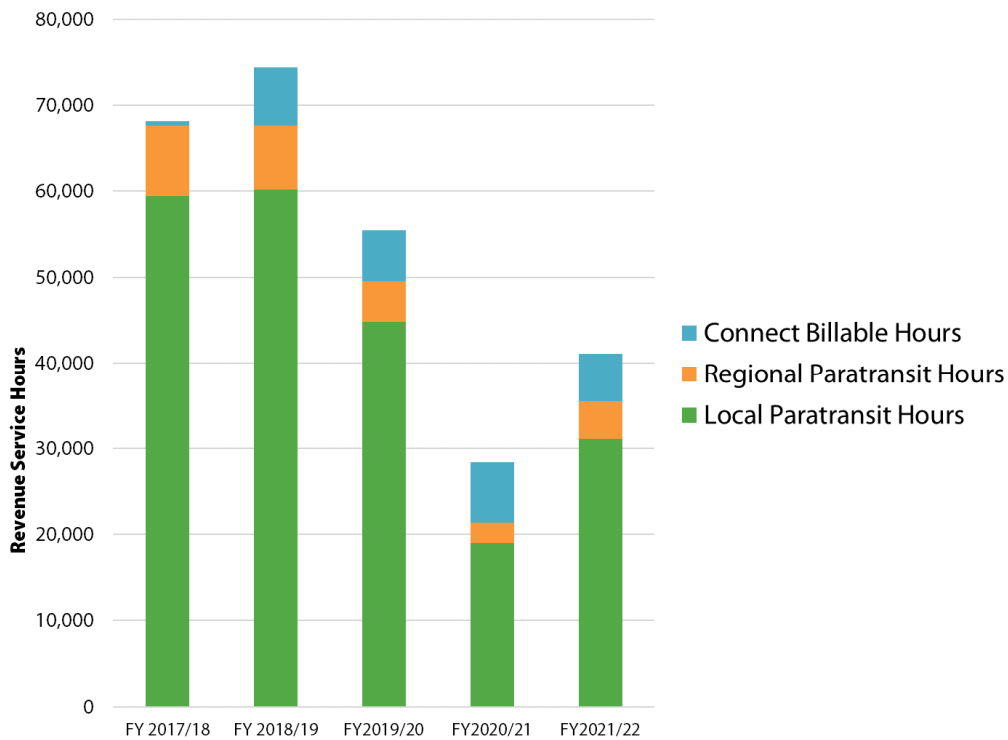


Table 11: Marin Access FY 2021/22 Actuals

	FY2020/21 Actual	FY2021/22 Budget Original	FY2021/22 Budget Revised	FY2021/22 Actual	Percent Budget Used
Revenue					
4092001 Measure A Sales Tax	134,574	0	0	0	N/A
4092005 Measure AA Sales Tax	1,353,396	2,767,180	2,767,180	2,767,189	100%
4099950 Measure B	910,679	944,943	944,943	808,354	86%
4110101 State Transit Assistance	60,000	60,000	60,000	60,000	100%
4119910 State Prop Tx Relief HOPTR	18,541	16,000	16,000	18,412	115%
4139910 Fed-FTA 5307 Urbanized Area Formula	697,574	802,802	802,802	802,802	100%
4139915 Fed-FTA 5307 Federal Relief	559,614	0	0	0	N/A
4139941 Fed-FTA 5310 Mobility	90,561	81,400	81,400	80,146	98%
4139917 Fed-FTA 5310 Federal Relief	0	0	0	45,354	N/A
4140100 Fare Revenue	133,137	242,900	242,900	219,082	90%
4601003 GGBHTD – Local Paratransit Payment	693,171	527,331	527,331	921,650	175%
4601004 GGBHTD – Reg Paratransit Payment	574,164	705,473	705,473	654,653	93%
Subtotal Revenue	5,225,411	6,148,029	6,148,029	6,377,642	104%
4700001 Property Tax Transfer	0	784,361	784,361	48,134	-
4700002 Program Revenue Transfer	-33,412	-80,000	-80,000	-44,431	56%
Total Revenue	5,191,999	6,852,390	6,852,390	6,381,345	93%
Expense					
5030301 Consultant Services	52,189	83,900	83,900	107,001	128%
5030310 Fare Processing Charges	61	0	0	1,173	N/A
5030320 Customer Service	329,556	339,442	230,728	198,002	86%
5030602 Custodial Service	0	20,000	20,000	5,188	26%
5030701 Security Services	0	0	0	4,662	N/A
5040101 Fuel	239,647	478,197	478,197	497,434	104%
5040180 Utilities (Facility)	0	30,000	30,000	10,525	35%
5049902 Small Furn/Equip	0	10,000	10,000	23	0%
5049903 Software	166,425	178,064	178,064	131,383	74%
5049911 COVID- Supplies and Cleaning	40,395	84,000	84,000	33,174	39%
5050201 Communication - Phone	0	0	0	567	N/A
5050204 Communication-MERA Radio	20,204	22,246	22,246	22,962	103%
5050206 Communication-Data	13,948	35,000	35,000	14,129	40%
5080101 Purchased Transportation	3,327,108	4,335,581	4,836,797	4,281,305	89%
5080102 Purchased Transportation - Regional	551,131	659,320	616,274	597,625	97%
5090801 Marketing	27,738	51,500	51,500	12,630	25%
5098001 Misc-Exp Transit User Training	0	12,360	12,360	3,942	32%
5098002 Gap Grant	0	80,000	80,000	0	0%
Subtotal	4,768,402	6,419,610	6,769,066	5,921,725	87%
5100100 Salary/Benefit Transfers	358,919	355,281	355,281	380,269	107%
5100101 Transfer Overhead	64,677	106,599	106,599	77,917	73%
Total Expense	5,191,998	6,881,490	7,230,946	6,379,911	88%

Yellow Bus Program

The Yellow Bus Service budget (table 12) includes full operation of yellow bus service for the Ross Valley School District, oversight of yellow bus operations for the Reed Union and Mill Valley school districts and administration of a Measure AA yellow bus grant program.

The Ross Valley School District yellow bus program restarted operation in FY2021/22 with a four vehicle operation. The service was reduced to five buses from six buses to control program costs, reflect enrollment changes and incorporate more efficient scheduling. Marin Transit 's yellow bus program also includes making grants of Measure AA funds to other eligible county yellow bus programs. These grants increased and included additional funds for program remobilization.

Table 12: Yellow Bus Service FY 2021/22 Actuals

		FY2020/21 Actual	FY2021/22 Budget Original	FY2021/22 Budget Revised	FY2021/22 Actual	Percent Budget Used
Revenue						
4030000	Fares - Paid by Another Agency	0	151,000	151,000	151,000	100%
4090101	Fee For Service	0	109,677	109,677	46,112	42%
4092005	Measure AA Sales Tax	261,591	613,200	613,200	814,883	133%
4140105	Fare Revenue - Yellow Bus	0	422,665	422,665	277,307	66%
Subtotal Revenue		261,591	1,296,542	1,296,542	1,289,302	99%
4700001	Property Tax Transfer	0	13,219	13,219	0	0%
Total Revenue		261,591	1,309,761	1,309,761	1,289,302	98%
Expense						
5030301	Consultant Services	3,600	0	0	3,420	-
5030310	Fare Processing Charges	1,029	19,210	19,210	10,206	53%
5030602	Custodial Service	0	2,016	2,016	1,767	88%
5049903	Equipment	0	1,800	1,800	15	1%
5049903	Software	118	0	0	978	-
5050205	Communication-AVL	0	16,327	16,327	0	0%
5050206	Communication-Data	0	10,079	10,079	0	0%
5080103	Yellow Bus School Service	0	682,124	682,124	573,174	84%
5090801	Marketing	0	3,000	3,000	0	0%
5098008	Measure AA Ylw Bus Grants	232,085	410,406	410,406	591,935	144%
5120401	Leases and Rentals	0	26,236	26,236	26,640	102%
Subtotal Expense		236,832	1,171,198	1,171,198	1,208,135	103%
5100100	Salary/Benefit Transfers	25,184	106,584	106,584	60,141	56%
5100101	Transfer Overhead	4,538	31,980	31,980	12,323	39%
Total Expenses		266,554	1,309,762	1,309,762	1,280,599	98%

Capital

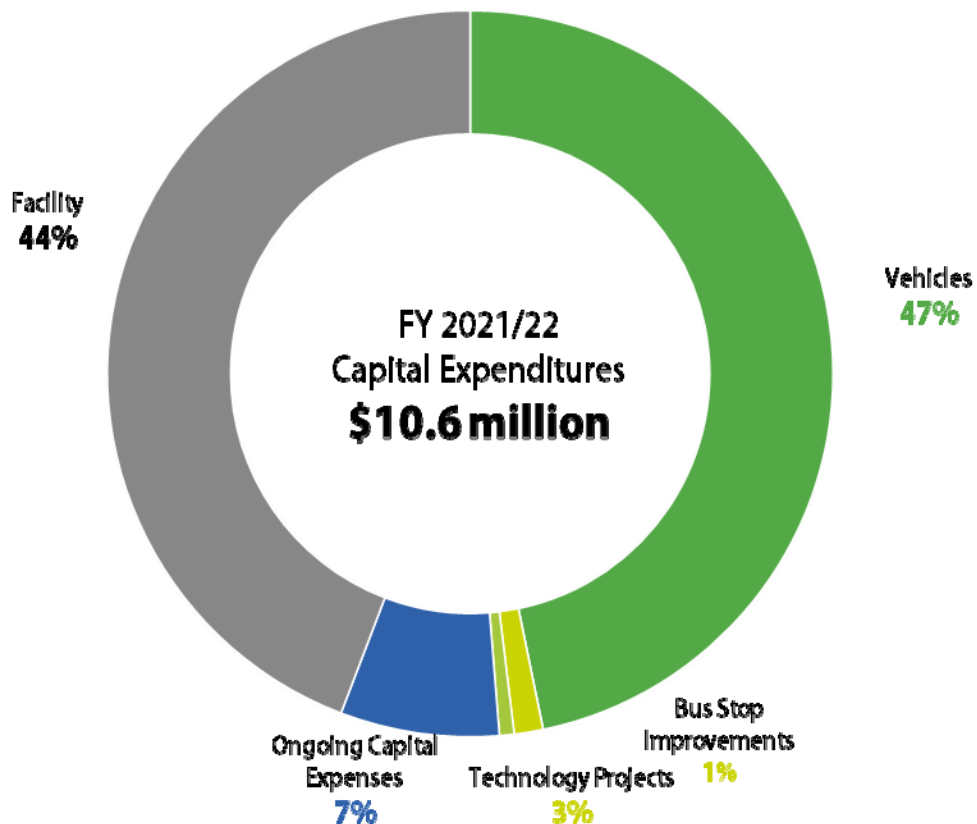
Marin Transit’s Capital Program includes all expenses related to purchasing and maintaining the transit system’s capital assets (table 14). This includes vehicle purchases, vehicle leasing, bus stop improvements, technology projects, communication systems, facilities purchases and improvements (figure 8). A more detailed status report of the District’s capital projects is included in the Attachment B - FY 2021/22 Capital Report.

In FY 2021/22, capital expenditures were \$10.6 million. The expenditures included the following major projects:

- Purchase of 4-40ft Electric Buses (replacements)
- Purchase of 2 XHF (Rural) XHF Vehicles (replacements)
- Paratransit Maintenance Facility purchase and improvements (3000 Kerner)
- Initiation of ADA Bus Stop Improvement Project; and
- Completion of the Realtime Sign Project

Vehicle purchases were 74% of the total expenditures and Facility costs were 44% of total expenditures.

Figure 11: Capital Expenditures by Categories



Capital Revenue

Marin Transit’s capital program is typically funded primarily with federal funds and matching local funds. Federal Section 5307 funds are available through regional programming for up to 82% of vehicle replacement costs. In FY2021/22, Marin Transit expended \$4.6 million in capital reserve funds on the purchase and improvements to the paratransit maintenance facility and for improvements to the Rush Landing parking and electric vehicle charging site. Capital revenues by type are shown in Figure 12.

Marin Transit’s allocation of local sales tax (Measure A and Measure AA) is critical for providing grant matching funds, maintenance of capital assets and facility costs. Marin Transit receives approximately \$900,000 per year in Measure AA funds, down from about \$1.4 million per year under Measure A. In FY2021/22, Marin Transit expended \$886,172 of Measure A and AA funds primarily for the matching funds for vehicle purchases. State funds through the Low Carbon Transit Operations Program (LCTOP) provided \$1.4 million towards the purchase of the four 40ft electric buses.

Figure 12: Capital Revenue Categories

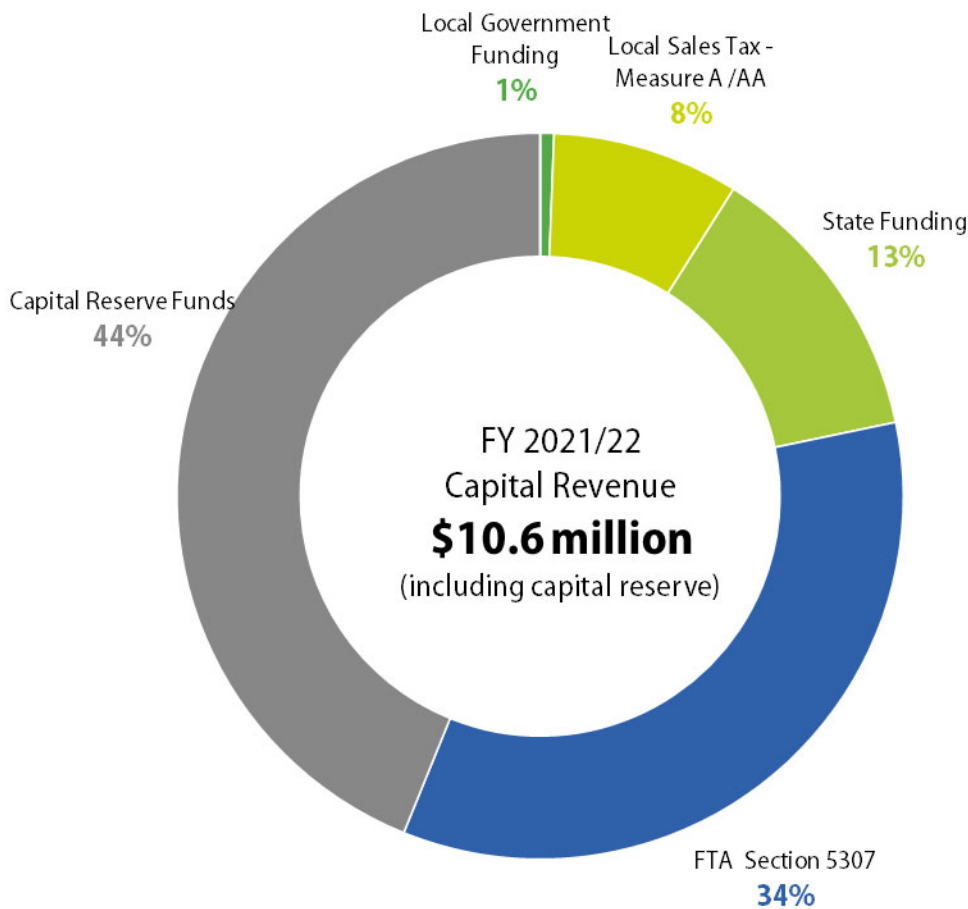


Table 14: Capital FY 2021/22 Actuals

		Total Project Budget	FY2021/22 Budget	FY2021/22 Revised	FY2021/22 Actual	Total Project Expenditures
EA	Replace 2 Artics with 4 - 40ft Electric	4,366,507	4,357,915	4,356,883	4,063,315	4,072,939
PD	Purchase 5 paratransit replacements	505,000	505,000	505,000	2,406	2,406
PE	Purchase 1 electric paratransit	300,000	5,000	5,000	0	0
XC	Purchase 2 XHF Replacements	906,241	900,094	900,443	907,062	912,860
HY	Hybrid Battery Replacements	300,500	150,000	150,000	0	0
NR	Staff Car	49,000	49,000	49,000	321	321
Subtotal Vehicles		6,427,248	5,967,009	5,966,326	4,973,104	4,988,526
BN	Novato Bus Stop Shelters	61,115	61,115	61,115	1,063	1,063
BP	ADA Bus Stop Improvements	303,000	303,000	303,000	135,722	135,722
Subtotal Bus Stop Improvements		364,115	364,115	364,115	136,785	136,785
FS	Facility - Rush Landing Improvements	2,800,000	2,680,000	2,637,957	586,771	748,814
FA	Facility- Maintenance Facility	3,625,000	100,000	3,285,630	2,941,363	3,280,733
FD	Facility - Kerner Improvements	1,100,000	1,000,000	1,100,000	996,220	996,220
FE	Facility - Kerner Parking ROW	3,650,000	0	200,000	175,293	175,293
YF	Yellow Bus Parking Facility	3,000,000	3,000,000	3,000,000	0	0
Subtotal Facility		14,175,000	6,780,000	10,223,587	4,699,647	5,201,060
RT	Realtime Signs	212,394	30,318	55,268	69,277	226,403
Subtotal Technology Projects		212,394	30,318	55,268	69,277	226,403
GG	Golden Gate Capital Costs (GG)	17,000	17,000	17,000	20,454	20,454
BM	Bus Stop Maintenance (BM)	120,000	120,000	120,000	108,234	108,234
VR	Major Vehicle Repairs (VR)	200,000	200,000	200,000	40,711	40,711
IF	Infrastructure Support (IF)	360,000	360,000	360,000	583,655	583,655
Subtotal Ongoing Capital Expenses		697,000	697,000	697,000	753,054	753,054
Total Expenditures		21,875,757	13,838,442	17,306,296	10,631,867	11,305,828

Attachment 1: FY 2021/22 Budget Amendments

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final
2022-01 (moved from 2022-03)	12/6/2021	Roll forward of FY2021 Capital Project expenditures;	Capital	Capital	EA	5230101 Vehicles	\$4,357,915	(\$1,032)	\$4,356,883
					XC	5230101 Vehicles	\$900,094	\$349	\$900,443
					FS	5230104 Facilities	\$2,680,000	(\$42,043)	\$2,637,957
					FA	5230104 Facilities	\$100,000	\$3,185,630	\$3,285,630
					FD	5230104 Facilities	\$1,000,000	\$100,000	\$1,100,000
					RT	5230102 Equipment	\$30,318	\$24,950	\$55,268
		Total Change for 2022-03							\$3,267,854
2022-02	9/13/2021	Increase local paratransit budget and adjust LPT/LPG split	Operations	LPT	NA	5080101- Purchased Transportation	\$2,940,912	\$192,093	\$3,133,005
			Operations	LPG	NA	5080101- Purchased Transportation	\$401,033	\$252,411	\$653,444
		Decrease regional paratransit budget	Operations	RPT	NA	5080101- Purchased Transportation	\$659,320	(\$43,046)	\$616,274
		Increase Transit Connect Budget	Operations	TCT	NA	5080101- Purchased Transportation	\$533,726	\$56,712	\$590,438
		Increase Rural Dial A Ride Budget	Operations	TOM	NA	5080101- Purchased Transportation	\$32,845	\$2,674	\$35,519
		Increase Novato Dial A Ride Budget	Operations	NDR	NA	5040152-Oil and Fuel	\$241,500	(\$3,190)	\$238,310

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final	
		Decrease customer service (moved to purchased transportation)	Operations	MMP	NA	5030320- Customer Service	\$33,944	\$5,338	\$39,282	
			Operations	LPG	NA	5030320- Customer Service	\$12,269	(\$5,153)	\$7,116	
			Operations	LPT	NA	5030320- Customer Service	\$116,285	(\$48,840)	\$67,445	
			Operations	RPT	NA	5030320- Customer Service	\$7,223	(\$3,034)	\$4,189	
			Operations	TCT	NA	5030320- Customer Service	\$33,944	(\$14,256)	\$19,688	
			Operations	CAR	NA	5030320- Customer Service	\$101,823	(\$42,769)	\$59,054	
		Total Change for 2022-02							(\$348,940)	
2022-03	5/5/2022	Add project to purchase 3010/3020 Kerner facility	Capital	CPT	FE	5230104 Facilities (FY22)	\$0	\$200,000	\$200,000	
					FE	Total Project Budget	\$0	\$3,650,000	\$3,650,000	

Attachment 2: Annual Report of Marin Transit’s Defined Contribution Retirement Account 401(a)

The Marin County Transit District established a Governmental 401(a) single employer defined contribution pension plan (the Plan) in October 2013. The plan is available to all employees who have attained twenty-one years of age and have more than 1,000 hours of service. Based on years of service, the District is required to contribute 10% to 15% of each employee’s compensation into an individual employee account under the Plan. In FY2019/20 Marin Transit completed a review of plan administration options and based on the review moved the plan from Nationwide to a new plan with Principal to reduce employee fees. Marin Transit also hired a financial consultant to help with the selection and maintenance of investment options. The following statement of balances is intended to provide a report of contributions and allow for review of plan effectiveness.

Investment Balances

	July 1, 2020– June 30, 2021	July 1, 2021– June 30, 2022
Starting Balance	\$1,340,654	\$2,015,736
Contributions¹	\$239,959	\$247,087
Admin Expenses	(\$8,033)	(\$9,858)
Withdrawals	\$0	(\$109,099)
Earnings	\$453,174	(\$389,918)
Ending Balance	\$2,015,736	\$1,820,656
Estimated Average Annual Rate of Return²	27%	(17%)
Total Participants	24	24
Prior Employee Participants	10	9
Active Participants	14	15
Ineligible employees	1	2
Tier 1 (15%)	7	7
Tier 2 (13%)	4	5
Tier 3 (10%)	3	3

¹ Through 6/30 payroll (full accrual basis)

² Calculated based on an average of the quarterly returns on invested assets

Capital Projects Report FY2021/22

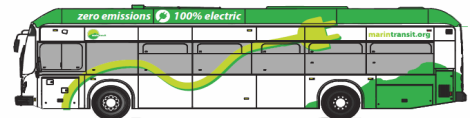
This capital project report provides details for FY2021/22. Project descriptions and status are given for all major capital projects. Projects are grouped according to project type as shown below.

	Total Project Budgets	Total Expended FY2022	Total Project Expenditures
Vehicles	\$6,427,248	\$4,973,104	\$4,988,526
Bus Stop Improvements	\$364,115	\$136,785	\$136,785
Facility	\$10,525,000	\$4,699,647	\$5,201,060
Technology Projects	\$212,394	\$69,288	\$226,403
Ongoing Capital Expenses	\$697,000	\$753,054	\$753,054 (annual)
	\$18,225,757	\$10,631,878	\$11,305,828

Purchase Four 40ft Electric Vehicles (Replacement) Total Project Budget \$4,366,507

Concept: Replace three 60ft Artics with four 40ft Electric Buses

Funding: \$2,656,800 Federal Section 5307
 \$1,338,882 State LCTOP
 \$370,825 Measure AA



Description: Purchase of four 40-foot Battery Electric Buses to replace three 60-foot Articulated buses beyond their useful life

Status: These vehicles will replace three 60-ft articulated buses in a seat for seat replacement. Board authorized the purchase of four 40ft Electric buses in October 2020. All vehicles have been delivered and are waiting for charging infrastructure to be put into service.

VEHICLES

Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion
EA	\$4,366,507	\$4,072,939	95%	Jun-22

Purchase 5 Paratransit Vehicles (Replacements) Total Project Budget \$505,000

Concept: Purchase 16 Paratransit Replacements

Funding: \$414,100 Federal 5307
 \$90,900 Measure AA



Description: Purchase 5 Paratransit Vehicles to replace vehicles beyond their useful life.

Status: Board authorized purchase of these vehicles in November 2021. Vendor has canceled order due supply chain issues. Staff anticipates bringing a new purchase to the board in late 2022

VEHICLES

Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion
PD	\$505,000	\$2,406	0%	Mar-23



VEHICLES

Purchase 1 Electric Paratransit **Total Project Budget \$300,000**

Concept: Purchase One Electric Paratransit

Funding: \$300,000 Measure AA



Description: Replace 1 paratransit vehicles that is beyond its useful life

Status: Marin Transit will replace one paratransit vehicle with an electric paratransit vehicle. Staff plans to bring this purchase to the Board for authorization in 2023.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
PE	\$300,000	\$0	0%	Mar-23	

VEHICLES

Purchase Hybrid Battery (Replacement) **Total Project Budget \$300,500**

Concept: Purchase replacement batteries for Hybrid buses

Funding: \$246,410 Federal Section 5307
\$54,090 Measure AA



Description: Purchase replacement batteries for Hybrid buses

Status: As a preventive maintenance measure, under the existing maintenance contract, Marin Airporter will replace the batteries on the 2015 Hybrid Buses.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
HY	\$300,500	\$0	0%	Dec-22	

VEHICLES

Purchase Two 35ft XHF Vehicles (Replacement) **Total Project Budget \$906,241**

Concept: Purchase two 35ft XHF vehicles

Funding: \$697,000 Federal 5307
\$56,241 State STA SB1
\$153,000 Measure AA



Description: Purchase of two replacement 35-foot XHFs

Status: Board authorized the purchase of two replacement XHFs in May 2020. Vehicles were delivered in October 2021. Vehicles went into service December, 2021

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
XC	\$906,241	\$912,860	100%	Mar-22	



VEHICLES

Staff Car **Total Project Budget \$49,000**

Concept: Purchase an electric staff car
Funding: \$2,000 Measure B
 \$2,000 CVRP Rebate
 \$45,000 State STA



Description: Purchase an electric staff car to replace a retired-active vehicle

Status: Board approved the purchase of a new electric staff car on May 4, 2020. This purchase was delayed due to limited vehicle availability. Staff plans to re-evaluate and bring this back to the board in early 2023.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
NR	\$49,000	\$321	0%	Jun-23	

BUS STOP IMPROVEMENTS

Bus Stop Improvements - Novato Bus Shelters **Total Project Budget \$61,115**

Concept: Replace Bus Shelters in Novato
Funding: \$48,892 Federal Lifeline Program
 \$12,223 Measure AA



Description: Purchase up to eight shelters in Novato

Status: Marin Transit will replace up to eight advertising shelters previously under contract with an advertising company through the City of Novato with low-maintenance shelters.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
BN	\$61,115	\$1,063	2%	Jun-23	

County Wide Stop Improvements **Total Project Budget \$303,000**

Concept: Complete construction of Bus Stop Improvements
Funding: \$242,400 Federal
 \$60,600 Measure AA



Description: Design for ADA Bus Stop Improvements

Status: A task order for final design was initiated through Marin Transit's general engineering services contract. Design and coordination with local jurisdictions is underway.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
BP	\$303,000	\$135,722	45%	Dec-23	

Facility - Capital Improvements **Total Project Budget \$2,800,000**

Concept: Acquire property and develop a maintenance facility
Funding: \$2,696,747 Measure AA/Capital Reserves
 \$103,253 FTA 5339



Description: Make improvements to Rush Landing Facility

Status: Marin Transit successfully completed the purchase of right of way at 600 Rush Landing Rd in Novato. Additional improvements are being constructed. Bus Charging infrastructure installation is underway as Phase 1. Phase 2 will include enhanced fencing and lighting.

Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion
FS	\$2,800,000	\$748,814	27%	Jun-23

Maintenance Facility Purchase **Total Project Budget \$3,625,000**

Concept: Acquire a maintenance facility for paratransit vehicles
Funding: \$3,625,000 Measure AA/Capital Reserves



Description: 3000 Kerner - Maintenance Facility Purchase

Status: Marin Transit complete purchase of property located at 3000 Kerner Boulevard in San Rafael in July 2021. Remaining funds are being used to retrofit the building for use as a Paratransit Vehicle Maintenance Facility

Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion
FA	\$3,625,000	\$3,280,733	100%	Aug-21

Maintenance Facility - Capital Improvements **Total Project Budget \$1,100,000**

Concept: Capital improvement for maintenance facility
Funding: \$1,100,000 Measure AA/Capital Reserves



Description: Capital Improvements at 3000 Kerner Blvd

Status: Once the purchase of 3000 Kerner is complete, Marin Transit will perform modifications to convert the space into a paratransit vehicle maintenance facility. Planned improvements include retrofitting warehouse space for effective use for vehicle maintenance and reconfiguration of office space.

Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion
FD	\$1,100,000	\$996,220	91%	Jun-22

ADMIN AND OPERATIONS FACILITY

Facility - Kerner Parking ROW **Total Project Budget \$3,650,000**

Concept: Purchase Parking Facility
Funding: \$3,650,000 Capital Reserve
Description: Replace temporary leased parking with a permanent location
Status: Marin Transit will close on the property in July 2022.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
FE	\$3,650,000	\$175,293	50%	NA	

ADMIN AND OPERATIONS FACILITY

Yellow Bus Parking Facility **Total Project Budget \$3,000,000**

Concept: Identify and purchase property for vehicles
Funding: \$3,000,000 Capital Reserve
Description: Replace temporary leased parking with a permanent location
Status: Marin Transit is evaluating and identifying opportunities for land acquisition.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
YF	\$3,000,000	\$0	0%	NA	

TECHNOLOGY PROJECTS

TECHNOLOGY PROJECTS **Total Project Budget \$212,394**

Concept: District technology projects
Funding: \$37,231 Measure AA
 \$175,163 Federal Section 5307



<u>Projects:</u>		<u>Total Project</u>	<u>Expended to</u>
		<u>Cost</u>	<u>Date</u>
RT	Realtime Signs	\$212,394	\$226,403

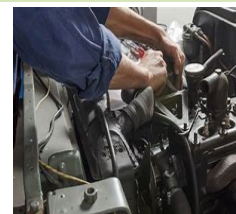
Description: Marin Transit provides technology acquisitions for vehicle operations, fare collection, and passenger information
Status: Real Time Signs project is complete with 22 new signs installed.

ONGOING CAPITAL EXPENSES

Ongoing Capital Expenses **Annual Budget \$697,000**

Concept: Ongoing capital expenses
Funding: \$697,000 Measure A

<u>Projects:</u>		<u>Total Project Budgets</u>		<u>Expended in</u>	
			<u>Annual Budget</u>	<u>FY2022</u>	
GG	Golden Gate Capital Costs	\$17,000	\$17,000	\$20,454	
BM	Bus Stop Maintenance	\$120,000	\$120,000	\$108,234	
VR	Major Vehicle Repairs	\$200,000	\$200,000	\$40,711	
IF	Infrastructure Support	\$360,000	\$360,000	\$583,655	



ONGOI

Description: Ongoing capital costs associated with the Golden Gate operations

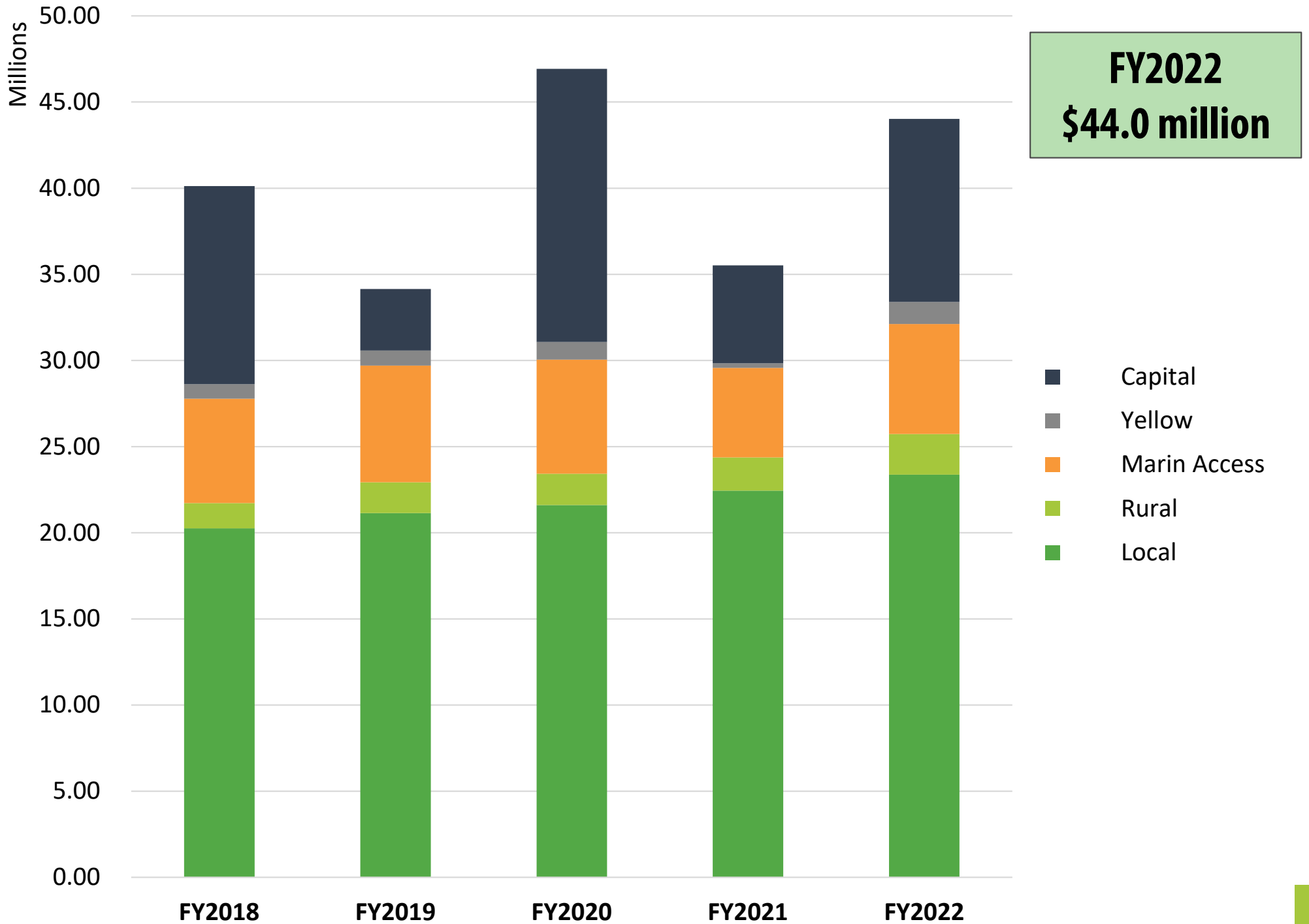
Status: Capital depreciation expenses for equipment owned by Golden Gate Transit are billed monthly. Major vehicle repairs, such as transmissions, are expended as needed. Infrastructure support includes small capital projects, staff support, and work on partner agency capital projects.



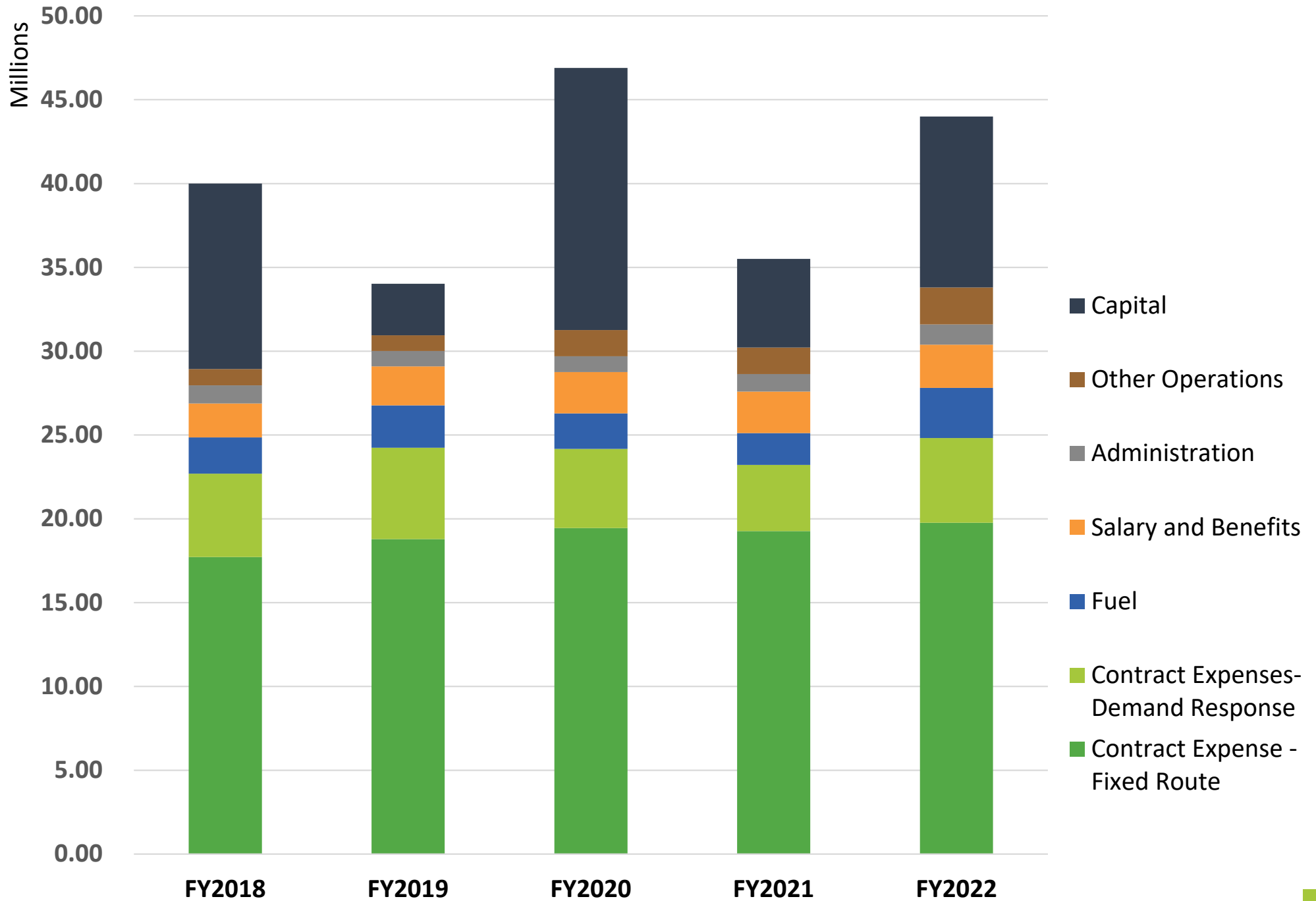
Marin Transit FY2021/22 Financial Report

Presented October 3, 2022

Total Expenditures






Total Expenditure by Type


















Service Levels Provided



Service Provided

-  >90%
-  75%-89%
-  < 75%

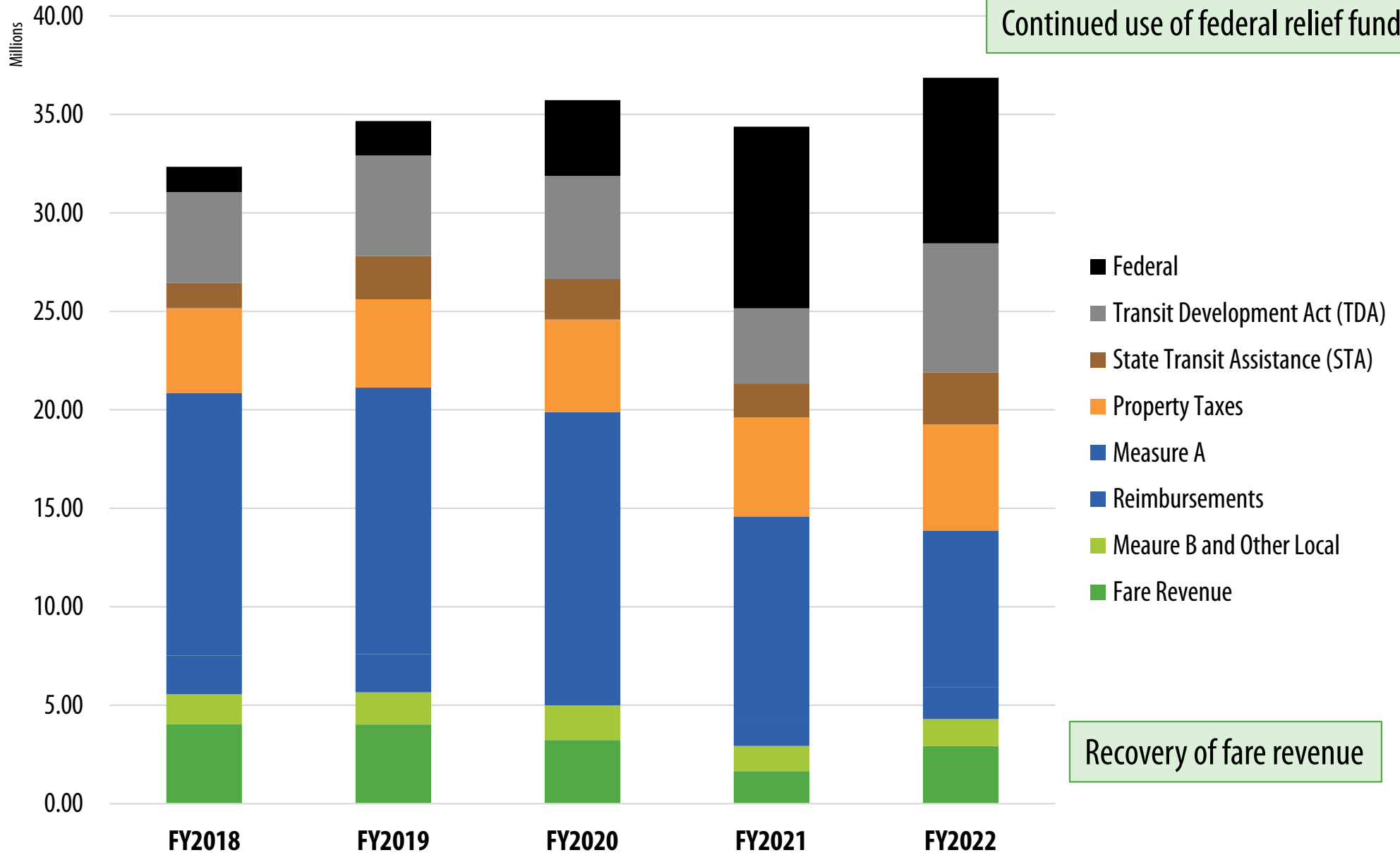
Service	FY 2021/22 Actual Revenue Hours	% of Budget
Regular Local and Trunk Line	113,682	 96%
Community Shuttles	41,489	 93%
Supplemental, Local & School	4,569	 51%
Muir Woods Shuttle	4,134	 93%
West Marin Stagecoach Service	19,636	 98%
Fixed Route Subtotal	183,510	 93%
Novato Dial-A-Ride	1,267	 49%
Rural Dial A Ride	391	 98%
Transit Connect (Billable Hours)	5,566	 91%
Local Paratransit Service	31,089	 76%
Demand Response Subtotal	38,313	 51%
Regional Paratransit Service	4,383	 100%
Yellow School Bus Service	4 buses	 0%
Service	FY 2021/22 Actual Trips	% of Estimate
Catch A Ride	4,100	 42%
Volunteer Driver	9,613	 71%

Summary



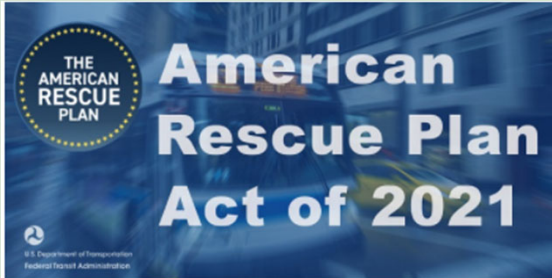


	FY 2020/21 Actual	FY2021/22 Original Budget	FY 2021/22 Revised Budget	FY 2021/22 Actual	Percent Total Budget Used
<i>Operations</i>	34,368,575	36,948,095	37,036,527	36,862,258	100%
<i>Capital</i>	5,754,427	8,158,442	8,182,709	5,967,701	73%
<i>Facility</i>	171,360	0	0	0	NA
Total Revenue	40,294,362	45,106,537	45,219,236	42,829,959	95%
<i>Operations</i>	29,749,318	35,381,744	35,730,684	33,405,156	93%
<i>Capital</i>	5,685,746	13,838,442	17,306,296	10,631,869	61%
<i>Facility</i>	85,307	0	0	0	NA
Total Expenditures	35,520,371	49,220,186	53,036,980	44,037,025	83%
Net Change in Fund Balance	\$4,773,991	(\$4,113,649)	(\$7,817,744)	(\$1,207,066)	
<i>Emergency Reserve</i>	5,852,845	5,896,957	5,896,957	5,896,957	
<i>Contingency Reserve</i>	11,705,690	11,793,914	11,793,914	11,793,914	
<i>Capital Reserve</i>	19,228,282	14,982,297	11,278,202	17,888,880	
Fund Balance (total reserve)	\$36,786,817	\$32,673,168	\$28,969,073	\$35,579,751	

Operations Revenues



Federal Relief Funding

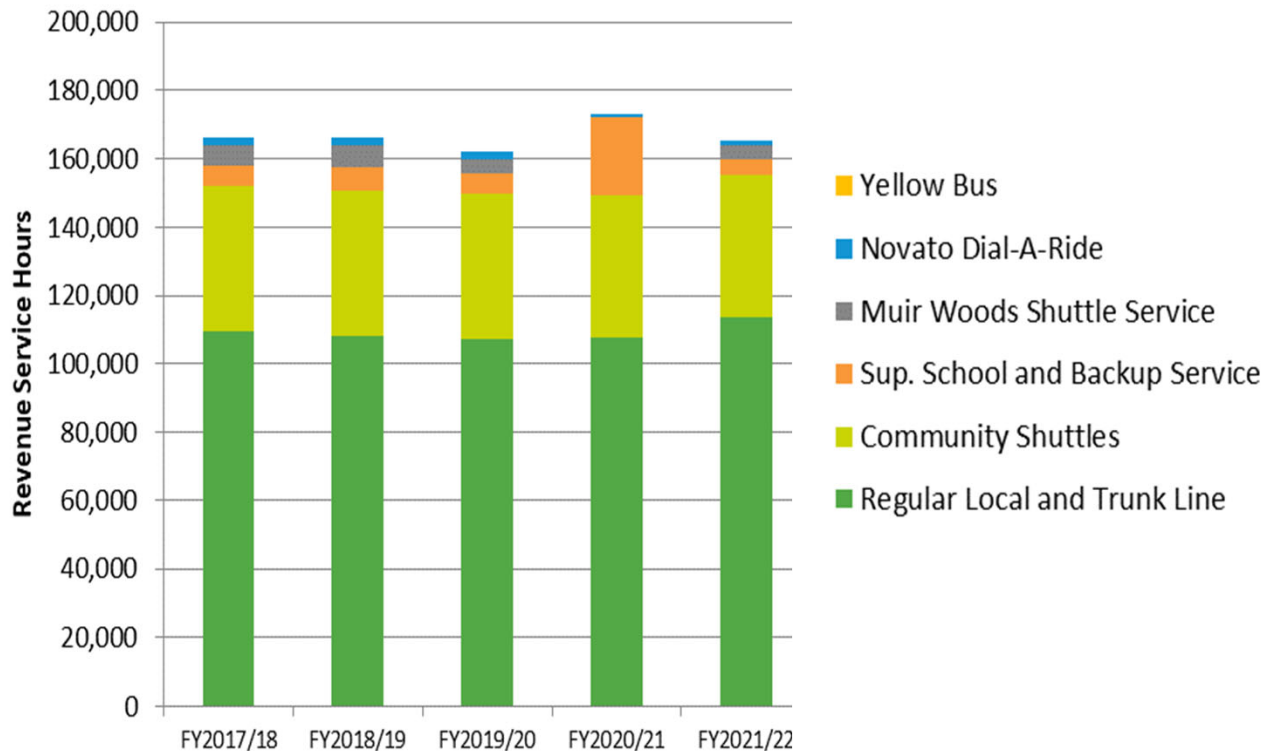
Relief Bill	Marin Transit Allocation	Anticipated Expenditure Year
	<p>\$10.2 million</p>	<p>FY2020, FY2021</p>
	<p>\$4.2 million</p>	<p>FY2022</p>
	<p>\$6.6</p>	<p>FY2022, FY2023</p>
<p>Total \$21 million</p>		<p>Unspent - \$3.6 million</p>

Local Fixed Route Service and School Service

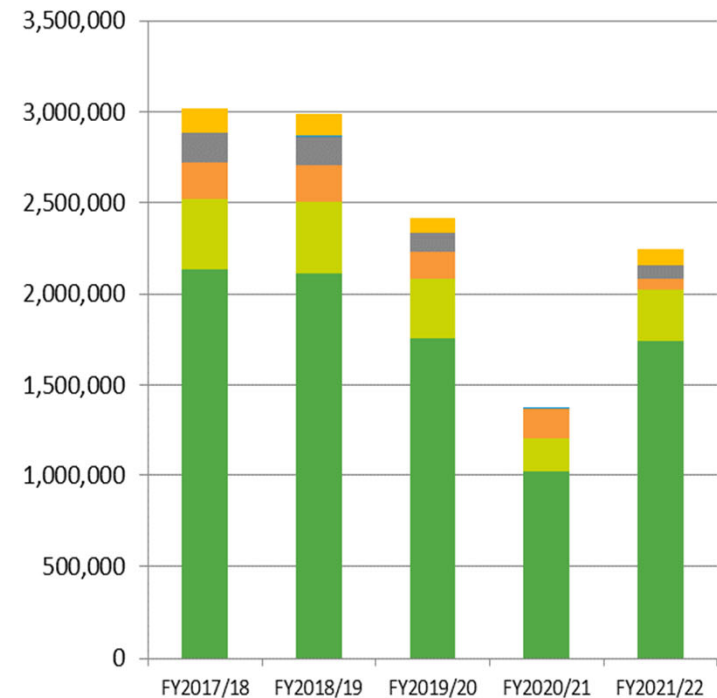


- Service levels returned to pre-COVID level
- More typical operations of Muir Woods Shuttle and school routes
- Ridership continued to recover

Revenue Hours

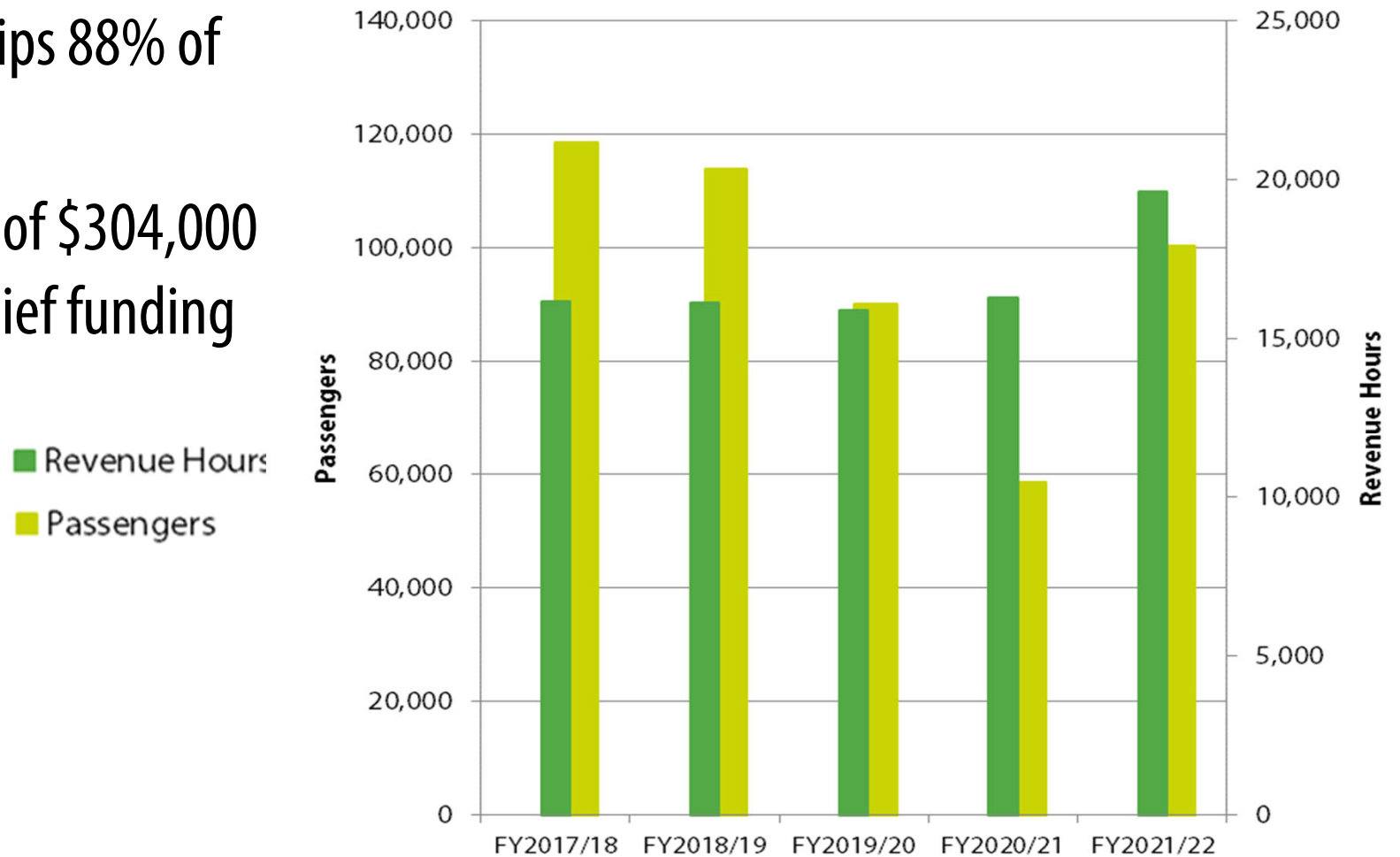


Passengers



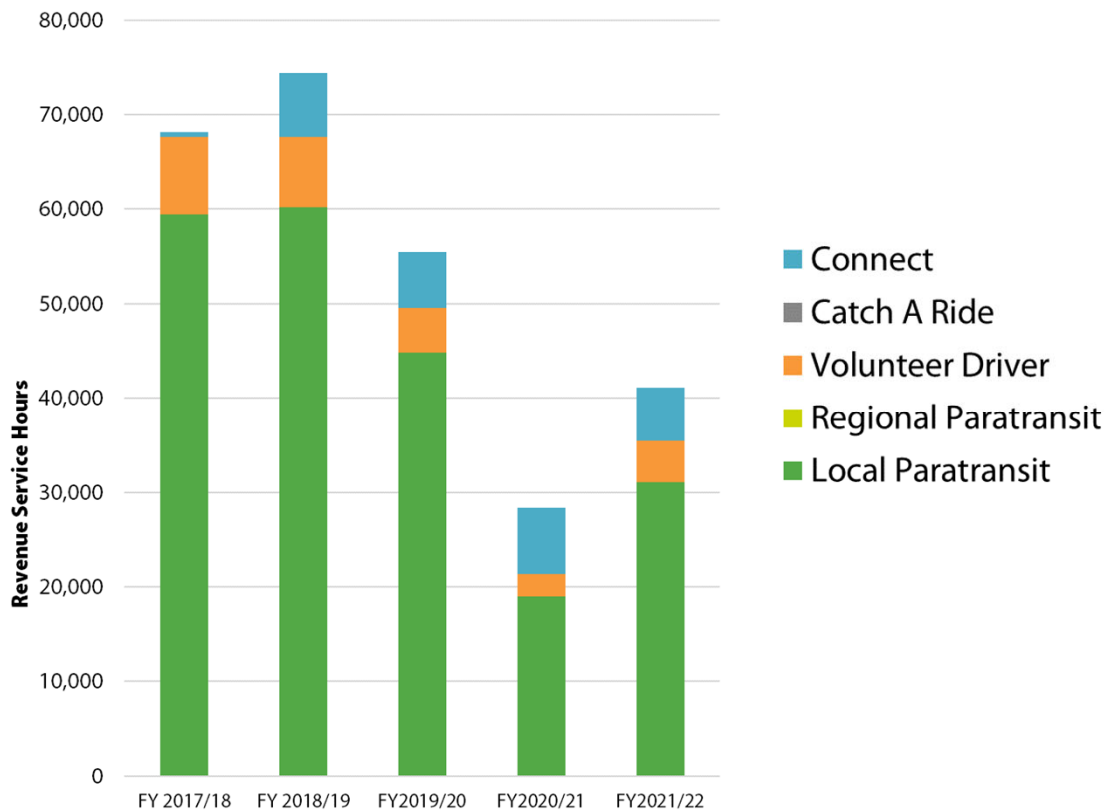
- Operated 20% more service (temporary increase)
- Passenger trips 88% of FY2019
- Expenditure of \$304,000 in federal relief funding

Revenue Hours and Passengers

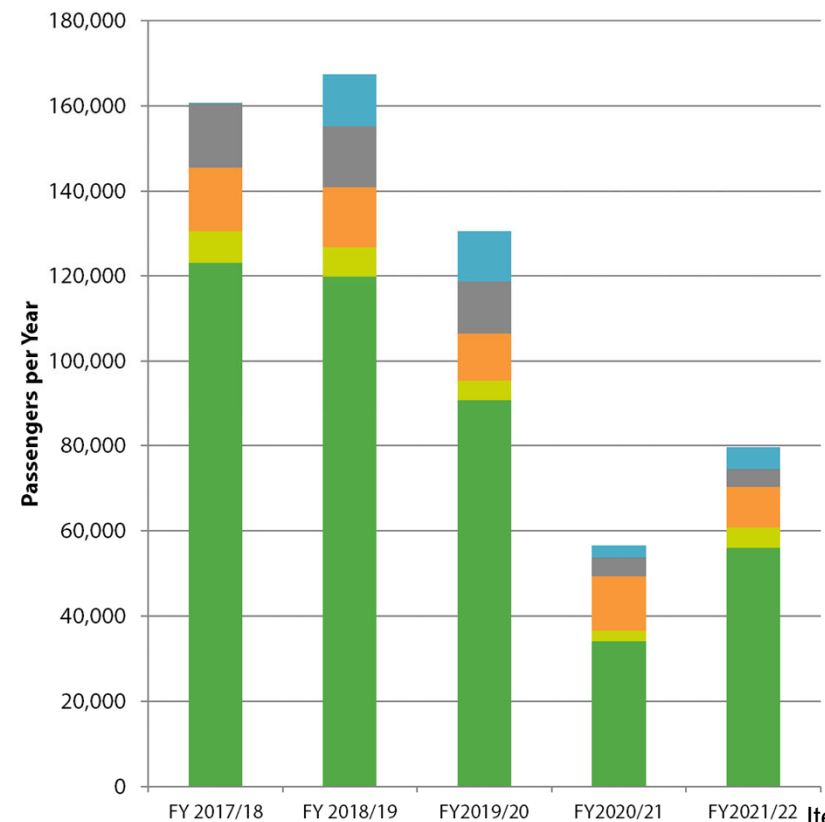


- Hours are primarily demand based
- Expenses were 88% of budget
- Cost per passenger remains high
- Billable service hours 55% of FY2018/19

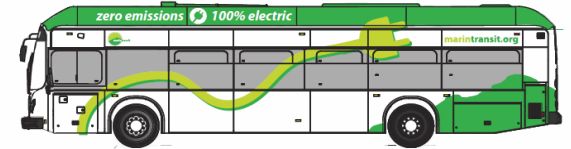
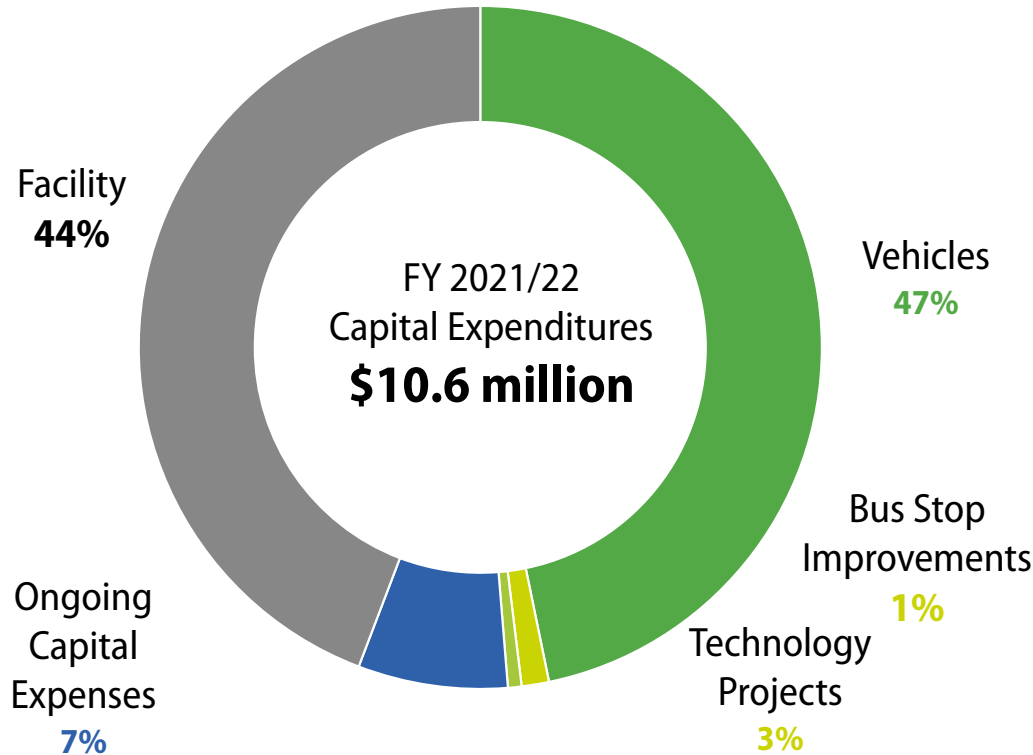
Revenue Hours



Passengers



Capital \$10.6 million



Of note :

- Purchase of Four 40ft Electric Buses
- Purchase and Improvements at Paratransit Maintenance Facility
- Expenditure of \$4.6 million in Capital Reserve funds

- Strong short-term position
- Challenging service delivery environment
- Continued need for fixed route charging and maintenance facilities
- Stronger recovery in transit demand than other regional operators

Thank You

Lauren Gradia, PE

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