



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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Webinar ID: 879 7268 3373

Monday, January 9, 2023

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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, January 8, 2023** to facilitate timely distribution to the Board of Directors. Please include the agenda item number you are addressing and include your name and address. Your comments will be forwarded to the Board of Directors and will be included in the written public record.
- During the meeting: Ensure that you are in a quiet environment with no background noise (traffic, children, pets, etc.) To raise your hand on Zoom press ***9** and wait to be called upon by the President or the Clerk to speak. You will be notified that your device has been unmuted when it is your turn to speak. You will be warned prior to your allotted time being over. Your comments will be included in the public record.
- Public commenting during public meetings is limited to two minutes per speaker unless a different time limit is announced. The Board President may limit the length of comments during public meetings due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

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MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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AGENDA

Monday, January 9, 2023

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

1. Oath of Office for Members
2. Organization of Transit District
 - (1) Election of President
 - (2) Election of Vice President
 - (3) Election of Second Vice President
3. Open Time for Public Expression
(Limited to two minutes per speaker on items not on the District's agenda)
4. Board of Directors' Matters
5. General Manager's Report
 - a. General Manager's Oral Report
 - b. [Monthly Monitoring Report: October 2022](#)
6. Consent Calendar
 - a. [Minutes for December 5, 2022 Board Meeting](#)
 - b. [Adoption of Resolution 2023-01 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
 - c. [Professional Legal Services Agreement with Thompson Coburn LLP](#)
 - d. [Revised Marin Transit Standards of Conduct Policy and Conflict of Interest Code](#)
 - e. [Purchase Agreement with Gillig, LLC for Seven Low Floor Hybrid Diesel-Electric Buses](#)
 - f. [Update on FY 2022/23 Contracting Opportunities and Awards](#)

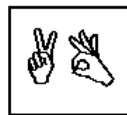
Recommended Action: Approve.
7. [Return to In Person Marin Transit Board of Directors Meetings at the Marin County Civic Center's Board Chambers](#)

Recommended Action: Approve the return to fully in person board meetings at the Marin County Civic Center's Board Chambers in March 2023

(continued on next page)

8. [Evaluation of Free Fare Promotional Programs and Recommendations](#)
Recommended Action: Receive results from three free fare promotions and authorize staff to proceed with recommended next steps.
9. [Fixed Route Operations Update](#)
Recommended Action: Receive an update from staff on current fixed route services; discuss challenges and next steps.
10. [Regional Transit Network Management Update](#)
Recommended Action: Information

Adjourn



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

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

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

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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



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san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

January 9, 2023

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

SUBJECT: General Manager Report – Monthly Report: October 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 October 31, 2022. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

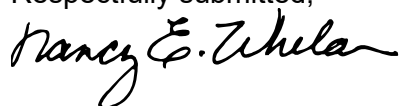
Overall, Marin Transit systemwide ridership continues to climb. In October 2022, ridership is 4 percent higher than last month (September 2022), and 31 percent higher than last year (October 2021). Ridership is now at just over 88% of pre-COVID levels (October 2019).

Fixed route ridership recovery from the COVID-19 pandemic continues to be very strong, stronger than demand response ridership. Ridership on fixed-route services is at over 90% of pre-COVID levels (4% higher than last month and 34% higher than this month last year); whereas ridership on Marin Access services has plateaued at just over half of pre-COVID ridership (54% of October 2019). Marin Access ridership had started to decline over the last few months and dropped below 2021 levels. It remains 6% below October 2021, but did start to grow compared to last month (up 4% from September 2022).

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,

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

Nancy Whelan
General Manager

Attachments: October 2022 Customer Feedback and Ridership Reports



Month: October 2022								
Category	Program							Total
	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide	
Commendation	1	0	0	0	2	0	0	3
Service Delivery Complaint	15	12	3	1	5	2	1	39
Accessibility	0	1	0	0	0	0	0	1
Driver Conduct Complaint	6	2	1	0	0	1	0	10
Driving Complaint	3	0	0	0	2	0	1	6
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	1	0	0	5
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	0	0	0	0	1	1	0	2
No-Show	1	0	1	0	1	0	0	3
Off-Route	0	1	0	0	0	0	0	1
Pass-Up Complaint	2	6	1	1	0	0	0	10
Service Structure Complaint	2	1	0	0	4	0	5	12
Bus Stop Improvement Request	0	0	0	0	0	0	4	4
Fares	0	0	0	0	0	0	0	0
Other Complaint	1	0	0	0	1	0	1	3
Scheduling Complaint	1	0	0	0	3	0	0	4
Service Improvement Suggestion	0	1	0	0	0	0	0	1
Safety Complaint	0	0	0	0	0	0	0	0
Total Service Hours	10,140	3,517	1,681	348	2,553	-	18,379	18,379
Commendations per 1,000 Hours	0.1	0.0	0.0	0.0	0.8	-	0.0	0.2
Complaints per 1,000 Hours	1.7	3.7	1.8	2.9	3.5	-	0.3	2.8
Total Passengers	190,836	31,853	14,073	9,920	5,390	1,252	264,513	264,513
Commendations per 1,000 Passenger:	0.0	0.0	0.0	0.0	0.4	0.0	0.0	0.0
Complaints per 1,000 Passengers	0.1	0.4	0.2	0.1	1.7	1.6	0.0	0.2

FISCAL YEAR MONTH
2023 All

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

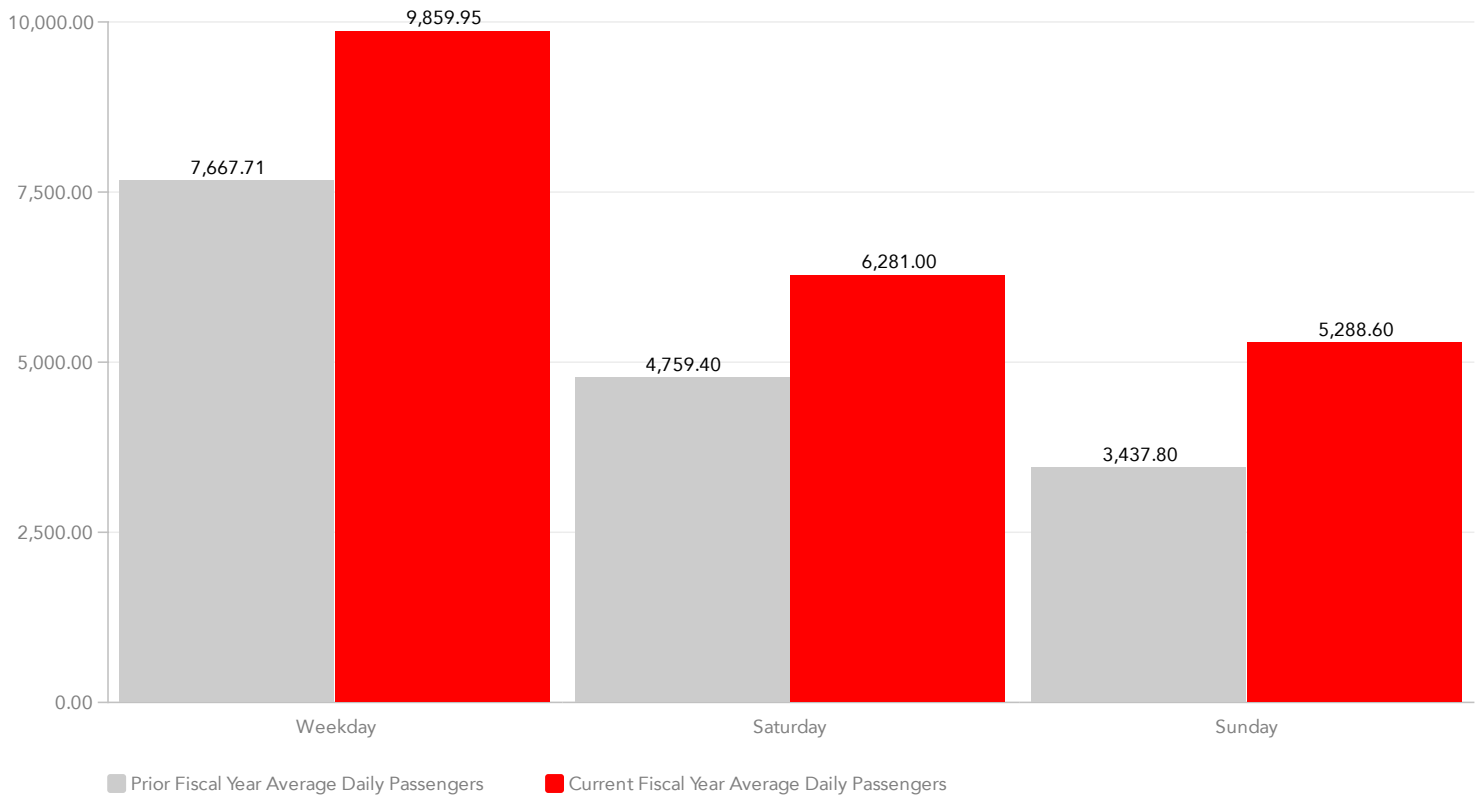


Monthly Comparison

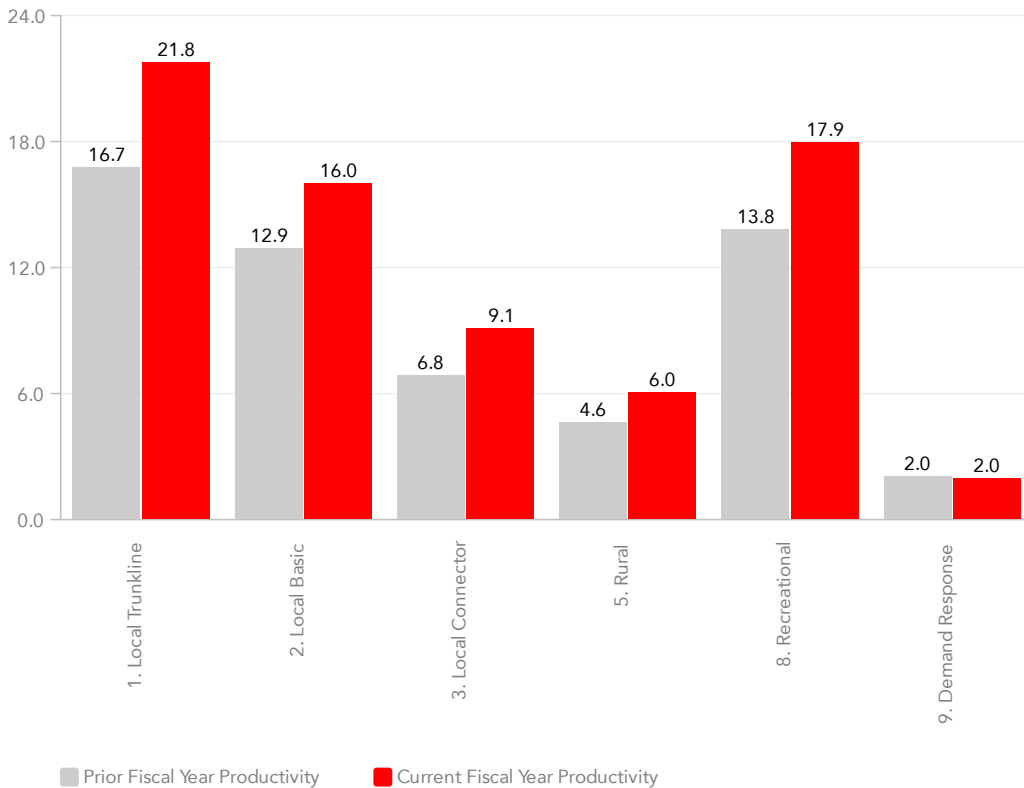
MONTH

Oct

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, December 5, 2022 at 10:00 A.M.

Roll Call

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

Absent: **Director Connolly, Director Colbert, Director Arnold**

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 10:04 A.M.

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

{Director Arnold present at 10:06 AM}

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

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

President Moulton-Peters acknowledged that Director Arnold, Director Connolly, and Director Colin will be leaving the District's Board of Directors after the December 5 meeting. President Moulton-Peters read the commendations for each departing Board member. The District's staff prepared the commendations in collaboration with President Moulton-Peters. Director Arnold thanked the Board and staff. Director Colin expressed that it was an honor to be on the Board of Directors and she is sad to leave, however she is grateful for the experience and excited San Rafael City Councilmember Maribeth Bushey is joining the Board. President Moulton-Peters thanked Director Connolly and wished him well on his next assignment.

3. [General Manager's Report](#)

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

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

i. [Item 3b – Staff Report](#)

General Manager Nancy Whelan noted the presence of all the District's staff at the meeting, who were there to collaboratively thank the departing Board members.

Ms. Whelan expressed appreciation for Director Arnold's support of the Redwood and Grant project. Ms. Whelan thanked Director Colin for her participation in the Ad Hoc Facilities Siting Committee. Director Colin thanked the District's staff. Ms. Whelan noted that Director Connolly has been car-free for one month out of each year and has given feedback on transit services.

Ms. Whelan introduced the District's new Director of Planning, Cathleen Sullivan. Ms. Whelan provided information on Ms. Sullivan's background.

Ms. Whelan reported on the status of the San Rafael Transit Center Relocation Project's Final Environmental Impact Report (FEIR), which was released in October 2022. The District sent a FEIR comment letter to the Golden Gate Bridge Highway and Transportation District (GGBHTD). Ms. Whelan provided a summary of the letter supporting the preferred alternative, the Move Whistlestop alternative. The next step for the project is consideration of the FEIR by GGBHTD's Board and Transportation Committee. An update on the project will be presented at the January 9, 2023 Board meeting.

Ms. Whelan reported on the joint application with the Transportation Authority of Marin (TAM) for the Metropolitan Transportation Commission (MTC) Transit Performance Initiative Program. The goal of the application is to receive a \$1.1 million grant for part-time transit lanes, which will improve bus travel times between Novato and San Rafael. \$20 million of grant funding is expected to be available to the San Francisco Bay Area, and award announcements will likely be made in January 2023.

Ms. Whelan stated that the District's September 2022 ridership was 83 percent of what it was in September 2019. She contrasted the ridership figure to other Bay Area transit operators' September 2019 and September 2022 ridership. She compared the total number of September 2022 riders across eighteen Bay Area transit operators.

Overall systemwide ridership in September 2022 increased by 26.3 percent compared to September 2021, which represents a 16.9 percent decrease from the pre-COVID ridership in September 2019 and a 5 percent increase from August 2022.

Ridership on fixed-route services increased by 28.3 percent from the prior year, which is a 14.7 percent decline compared to pre-COVID ridership in September

2019. Ridership on Marin Access services decreased by 3.4 percent compared to September 2021, which represents a 55.5 percent decline from September 2019. September 2022 was the thirty-first month of ridership affected by the ongoing COVID-19 global pandemic.

4. [Consent Calendar](#)

- a. [Minutes for November 7, 2022 Board Meeting](#)
- b. [Adoption of Resolution 2022-15 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
- c. [Contract with BKF Engineers for Design, Engineering, and PS&E for Improvements at 3010/3020 Kerner Blvd.](#)
- d. [Purchase Agreement with A-Z Bus Sales, Inc. for Replacement of Ten Accessible Vehicles](#)
- e. [Purchase Agreement with Pacific Power Group for Performing a Mid-Life Bus Refurbishment on Eleven Hybrid Buses](#)
- f. [Marin County Transit District First Quarter Fiscal Year 2022/23 Financial Report](#)
- g. [Marin Transit Quarterly Performance Report for the First Quarter of Fiscal Year 2022/23](#)

Recommended Action: Approve.

M/s: Director Arnold – Second Vice President Lucan

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

Noes: None

Absent: Director Connolly, Director Colbert

Abstain: None

5. [Marin Transit Fiscal Years 2023-2028 Short Range Transit Plan](#)

[Staff Report](#)

General Manager Nancy Whelan provided background information on the Short Range Transit Plan (SRTP). The SRTP is a document that provides service and financial plans for the next ten years. The new SRTP, guided by MTC and TAM, looks different than what has been presented in the past. MTC asked the District to approach the new SRTP as a “mini” SRTP, which will address different revenue scenarios set by MTC.

Director of Planning Cathleen Sullivan explained that the SRTP must be updated every two years. As this update is a “mini” SRTP, it only looks five years into the

future. The next full, ten-year SRTP update will occur in 2024. MTC requested that the “mini” SRTP describe the Districts service and revenue changes that would result from the proposed scenarios.

Ms. Sullivan reported that MTC provided three scenarios to all San Francisco Bay Area operators: Scenario 1 (revenue drops to pre-COVID levels), Scenario 2 (revenue drops to pre-COVID levels and fare revenue drops further to 80% of pre-COVID levels), and Scenario 3 (revenue drops to 85% of pre-COVID levels). Ms. Sullivan explained that as the District is less fare-dependent than other local operators, the scenarios are not as pertinent to the District. Because the District’s staff recognized that the projected revenues in all three scenarios were much lower than the District’s current and projected revenues, the District prepared a more realistic scenario, Scenario 0 where revenue matches projections approved in the Fiscal Year 2023 budget.

Ms. Sullivan described the financial and service projections for each scenario. Scenario 0 resulted in the highest dollar amount and no service reduction. Ms. Sullivan explained that the District has a reserve of funding and drastic revenue reductions are not consistent with current forecasts, so the MTC required scenarios are not realistic.

Ms. Sullivan explained that the District’s near-term financial picture is stable, and staff do not anticipate major service cuts in the next five years. While there are uncertainties, contingencies have been built into the budget. The District will keep the Board updated on any future service changes.

President Moulton-Peters thanked Ms. Sullivan and complimented her report.

Vice President Rice expressed gratitude for Ms. Sullivan’s report and asked if the financial situations of other agencies will affect the District.

Ms. Whelan highlighted the significant contributions to the SRTP by Director of Finance and Capital Programs Lauren Gradia. Ms. Whelan explained that the “mini” SRTP was requested by MTC partially because of the fiscal cliff that many agencies are experiencing. There is currently a state-wide effort to help agencies avoid fiscal cliffs. The District’s role among the other agencies is to maintain their revenue.

Ms. Gradia added that there is some uncertainty surrounding revenue from the State.

Vice President Rice mentioned that she also was wondering about the larger labor market, as she has observed positive and negative events in other agencies.

President Moulton-Peters stated her appreciation for Ms. Gradia and Ms. Sullivan's report.

Recommended Action: Adopt updated Fiscal Years 2023-2028 Short Range Transit Plan.

M/s: Vice President Rice – Director Rodoni

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

Noes: None

Absent: Director Connolly, Director Colbert

Abstain: None

6. [Marin Transit Annual Comprehensive Financial Report for Fiscal Year 2021/22](#)

[Staff Report](#)

Senior Accounting Analyst Karina Sawin thanked the District's Finance team for their work preparing for the audit. Ms. Sawin noted the report includes the Federal Single Audit, as is required by the Federal Government when expenditures of Federal Awards exceed \$500,000.00 in one year. Ms. Sawin reported that on November 14, 2022, the Audit Ad Hoc Committee met and received a presentation from Brown Armstrong Accountancy Corporation. They reported a clean and unmodified opinion, meaning no material deficiencies or weaknesses were found. The District ended the fiscal year with a fully funded reserve equal to six months of operating expenses, and a net position of \$81.9 million. Capital assets increased in Fiscal Year 2021/22, with the purchase of a paratransit maintenance facility and four forty-foot electric buses.

Vice President Rice stated that she was on the Audit Ad Hoc Committee. She reported that Brown Armstrong Accountancy Corporation gave the District very good feedback on how the District manages, reports, and presents their financial information.

Recommended Action: Accept report.

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

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

Noes: None

Absent: Director Connolly, Director Colbert

Abstain: None

7. [Revised Marin County Transit District Safety Plan](#)

[Staff Report](#)

Operations Manager Kyle French reported that the Safety Plan was originally passed by the Board in 2020. The District's Safety Plan set a precedent for the collection of all contractor-operated Safety Plans for distribution to the Federal Transit Administration (FTA) and MTC. Annual Safety Plans identify key personnel and positions and establish how to identify and mitigate safety issues.

Mr. French established that safety is a top priority of the District. Every year, three-year safety goals are created on a rolling basis.

The updates brought to the Board are based on new legislation. Mr. French reviewed the relevant legislation, H.R. 3684, and the new requirements that it implements.

Mr. French reviewed Section One of the Safety Plan, which includes information on the formation of a Safety Committee. The Safety Committee includes contracted staff from Transdev, Golden Gate Transit, Marin Airporter, and MV Transportation.

Mr. French reviewed Section Four of the Safety Plan, which requires contractors to introduce additional de-escalation and crisis management trainings.

Mr. French reviewed Section Five of the Safety Plan, which mandates that the District and all operations contractors will begin to, if not doing so already, track all accidents involving District revenue service that may have been caused by a visual impairment outside of the vehicle. Section Five additionally instructs operators to track assaults. They must follow the recently updated FTA guidelines to determine what does and does not constitute assault on a transit employee.

Mr. French described the anticipated impacts on legislation.

President Moulton-Peters commended Mr. French on his presentation.

Vice President Rice stated she is glad to hear that local, regional, and federal protections of operators are being implemented. She added an acknowledgement of what operators face at work on a day-to-day basis.

President Moulton-Peters thanked Vice President Rice for her comment.

Director Arnold added that the District has come a very long way over time, and that she is proud of the staff and their work.

President Moulton-Peters thanked Director Arnold, the rest of the Board, and the District's staff.

Recommended Action: Approve the revised Marin County Transit District Safety Plan (MCTD Safety Plan), to be electronically submitted to state and federal agencies.

M/s: Director Rodoni – Director Colin

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

Noes: None

Absent: Director Connolly, Director Colbert

Abstain: None

Adjourn President Moulton-Peters adjourned the meeting at 10:54 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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san rafael, ca 94901

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January 9, 2023

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

SUBJECT: Adoption of Resolution 2023-01 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 2023-01 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, September 12, 2022, October 3, 2022, November 7, 2022, and December 5, 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.

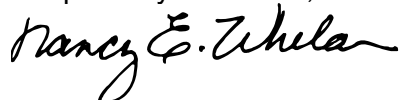
1. State or local health officials have imposed or recommend measures to promote social distancing, or
2. The legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

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, reading "Nancy E. Whelan". The signature is written in a cursive, flowing style.

Nancy Whelan
General Manager

Attachments:

- A. Resolution 2023-01
- B. Marin County Health and Human Services Letter

RESOLUTION #2023-01

**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:

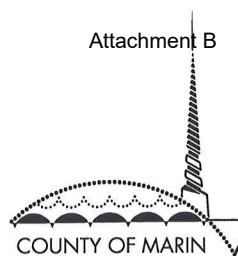
1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and District staff, and members of the public to meet safely in person; and
 - 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 9th day of January 2023.

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

January 9, 2023

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

**SUBJECT: Professional Legal Services Agreements with
Thompson Coburn LLP**

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Authorize the Board President to execute Professional Legal Services Agreement with Thompson Coburn LLP to provide legal services for transit specific issues for an initial three-year term with two additional one-year options.

katie rice
vice president
supervisor district 2

SUMMARY: Marin Transit's day-to-day legal services are provided by the County of Marin's County Counsel's office. Periodically, Marin Transit has needed specialized legal services related to Federal Transit Administration (FTA) and US Department of Labor requirements. Services under this new contract will supplement the services provided by County Counsel. In the past, outside legal counsel has worked closely with both Marin Transit staff and Marin County Counsel. The same close working relationship is expected under the new contract.

eric lucan
2nd vice president
city of novato

In 2015 staff issued an RFP for legal services based on the District's increasing need for legal advice on such transit-related issues as: FTA rules and regulations; labor protection issues (13(c)); federal procurement rules and regulations; transit contracting; and other transit-related issues. The District awarded contracts to two firms for three years with two option years, which were exercised.

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

Staff determined that the need for additional legal services continues and on October 24, 2022, Marin Transit issued a new Request for Proposals (RFP) for Outside Legal Services. The RFP was posted on the Marin Transit website and sent to several law firms with experience in public transit and with FTA requirements. Responses were due November 17, 2022. Marin Transit received three proposals in response to the RFP. Marin Transit staff evaluated the proposals based on the following criteria.

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

Criteria	Pts.
Firm's experience in the areas of the law identified in this solicitation	40
Qualifications and experience of personnel who will be providing the services	45
Cost	15
Total	100

Staff determined that Thompson Coburn LLP is highly qualified to perform the work, based on their extensive industry experience in the areas of interest to Marin Transit. Over the last several years, Thompson Coburn LLP has provided legal counsel to Marin Transit staff and County Counsel on procurement, contracting, Americans with Disabilities Act (ADA), and 13(c) issues. Thompson Coburn attorneys assigned to this engagement are headquartered in Washington, D.C., California, and Missouri. Thompson Coburn's expertise is in:

- Americans with Disabilities Act requirements
- Buy America compliance
- Construction contract administration and claims
- Design-build projects and innovative project delivery
- Disadvantage Business Enterprise regulations
- Federal grant requirements
- Federal procurement and contracting
- Financing of major capital projects
- New Starts and Small Starts
- Section 13(c) labor protection and other labor matters
- Title VI compliance

Legal services under this contract will be requested on an as-needed basis. Thompson Coburn LLP will ensure that there is no conflict of interest in representing Marin Transit on any engagement.

FISCAL/STAFFING IMPACT: The services under this contract will be utilized on an as-needed basis. The actual annual cost to the District will vary within the Board-adopted budget for these services. The table below summarizes the fees under this contract.

Attorney Name	Title	Base Years			Option Years	
		Year 1	Year 2	Year 3	Year 4	Year 5
Jeff Brown	Partner	\$ 697	\$ 725	\$ 754	\$ 784	\$ 815
Katie Kraft	Partner	\$ 595	\$ 619	\$ 644	\$ 669	\$ 696
Jane Sutter Starke	Partner	\$ 652	\$ 678	\$ 705	\$ 733	\$ 763
Kent Woodman	Senior Counsel	\$ 730	\$ 759	\$ 790	\$ 821	\$ 854
Luke Sosnicki	Partner	\$ 578	\$ 601	\$ 625	\$ 650	\$ 676
John Viola	Partner	\$ 697	\$ 725	\$ 754	\$ 784	\$ 815
Barry Weisz	Partner	\$ 660	\$ 686	\$ 714	\$ 742	\$ 772
Sara Chamberlain	Partner	\$ 431	\$ 448	\$ 466	\$ 485	\$ 504
Crystal Kennedy	Partner	\$ 607	\$ 631	\$ 657	\$ 683	\$ 710
Jayna Rust	Counsel	\$ 525	\$ 546	\$ 568	\$ 591	\$ 614
Hayley Landman	Associate	\$ 295	\$ 307	\$ 319	\$ 332	\$ 345
Monica Roth	Associate	\$ 377	\$ 392	\$ 408	\$ 424	\$ 441
Rates increase by 4% per year.						

Respectfully submitted,



Nancy Whelan
General Manager

Attachment A: Draft Legal Services Contract

ATTACHMENT A: LEGAL SERVICES AGREEMENT

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL LEGAL SERVICES AGREEMENT**

THIS AGREEMENT for Professional Legal Services ("Agreement") is made and entered into on the date and for the terms set forth below, between the MARIN COUNTY TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ Tax ID No. _____, ("Attorney" or "Contractor").

WHEREAS, District from time to time desires to contract for professional legal services to provide special counsel services, including but not limited to services relating to specific Federal regulations regarding intra-county public bus transit service and associated contracts, in support of those provided by County Counsel; and

WHEREAS, Attorney provides professional legal services and is particularly qualified to perform the required services due to Attorney's legal competence and experience.

NOW, THEREFORE, in consideration of the mutual promises set out below, District and Attorney agree as follows:

CONTRACT OUTLINE

- 1.0 Agreement Term
- 2.0 Authorized Representatives
- 3.0 Services to be Performed
- 4.0 Consideration
- 5.0 Independent-Contractor Status
- 6.0 Ownership of Information and Work Product
- 7.0 Assignability
- 8.0 Right to Retain and Consult Additional Legal Counsel
- 9.0 Amendment, Modification and Waiver
- 10.0 Insurance
- 11.0 Indemnification
- 12.0 Possessory Interest
- 13.0 Non-discrimination
- 14.0 Conflict of Interest
- 15.0 Applicability of the California Tort Claims Act
- 16.0 Termination
- 17.0 Attorney Fees
- 18.0 Choice of Venue and Applicable Law
- 19.0 Severability
- 20.0 Captions
- 21.0 Authority to Contract
- 22.0 Notice
- 23.0 Complete Agreement

1.0 Agreement Term

1.1 The period of this agreement shall commence on _____, and shall terminate on _____.

1.2 The parties may mutually agree in writing to extend the Agreement term.

1.3 If authorized and approved by District, the term of this Agreement may be extended for a time period to be specified by that extension. If Attorney does not agree to the extension as authorized by District, Attorney shall provide thirty (30) days written notice before the Agreement term ends. Attorney will be deemed to have agreed to any District-approved extension of this Agreement if thirty (30) days written notice is not tendered to District prior to the end of the Agreement term, and Attorney continues to provide services pursuant to the Agreement. If authorized and approved by the District, the term of this agreement may be extended by exercising one of two option years.

1.4 All references to the term of this Agreement or the Agreement term shall include any extensions or automatic renewals of the term.

2.0 Authorized Representatives

2.1 The General Manager of the District is the authorized representative for District and will administer this Agreement for District.

2.2 _____, is the authorized representative for Attorney.

2.3 Changes in designated representatives shall occur only by advance written notice to the other party.

3.0 Services to be Performed

3.1 Attorney shall provide legal services to District, and the scope of Attorney's duties shall include the following specific duties and responsibilities.

3.2 Attorney shall provide District with the necessary consultation by staff qualified to perform the legal tasks at the least costly billing category. Attorney shall assign only competent personnel to perform services under this Agreement. In the event District, in its sole discretion, at any time during the term of this Agreement desires the removal of any person assigned by Attorney to perform services pursuant to this Agreement, Attorney shall remove such person immediately upon receiving written notice from District of its desire for removal of such person.

3.3 Attorney's legal representation shall include, but not be limited to any and all activity reasonably necessary to represent District's interest in a professionally competent manner. All activity shall be reviewed with and authorized by the County Counsel and General Manager of the District on an ongoing basis.

3.4 Attorney shall provide verbal and/or written reports as may be reasonably requested by County Counsel and the General Manager of the District, and as necessitated by the conduct of litigation.

3.5 Attorney shall meet with the General Manager of the District and/or the Marin County Transit District Board upon request.

3.6 Attorney shall consult with County Counsel and the General Manager of the District, on the retention of any consultant or expert witness to assist with any individual case assigned to Attorney.

3.7 Attorney shall consult with County Counsel and the General Manager of the District, on trial and tactical decisions.

3.8 Attorney shall assist County Counsel and the General Manager of the District, in settlement evaluations and negotiations, and shall obtain District's authority before making any settlement proposal on District's behalf or to the Court or to any other party.

3.9 Attorney shall advise County Counsel and the General Manager of the District, in advance of any mandatory or voluntary settlement conference or trial scheduling.

3.10 Attorney shall provide County Counsel and the General Manager of the District, with timely advice of all significant developments arising during the performance of services under this contract, including but not limited to when a ruling on a motion or demurrer, a judgment, a verdict, or any other award is rendered and when trial and/or other pre-trial dates and deadlines are set.

3.11 Attorney shall provide County Counsel and the General Manager of the District, with copies of all pleadings and Court rulings filed in any action in which Attorney represents District.

3.12 Attorney shall devote such time to the performance of services pursuant to the Agreement as may be reasonably necessary for the satisfactory performance of Attorney's obligations under this Agreement.

3.13 Attorney shall maintain books, records, files, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practice and accounting procedures for a minimum of four years after termination of the agreement. District, or any of its duly authorized representatives, shall have access to these books, records, files, documents and other evidence for purposes of inspection, evaluation, audit or copying.

3.14 Attorney shall keep and preserve all back-up documentation to support all entries included in billings to District for legal services for a period of four years after termination or completion of the matter for which Attorney has been retained.

3.15 District's supervising attorney shall be County Counsel, or a designee of County Counsel.

3.16 Any proposed settlement recommendation is subject to approval by the Marin County Transit District Board.

3.17 Acceptance by District of work performed under this Agreement does not operate as a release of Attorney from responsibility for the work performed.

3.18 Attorney understands and agrees that the services and scope of work to performed under this Agreement can and will be performed in a timely manner, consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations, resolutions, and decisional law, including, but not limited to, a manner in accordance with the standards of Attorney's occupation and profession.

3.19 Attorney shall perform all services required under this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Attorney is engaged. All products delivered to District by Attorney under this Agreement shall be prepared in a quality, professional manner and shall conform to the standards and quality normally observed by a person practicing in Attorney's profession and area of expertise.

3.20 Attorney represents and warrants to District that Attorney, and all of Attorney's employees and agents, have all licenses, permits, qualifications, and approvals of whatsoever nature which are necessary and legally required to perform the duties, responsibilities, and services contracted for in the Agreement. Attorney represents and warrants to District that Attorney shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and

approvals legally required for Attorney and Attorney's staff to practice the legal profession at the time the services are performed.

3.21 Attorney shall, at Attorney's sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services according to this Agreement, except as otherwise provided in this paragraph. District shall furnish Attorney only those facilities, equipment, and other materials, and shall perform only those obligations listed in paragraph 3.0.

3.22 Attorney shall devote such time to the performance of services under this Agreement as may be reasonably necessary for the satisfactory performance of Attorney's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause which is beyond the reasonable control of the parties.

3.23 If litigation or administrative hearings ensue which relate to the subject matter of Attorney's services under the Agreement, upon request, Attorney agrees to testify at a reasonable and customary fee.

4.0 Consideration

4.1 District shall pay Attorney for Attorney's services at a rate of \$_____ per hour. Except as expressly provided in this Agreement, Attorney shall not be entitled to, nor receive from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, but without limitation, Attorney shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever. Extraordinary travel expenses shall be subject to the preapproval of the General Manager of the District before such expenses will be reimbursable under this Contract.

4.2 District will not withhold any Federal or State income taxes or Social Security tax from any payments made by District to Attorney under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Attorney. District has no responsibility or liability for payment of Contractor's taxes or assessments.

4.3 Services performed by Attorney and not authorized in this Agreement shall not be paid for by District. Payment for additional services shall be made to Attorney by District, if and only if, this Agreement is amended by both parties in advance of performing additional services.

4.4 In no event shall total compensation paid to Attorney under this agreement exceed \$_____, without a written amendment to this Agreement approved by District.

4.5 Attorney shall provide District with invoices for payment of services under this Agreement in the form and manner directed by the District, and consistent with the record-keeping specificity required by Attorney's profession.

5.0 Independent-Contractor Status

5.1 It is expressly understood that in the performance of the services herein, Attorney, and Attorney's agents and employees, shall act in an independent capacity as an independent contractor and not as officers, employees or agents of District. Attorney, and Attorney's agents and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of District. This Agreement is not an agreement for employment, and shall not under any circumstances be construed or considered to create an employer-employee relationship, or joint venture. Attorney shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding, Social Security, and Worker's Compensation.

5.2 Attorney, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in this Agreement, Attorney has no express or implied authority or responsibility to exercise any rights or power vested in the District, nor to bind District to any obligation whatsoever. No District agent, officer, or employee is to be considered an employee of Attorney.

5.3 If, in the performance of this agreement, any third persons are employed by Attorney, such persons shall be entirely and exclusively under the direction, supervision, and control of Attorney. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law shall be determined by Attorney.

5.4 It is understood and agreed that as an independent contractor, and not as a District employee, neither Attorney, nor Attorney's assigned personnel shall have any entitlement as a District employee, or any right to bind District of any obligation whatsoever.

5.5 It is further understood and agreed that Attorney must issue W-2 forms, and/or any and all other forms as required by law for income and employment tax purposes for all of Attorney's assigned personnel under the terms and conditions of this Agreement.

5.6 As an independent contractor, Attorney hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party, that an employer-employee relationship exists by reason of this Agreement.

5.7 At all times during the term of this Agreement, Attorney shall be responsible for Attorney's own operating costs and expenses in connection with performance of services under this Agreement. District shall have the right to control Attorney only insofar as the results of Attorney's services rendered under this Agreement. District shall not have the right to control the means by which Attorney accomplishes services rendered pursuant to this Agreement.

6.0 Ownership of Information and Work Product

6.1 All professional and technical information developed under this Agreement, all reports, information, related data, work sheets, work product, findings, and conclusions furnished under this Agreement ("Work Product") become the property of District, shall be confidential until District makes the Work Product available for public inspection, and shall not be made available by Attorney to any person or entity, or published by Attorney without the prior written authorization of District.

6.2 Attorney agrees to deliver reproducible copies of such documents to District on completion of Agreement services.

7.0 Assignability

7.1 The parties recognize that a substantial inducement to District for entering into this Agreement is the reputation and competence of Attorney, including Attorney's associates, paralegals, and legal secretaries. Neither this Agreement, nor any part, may be assigned by Attorney without District's written approval, and this Agreement contemplates that Attorney will be the primary provider of services called to be performed.

7.2 Except as otherwise provided in this Agreement, Attorney shall not subcontract any portion of the Agreement services without District's written approval. Any subcontractor, independent contractor, or any type of agent or employee ("Secondary Parties") performing or hired to perform any term or condition of this Agreement on behalf of Attorney, as may be permitted by the Agreement, shall comply with each term and condition of this Agreement. Furthermore, Attorney shall be responsible for the Secondary Parties' acts and satisfactory performance of the terms and conditions of this Agreement.

7.3 Any attempted or purported assignment or subcontracting by Attorney of any right or obligation under this Agreement without written approval shall be void and of no legal effect.

8.0 Right to Retain and Consult Additional Legal Counsel

8.1 Notwithstanding the terms of this agreement, District retains the right to seek and or retain additional legal advice, consultation and counsel should it be determined in the District's best interest to do so in the District's sole discretion.

9.0 Amendment, Modification and Waiver

9.1 No amendment, modification or waiver of any provision of this Agreement is effective unless made in writing, signed by all the parties, and then is effective only for the period, on the condition, and for the specific instance for which it is given.

9.2 A waiver by any party of any breach of any term, covenant or condition of this Agreement, or a waiver of any right or legal or equitable remedy available shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of the Agreement or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the waiving party.

10.0 Insurance

10.1 During the term of this Agreement, Attorney shall maintain in full force and effect the following types of insurance:

10.1.1 Business Automobile Liability Insurance with minimum coverage not less than \$1,000,000 per accident for bodily injury and property damage for owned, non-owned and hired automobiles.

10.1.2 Professional Malpractice Liability Insurance (Errors & Omissions) with a minimum limit of \$35,000,000 per claim with a maximum deductible or self-insured retention of \$1,000,000.

If this insurance is on a Claims Made form:

1. The "retroactive date" must be shown and must be before the date of the contract or the beginning of contract work.

2. If coverage is canceled or non-renewed and not replaced with another claims made policy form with a "retroactive date" prior to the contract effective date, the Attorney must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work.

3. A copy of the claims reporting requirements must be submitted to the District for review.

10.1.3 Commercial General Liability Insurance on an occurrence form basis with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.

10.1.4 Workers' Compensation insurance as required by the State of California and Employer's Liability insurance with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

10.2 Certificates of Insurance, as evidence of the above-mentioned coverages in force during the term of the Agreement, shall be filed with the County Administrator's Office either prior to or concurrent with the execution of this Agreement and ten (10) days prior to their expiration dates. The

Commercial general liability insurance policy shall contain an endorsement naming the Marin County Transit District, as an additional insureds and shall specifically specify that Attorney's coverage shall be primary, that the District's insurance shall be excess of Attorney's insurance and shall not contribute with it. Attorney shall be required to mail written notice to the Marin County Transit District in the event of cancellation or diminution of limits.

10.3 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, or current Fitch rating of no less than A.

10.3 It is understood and agreed that failure to obtain or retain the requisite insurance during the term of this Agreement will result in termination of the Agreement.

11.0 Indemnification

11.1 Each of the parties shall be solely liable for negligent or wrongful acts or omissions of its representatives, agents or employees occurring in the performance of this Agreement.

11.2 If either party becomes liable for damages caused by its representatives, agents or employees, it shall pay such damages without contribution by the other party. Attorney's obligation under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Attorney to have insurance.

11.3 To the extent permitted by law, District shall defend and indemnify Attorney from claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees arising out of, or resulting from, the gross negligence or intentional wrongful acts of District, its agents (other than Attorney), officers, or employees.

11.4 To the extent permitted by law, Attorney shall defend and indemnify District from claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees arising out of, or resulting from, any negligent or wrongful acts of Attorney, its agents, officers, or employees, provided, however, that as to any such claims, damages, losses, judgments, liabilities, expenses and other costs that would be covered by Attorney's professional liability insurance if asserted under tort law, nothing in this paragraph shall expand Attorney's duties and obligations under tort law or create any independent obligation for the same under contract law.

11.5 It is understood and agreed that Attorney shall be liable for any acts or omissions which occur outside the course or scope of performance of this Agreement and shall defend, indemnify and hold harmless District from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising from any active negligence or wrongful act of Attorney which is outside the course or scope of the performance of this Agreement, provided, however, that as to any such claims, damages, losses, judgments, liabilities, expenses and other costs that would be covered by the Attorney's professional liability insurance if asserted under tort law, nothing in this paragraph shall expand the Attorney's duties and obligations under tort law or create any independent obligation for the same under contract law.

11.6 Nothing contained herein shall be deemed to increase District's liability beyond limitations set forth in law.

12.0 Possessory Interest

12.1 The parties to this agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, section 107. For all purposes of compliance by District with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by District. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties. A taxable possessory interest may be created by this Agreement and, if

created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

13.0 Non-discrimination

13.1 Attorney shall not unlawfully discriminate and shall comply with all local, state, federal and decisional laws relating to discrimination.

14.0 Conflict of Interest

14.1 Attorney warrants and covenants that Attorney presently has no interest, nor shall any interest be hereinafter acquired in any manner, which will render the services under this Agreement a violation of any applicable federal, state or local law. Attorney further warrants that no officer, agent, employee or representative has influenced or participated in a decision to award this contract which has or may confer on Attorney a benefit in which the employee or officer may have an interest, pecuniary or otherwise. In the event that a conflict of interest should nevertheless hereafter arise, Attorney shall promptly notify District so District may determine whether to terminate the Agreement.

14.2 Attorney agrees to comply with California state law regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090; Chapter 7 of Title 9, commencing with Section 87100; and regulations promulgated by the California Fair Political Practices Commission.

14.3 Attorney agrees that if any facts come to Attorney's attention which raise any question as to the applicability of any conflict law, Attorney will immediately inform District and provide all information needed for resolution of the question.

14.4 In addition, Attorney is admonished that the rules and statutes of this section include prohibition against any public officer, including Attorney for this purpose, from making any decision on behalf of District in which such officer has direct or indirect financial interest. A violation occurs if the public officer influences or participates in any District decision which has the potential to confer any pecuniary benefit on Attorney, or any business firm in which Attorney has any interest of any type, with certain narrow exceptions.

15.0 Applicability of the California Tort Claims Act

15.1 No term or condition of this Agreement shall be deemed to waive the provisions of the California Tort Claims Act, Division 3.6 of the Government Code. The Act and all its related provisions shall apply to any claim arising from any acts or conduct under the terms and conditions of this Agreement.

16.0 Termination

16.1 District shall have the right to terminate this Agreement at any time by giving notice of termination in writing to Attorney. When County gives notice of termination, Attorney shall immediately cease rendering service upon receipt and the following shall apply.

16.1.1 Attorney shall deliver copies of all writings prepared by Attorney pursuant to this Agreement. The term "writings" shall include all forms of written communication or memorialization of oral communication, including but not limited to handwriting, typewriting, printing, work-processing, computer disks, photostating, photographing, facsimiles, and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof.

16.1.2 District shall have full ownership and control of all such writing or other communications delivered by Attorney pursuant to this Agreement.

16.1.3 District shall pay Attorney the reasonable value of services rendered by Attorney under this Agreement to the date of termination, in addition to that amount previously billed and approved by District. However, this payment shall not exceed the amount documented by Attorney and approved by District as work accomplished to date; and shall not include lost profits which might have been made by Attorney had Attorney completed the services required by this Agreement. Attorney shall furnish District with any financial information necessary in District's judgment to determine the reasonable value of the services rendered by Attorney. In the event of a dispute as to the reasonable value of Attorney's services, the District's decision shall be final. The forgoing is cumulative and does not affect any right or remedy District may have in law or equity.

16.2 Attorney may terminate Attorney's services under this Agreement upon 30 working days written notice to District, without liability for damages, if Attorney is not compensated according to the terms of the Agreement, or upon any other material breach of the Agreement by District, provided Attorney has first notified District in writing of any alleged breach, specifying the nature of the alleged breach and providing not less than ten working days within which District may cure the alleged breach.

16.3 In the event of termination, Attorney will cooperate with termination transition in an orderly and professional manner best calculated to avoid disruption of legal services and to protect District from potential legal exposure. Attorney shall provide a termination report which includes a brief description of the case facts, a discussion of the applicable law, a complete list and description of all future scheduled deadlines, status conferences, briefing schedules, arbitration or mediation dates, court appearances, discovery cut-offs and any pending or outstanding discovery matters.

16.4 This Agreement shall be terminable, at option of District, in the case of Attorney's voluntary or involuntary bankruptcy, or insolvency.

16.5 District may terminate this Agreement in the event Attorney becomes unable to substantially perform any term or condition of this Agreement.

16.6 Notwithstanding any other term or condition of this Agreement, either party may terminate this agreement upon thirty days written notice to the other party.

17.0 Attorney Fees

17.1 If any action at law or in equity, including a request for declaratory relief, is brought to enforce or interpret provisions of this Agreement, each party shall bear its own attorney fees and costs.

18.0 Choice of Venue and Applicable Law

18.1 Unless otherwise expressly waived in writing by the parties, any action in law or equity brought to enforce any of the Agreement provisions shall be filed and remain in a Court of competent jurisdiction in the County of Marin, State of California. The validity interpretation and performance of this Agreement, and all matters relating to it, shall be controlled by and construed under California substantive and procedural law.

19.0 Severability

19.1 If any term, covenant, condition or provision of this Agreement is held to be invalid, void, or unenforceable by a Court of competent jurisdiction, the remainder of the covenant, condition, provision or Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

20.0 Captions

20.1 The captions of this agreement are for reference convenience only and are not intended to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement provisions.

21.0 Authority to Contract

21.1 All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entity, person, estate, firm, or corporation, represented or purported to be represented by such entity, person, estate, firm, or corporation, and that all formal requirements necessary or required by any state or federal law in order to enter into this Agreement have been fully complied. Furthermore, by entering into this Agreement, neither party shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect. If Attorney is a corporation, Attorney shall, within 30 days after execution of this Agreement, deliver to District a certified copy of a resolution of the Board of Directors of the corporation authorizing or ratifying the execution of this Agreement.

22.0 Notice

22.1 All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party to be served as follows:

If to District:

General Manager
Marin County Transit District
711 Grand Ave. #110
San Rafael, CA 94901
Phone: (415) 226-0855

If to Attorney:

22.2 Each party shall provide the other with telephone and written notice of any change of address as soon as practicable.

22.3 Notice given by personal delivery or acknowledged shall be effective immediately.

23.0 Simultaneous Counterparts

23.1 This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

24.0 Complete Agreement

24.1 Except as otherwise provided in this Agreement, this Agreement and any specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any express or implied representations made.

24.2 It is the intention of the parties that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.

24.3 The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents, if any, as may be necessary and convenient to the fulfillment of these purposes.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first set forth above.

"DISTRICT"

MARIN COUNTY TRANSIT DISTRICT

"ATTORNEY"

By: _____
Board President

By: _____

APPROVED AS TO FORM:

County Counsel

EXHIBIT A

Scope of Services

EXHIBIT "A"

SCOPE OF SERVICES (required)

EXHIBIT "B"**FEES AND PAYMENT SCHEDULE (required)**

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

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: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____



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san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

January 9, 2022

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

SUBJECT: Revised Marin Transit Standards of Conduct Policy and Conflict of Interest Code

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: Approve Revised Marin Transit *Standards of Conduct Policy and Conflict of Interest Code (AD-01 #4)*.

SUMMARY: Staff recommends that your Board adopt revisions to the *Standards of Conduct Policy and Conflict of Interest Code*. The District originally adopted the *Standards of Conduct Policy and Conflict of Interest Code* in September 2011. Revisions were made August 2014 and March 2015 to reflect the change to direct employment and to inform the public on how to access Statements of Economic Interest. This revision amends Section 3.2 to add the Director of Planning and the Director of Administrative Services positions to the list of designated positions and required "General Contracting" level disclosures.

FISCAL/STAFFING IMPACT: There is no fiscal impact associated with adopting the revised *Marin Transit Standards of Conduct Policy and Conflict of Interest Code, revision #4*.

Respectfully submitted,

Holly Lundgren
Director of Administrative Services

Attachment: Marin Transit Standards of Conduct Policy and Conflict of Interest Code, revision #4



MARIN TRANSIT

**STANDARDS OF CONDUCT POLICY and
CONFLICT OF INTEREST CODE**

Policy #:	AD-01
Subject:	Personnel and Procurement
Effective Date:	9/19/2011
1 st Revision:	8/18/2014
2 nd Revision:	3/16/2015
3 rd Revision:	4/18/2016
4 th Revision:	Pending Approval

1. BACKGROUND

This policy provides standards of conduct for representatives of Marin Transit. These standards establish a framework for expectations for Marin Transit procurement, contracting, and other professional conduct.

This policy also updates the Conflict of interest Code adopted by the District in 1978 to conform to the Political Reform Act, which requires that all public agencies adopt a conflict of interest code.

Marin Transit staff are subject to *Marin Transit Personnel Policies and Procedures Manual*. The policies below are intended to supplement these policies and procedures and to explicitly comply with State and Federal conflict of interest and standards of conduct regulations and guidance.

2. STANDARDS OF CONDUCT

2.1 Federal Requirements

FTA Circular 4220.1F requires that employees of agencies, such as Marin Transit, who are involved in the award or administration of contracts involving federal funds conform to written standards of conduct.

2.2 Marin Transit Standard of Conduct Policy Statement

No employee, officer, agent, immediate family member, or Board member of Marin Transit shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- (1) The employee, officer, agent, or Board member,
- (2) Any member of his/her immediate family,
- (3) His or her partner, or
- (4) An organization that employs, or is about to employ, any of the above.

Marin Transit's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Employees may accept benefits where the financial interest is not substantial (i.e. under \$50.00) or the gift is an unsolicited item of nominal intrinsic value. Employees may also accept gifts of food that are shared among other employees and that retail for less than \$75.

2.3 STANDARD OF CONDUCT GUIDELINES

Marin Transit employees have a responsibility to the public in the performance of their official duties. High institutional and personal standards of conduct must be maintained

to fulfill that responsibility. These standards must include avoiding any actions that would create the appearance of violation of laws or ethical principles

Marin Transit employees shall avoid using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. Marin Transit employees shall exercise the utmost good faith in all transactions, activities, and behaviors related to their duties to Marin Transit and its property and resources. The principles of good faith and honest dealing apply to all aspects of the employee's responsibilities and activities on the part of Marin Transit, not just those identified in this policy as subject to particular statutes or causes for particular concern.

Exclusive Service: Marin Transit employees shall devote their time and attention during work hours to rendering services on behalf of Marin Transit only.

Outside Employment: Any employment outside of Marin Transit must not be inconsistent, incompatible, in conflict with, or unfavorable to the employee's duties as a Marin Transit employee. No full-time employee may engage in outside employment unless prior written approval of the General Manager is requested and granted. Approval may be rescinded at any time. An employee will not engage in outside employment while on worker's compensation leave status.

Maintenance of Confidential and/or Privileged Information: Information used and/or accessed in the course of employment, if privileged by virtue of the employee's position and/or confidential, will not be discussed outside the work environment and only as the law requires.

Use of Marin Transit Facilities or Property: No Marin Transit property will be used by an employee without express authorization of the department head or designee and as necessitated by the employee's position.

Improper Political Activity: Coercion of or by employees or use of positions for political purposes is prohibited. Employees are subject to applicable state and federal statutes establishing limitation on participation in political activities. No one employed by Marin Transit will engage in political activities on Marin Transit premises, while engaged in official duties, or using Marin Transit equipment.

Nepotism Prohibited: No person will be employed in a position directly or indirectly (through other levels) supervised by a person related to him or her by blood, marriage, or marital-type relationship. Exceptions may be made on a temporary or occasional basis due to a temporary need. An employee is required to notify the appointing authority if the employee enters into a marriage, domestic partnership, or marital type relationship with another employee where a supervisor/subordinate relationship exists.

Anti-Fraternization: Consenting "romantic" or sexual relationships between a supervisor and an employee who reports to that supervisor directly or indirectly may lead to actual or potential problems of supervision, favoritism, morale, misunderstandings, safety, conflicts of interest, or harassment claims. Therefore, Marin Transit strongly discourages dating or any conduct that is designed or may

reasonably be expected to lead to the formation of such a relationship. If such relationship does occur, the supervisory employee must immediately report such relationship to the General Manager.

Acceptance of gifts or other benefits: A benefit is anything reasonably regarded by an independent observer as providing monetary gain or advantage. Benefits include, but are not limited to monetary gifts, meals, employment, travel, or items of significant gain or advantage with a value of \$50 or more. Employees may also accept gifts of food that are shared among other employees and that retail for less than \$75. When the appropriateness of a benefit is in question, it should not be accepted. An employee (or member of the employee's immediate family) may not solicit or accept any gift, favor, privilege, benefit, service, exemption, or thing of value that might influence the employee to perform his or her job differently. An employee should assume that anyone having business with Marin Transit as a client, contractor, or vendor is likely to be seen as attempting to curry favor if that person provides any gift or benefit to the employee.

The only gifts and benefits not subject to this restriction are those conferred on account of kinship or a personal or professional relationship independent of employee's status, non-cash items of less than \$50.00 in value, and those used solely to defray expenses accrued in the performance of official duties that are not reimbursable by Marin Transit.

2.4 Sanctions for Violations of Employee Standards of Conduct

Standard of Conduct violations, depending upon the severity, may subject the employee to disciplinary action up to and including dismissal, as well as to the possibility of criminal charges and prosecution.

3. CONFLICT OF INTEREST CODE

Under the California Political Reform Act, all public agencies are required to adopt a conflict of interest code that designates positions required to file Statements of Economic Interests (Form 700), and assigns disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to alert public officials and members of the public to the types of financial interests that may create conflicts of interests.

3.1 Terms of Code

The Fair Political Practices Commission (FPPC) has adopted a regulation, California Code of Regulations, Title 2, division 6, Section 18730 (CCR 18730), which contains the terms of a standard conflict of interest code. The regulation can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of CCR 18730 (Exhibit 3) and any amendments to it duly adopted by the FPPC are incorporated by reference and along with the Sections 3.2 and 3.3 below in which members and employees are designated and disclosure categories are set forth constitute the conflict of interest code of Marin Transit.

3.2 Designated Positions

The following positions make or participate in making decisions. These positions involve voting on matters, negotiating contracts, or making recommendations on purchases without substantive review. Positions listed in Government Code Section 87200 (i.e. City Council Members, Planning Commissioners, Members of the Board of Supervisors, etc.) are not required to be included, because these positions automatically file Form 700.

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Members of the Board of Directors	Full
General Manager	Full
Deputy General Manager	General Contracting
Director of Finance and Capital Projects	General Contracting
Director of Operations and Service Development	General Contracting
Director of Planning	General Contracting
Director of Administrative Services	General Contracting
General Counsel	Full

Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

Disclosure of gifts for designated employees shall be limited to gifts with a value of \$50 or more received from persons doing business with Marin Transit.

3.3 Disclosure Categories

The following disclosure categories are based on the FPPC model disclosure categories that were developed to assist state agencies in drafting or amending their conflict-of-interest codes.

Full Disclosure

All interests in real property in the State of California, as well as investments, business positions and sources of income, including gifts, loans, and travel payments.

Full Disclosure (excluding interests in real property)

All investments, business positions and sources of income, including gifts, loans, and travel payments.

General Contracting

All investments, business positions and income, including gifts, loans, and travel payments from sources that provide leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, to Marin Transit

3.4 Filing of Disclosure Statements

The Statements of Economic Interests are public records subject to Government Code Section 81008. All positions identified in 3.2 above will file annual Statements of Economic Interests directly to the County Department of Elections (typically, the Directors who also serve as County Supervisors or City Council Members):

County of Marin
Department of Elections
3501 Civic Center Drive, Suite 121
San Rafael, CA 94903

All other positions submit their annual Statements of Economic Interests to the administrative staff at Marin Transit:

Administrative Assistant
Marin Transit
711 Grand Avenue, Suite 110
San Rafael, CA 94901

These statements will be forwarded to the County Department of Elections and copies of all Marin Transit Statements of Economic Interests will be available for public review in both locations. The public can also obtain copies of these statements at either location.



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January 9, 2023

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

SUBJECT: Purchase Agreement with Gillig, LLC for Seven Low Floor Hybrid Diesel-Electric Buses

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 General Manager to complete the purchase of three (3) 35-foot and four (4) 40-foot hybrid vehicles for local service at a cost not to exceed \$6,423,974 and approve budget amendment 2023-02.

SUMMARY: Staff recommends that your Board authorize the General Manager to purchase three 35-foot and four 40-foot hybrid diesel-electric low-floor vehicles through an agreement with Gillig, LLC. The vehicles will replace seven 35-foot vehicles currently operated by Golden Gate Bridge Highway and Transportation District (GGBHTD) that are beyond their useful life.

As outlined in Marin Transit's 2016 Short Range Transit Plan, the District is committed to reducing emissions and pursuing alternative fuels and technologies. This purchase replaces Marin Transit's first hybrid buses which were delivered in 2010. The District now owns a fleet of 39 hybrid buses that operate on local routes throughout the county. The current purchase is of Allison Transmission's new EGen Flex Hybrid System which can run fully electric for ranges of up to three miles. This will result in an emissions reduction of 40% or 26.2 metric tons CO₂ annually when compared to the hybrid fleet that is being replaced.

With your Board's authorization, Marin Transit will initiate the vehicle order with Gillig, LLC. The vehicles will meet Americans with Disabilities Act requirements and have a useful life of twelve years. The buses will be used for GGBHTD-operated fixed route local service and will be consistent with the rest of Marin Transit's fleet operated by GGBHTD. Marin Transit anticipates delivery in January 2024.

Alternatives Investigated

Marin Transit evaluated battery electric buses for all or a portion of this replacement purchase. However, the required infrastructure which would need to be placed on GGBHTD's property and range limitations are prohibitive for replacing seven of Marin Transit's fleet

at this time with fully battery electric buses. For this reason, staff recommends that the District purchase hybrid diesel-electric buses.

Staff also investigated the possibility of purchasing or leasing hybrid vehicles from GGBHTD that are currently not in use due to service impacts related to the COVID-19 pandemic in an attempt to more effectively use the region's resources. Unfortunately, GGBHTD could only commit to an 18-month lease period which would delay the replacement purchase for Marin Transit by only 6 months and provide no real benefit to the District.

Procurement

The vehicles will be purchased off the Washington State contract, which was competitively bid and allows other entities to purchase from it. Use of this agreement reduces Marin Transit's costs and complies with federal statutes and regulations applicable to all third-party contracts.

FISCAL/STAFFING IMPACT:

The total cost for each 35-foot hybrid low-floor bus is expected to be \$913,000 and the total cost for each 40-foot hybrid low-floor bus is expected to be \$922,000. These costs are about \$210,000 more than the cost of equivalent clean diesel buses. Combined, staff estimates that the seven hybrid buses will cost \$6,423,974. Approximately 98 percent of the total cost will be applied to the Gillig contract. The remainder will be assigned to vehicle inspection, staff time, and ancillary equipment.

The seven buses are part of a federally funded project to replace seven hybrid vehicles that have reached the end of their useful life. Budget Amendment 2023-02 will add the replacement project to the District's FY 2022/23 Capital Budget, though the majority of expenditures will occur in FY 2023/24.

Seventy-six percent of the funding is from Federal Transit Administration (FTA) Section 5307. The regional program for Section 5307 funds aims to cover 80% of costs for vehicle replacements, but due to the rapid increase in bus replacement costs the existing regional allocation of funds is \$257,000 less than the target share. Staff will work with the Metropolitan Transportation Commission (MTC) to request the additional funds if there is an opportunity within the regional Transit Capital Priorities (TCP) program. Marin Transit will use its FY2020/21, FY2021/22 and FY2022/23 allocations of California's State of Good Repair Funds under Senate Bill 1 for the purchase. The remaining amount will be funded through local sales tax Measure A/AA revenues.

Table 1: Budget Amendment 2023-02 – Purchase Seven Hybrid Vehicles (Project #LE)

Funding Source	Amount
FTA Section 5307	\$4,855,200
California - State of Good Repair (SB1)	\$756,265
Measure A/AA Local Sales Tax	\$812,508
	\$6,423,974

Respectfully submitted,

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

Anna Penoyar
Capital Projects Manager

Attachment: Vehicle Description

4 - 35 ft and 3-40ft Gillig Low Floor Hybrid Buses



Vehicle Facts

Useful Life: 12 years
Engine: Cummins 280HP Diesel Engine
Transmission: Allison EGEN Flex Hybrid
Passenger Seating: AMSECO Insight (31 & 37 seats)
Fareboxes: GFI 36" High Odyssey
Clipper Regional Fare System Reader: One mounting location
Surveillance Cameras: Seon Explorer TX8, (7) Color Cameras
AVL: Syncromatics with Voice Anunciator
Destination Sign: Hanover 100% Amber LED
Wheelchair Ramp: Lift-U, LU-18, front door
Wheelchair Postions: 2
Bicycle Rack: Sportworks, 3 position

Project Timeline

- **January 2023:** Board Approval, Order Placed
- **September 2023:** Pre-Production Meeting (Specs finalized)
- **December 2023:** Start of Build
- **December 2023/January 2024:** Final Delivery





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January 9, 2023

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

SUBJECT: Update on FY 2022/23 Contracting Opportunities and Awards

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: Discussion item.

SUMMARY: At your August 8, 2022 Board of Directors meeting, staff provided a summary of anticipated contracting opportunities for FY2022/23. This report provides an update on contracts that have been awarded this fiscal year to date and upcoming solicitations.

FY 2022/23 Contract Awards

During the period July 1, 2022 – December 31, 2022, Marin Transit recorded 29 agreements. Of these, five are revenue agreements, and three are non-financial agreements or amendments to existing agreements without financial impacts. The remaining 21 contracts awarded had a total value of \$49.0 million (Attachment A). Your Board awarded twelve contracts for a total value of \$48.9 million. The General Manager has the authority to approve contracts up to \$50,000 and approved a total of seven contracts with a total value of \$121,585.

The award of the purchase transportation agreement with the Golden Gate Bridge Highway and Transportation District was the majority of awarded contract value at \$44.9 million for the three and half year contract term. Other than large operations and maintenance contracts such as the GGBHTD contract, the Capital contracts tend to be the largest funding awards. The award of the second phase of construction at Rush Landing with Arntz Builders was \$1.5 million. Other significant contracts include the purchase of 10 accessible vans, second option year of yellow bus purchase transportation, and the purchase of battery refresh on 11 Gillig hybrid buses.

Smaller contract awards were for rider guide printing, professional services, costs related to improvements at bus stops and the new Kerner facility, and software.

FY 2022/23 Contracting Opportunities

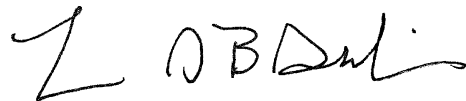
Anticipated contracting opportunities were included in the August 2022 procurement report. These opportunities are also listed on the Marin Transit website. Table 1 provides an updated list of FY2022/23 opportunities along with the procurement status of each opportunity.

Table 1: FY 2022/23 Contracting Opportunities

Product or Service	Type of Procurement	Procurement Method	Anticipated Release Date/Status	Contract Value over or under \$1 Million	Federal
Hybrid Battery Packs	Equipment	Sole Source	COMPLETE	Under	Yes
Parking Facility Design	Services	RFP	COMPLETE	Under	No
Rush Landing Fencing and Lighting	Construction	IFB	COMPLETE	Over	No
Ten Paratransit Vans	Vehicles	Cooperative Agreement	COMPLETE	Under	Yes
Legal Services	Service	RFP	Pending Award	Under	No
Federal Advocacy Services	Service	RFP	Pending Award	Under	No
Fixed Route Operations and Maintenance Contracts	Operations	RFP	Pending Award	Over	Yes
Financial Audit	Service	RFP	Active	Under	No
Staff Car (Electric)	Vehicles	RFQ	Active	Under	No
Yellow Bus Service	Operations	RFP	Jan. 2023	Over	No
Planning On-Call	Services	RFP	Jan. 2023	Under	Yes
Total Compensation Study	Service	RFQ	Jan. 2023	Under	No
Seven 40ft Hybrids	Vehicles	Piggyback	Feb. 2023	Over	Yes
Bus Stop Shelters	Equipment	Cooperative Agreement	Feb. 2023	Under	Yes
Electric Cutaway	Vehicles	Cooperative Agreement	March 2023	Under	No
Building Demolition	Construction	IFB	June 2023	Under	No
Muir Woods Shuttle Operations	Operations	RFP	Pending Award	Over	Yes
Bus Stop Improvements	Construction	IFB	June 2023	Over	No

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

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Programs

Attachment A - FY2022/23 Contract Awards

Attachment A

Contract #	Contract Title	Date of Award	Contractor	Board Awards	Other Awards (Under \$50,000)	Previous Board Authorizations
1125	Revenue contract	7/5/2022	MTC			
1126	Yellow Bus Service - 2nd Option Year	8/1/2022	Michael's Transportation	\$585,900		
1127	Consultant Support for SRTP	7/15/2022	NWC Partners Inc	\$25,000		
1128	Not issued					
1129	Hybrid Battery Refresh on 11 Gillig buses	12/5/2022	Pacific Power Group	\$620,359		\$304,000
1130	FY23 Employee Assistance Program	8/2/2022	ESI Employee Assistance	\$2,600		
1131	GFI Transfer Tickets	8/8/2022	EDM	\$7,125		
1132	Bike Racks and mounting equipment on 4 Gillig Electric Vehicles	10/5/2020	SportsWork			\$10,237
1133	Not issued					
1134	Amendment to extend contract 6 Months	8/11/2022	Clean Solutions Services, Inc.		\$50,000	
1135	Installation of 7' chain link fence and swinging gates	8/12/2022	Velox Design & Construction		\$42,020	
1136	Installation of bench at Magnolia & Ward (stop# 40303)	8/11/2022	Clean Solutions Services, Inc.		\$800	
1137	Revenue contract	8/12/2022	TAM			
1138	Revenue contract	8/12/2022	TAM			
1139	Non Financial Agreement	8/17/2022	Caltrans			
1140	Service agreement for temporary staffing	8/9/2022	Gary D Nelson Associates Inc			
1141	Recruiting Services	9/1/2022	Cooperative Personal Services		\$9,000	
1142	Non Financial Agreement	9/22/2022	MTC			
1143	2022 Operation and Maintenance Agreement	10/3/2022	Golden Gate Transit (GGT)	\$44,937,375		
1144	Revenue contract	9/27/2022	Tiburon JPA			
1145	Rider Guides Printing	10/3/2022	Consolidated Printers, Inc.	\$57,800		
1146	Professional Services - Photography- time extension	10/3/2022	Kara Brodgesell			

Attachment A

Contract #	Contract Title	Date of Award	Contractor	Board Awards	Other Awards (Under \$50,000)	Previous Board Authorizations
1147	Tracking, APC & AVAS repairs	10/7/2022	Syncromatics Corporation	\$22,705		
1148	Revenue contract	9/19/2022	National Park Service			
1149	600 Rush Landing Improvements Phase 2 Construction Contract	11/7/2022	Arntz Builders, Inc	\$1,496,263		
1150	Purchase of 10 Accessible Vans	11/7/2022	A-Z Bus Sales	\$972,274		
1151	Software	11/7/2022	DocuSign		\$3,726	
1152	Third Party Administrator Services for Retirement Plans - Amendment	12/1/2022	C-Ben Group		\$10,000	
1153	Design, Engineering & PS&E for 3010/3020 Kerner Blvd	12/5/2022	BKF Engineers	\$223,841		
1154	Redwood & Grant Bus Stop Cleaning MOU	12/1/2022	Downtown Streets Team		\$6,039	
1155	Transfer of lease agreement at 711 Grand	11/22/2022	Canal Alliance Property Group			\$743,743
Newly Awarded Value			\$48,961,478	\$48,961,478	\$121,585	\$0
Number of Expense Contracts			22	11	8	3
Number of Revenue Agreements			5			
Number of Non-Financial Agreements			2			
Number of Prior Year Recordings			0			
Total Number of Contracts			29			



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January 9, 2023

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

SUBJECT: Return to In Person Marin Transit Board of Directors Meetings at the Marin County Civic Center's Board Chambers

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: Approve the return to fully in person board meetings at the Marin County Civic Center's Board Chambers in March 2023.

BACKGROUND: Governor Newsom declared a state of emergency on March 4, 2020, in response to the global COVID-19 outbreak. Subsequent executive orders followed in quick succession, including Executive Order N-33-20 requiring all Californians to shelter-in-place except for critical infrastructure sectors and Executive Orders N-25-20, N-29-20, and N-35-20 which included modifications to certain requirements in the Ralph M. Brown Act for public meetings. Under the orders, local agencies were still required to provide advance notice of each public meeting according to the timeframe otherwise prescribed by the Brown Act, and using the means otherwise prescribed by the Brown Act. Agencies were, for a time, required to allow members of the public to observe and address the meeting telephonically or otherwise electronically. Local agencies were eventually explicitly freed from the obligation of providing a physical location from which members of the public could observe the meeting and offer public comment. Marin Transit staff and your board quickly pivoted to a virtual meeting platform to continue conducting agency business.

In anticipation of the Governor's Executive Order N-08-21, which rescinded the modifications to the Brown Act, effective September 30, 2021, the California State Assembly introduced Assembly Bill 361 (AB 361) which provided local agencies the ability to meet remotely during proclaimed state of emergencies under modified Brown Act requirements, like the rules and procedures established by the Governor's Executive Orders. Your board has been conducting remote meetings under the conditions of AB 361 since September 2021.

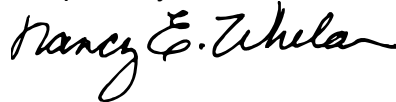
It is expected that Governor Newsome will lift the state of emergency order on February 28, 2023, thereby nullifying the conditions of AB 361. The State Assembly put forth Assembly Bill

2449 (AB 2449) to provide a remote participation option for members of a legislative body of a local agency under specific and limited circumstances. AB 2449 requires a two-way telephonic or video conferencing option for public participation and a quorum of board members to be present in a noticed physical location. AB 2449 sunsets on January 1, 2026.

SUMMARY: Staff has explored options to hold board meetings under the requirements of AB 2449 and has concluded that the expense for technical assistance and staff time is prohibitive. Additionally, it remains uncertain what equipment will be made available to staff in Board Chambers. Staff recommends resuming in person monthly board meetings at the Marin County Civic Center's Board Chambers on March 6, 2023. Staff will continue to provide the public with information on how to participate at a board meeting and how to provide public comment and feedback before, during and after any Marin Transit board meeting. Public comments related to items on the agenda become part of the public record. Staff will continue to monitor the evolution of equipment and best practices regarding public participation in governing board meetings and return with updates to your Board as appropriate.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy E. Whelan". The signature is written in a cursive, flowing style.

Nancy Whelan
General Manager



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

January 9, 2023

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

SUBJECT: Evaluation of Free Fare Promotional Programs and Recommendations

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: Receive results from three free fare promotions and authorize staff to proceed with recommended next steps.

SUMMARY: In August 2021, the Board authorized staff to proceed with three free fare promotional efforts in late 2021 through summer 2022: 1) distributing three free 31-day transit passes to the families of low-income students, 2) free rides on local fixed route service countywide for Seniors for a six-month period, and 3) free rides for youth during summer 2022. Staff completed and evaluated the three promotions and this letter summarizes the program results. Overall, the fare promotions had a larger equity impact than ridership impact, though it was hard to isolate the precise ridership impact given ongoing COVID recovery. Recommended next steps include the following:

- Offer free rides for youth again in summer 2023.
- Conduct comprehensive fare evaluation in 2023 before the launch of Clipper 2.0.
- Continue to promote existing programs that offer discounted fares to vulnerable populations (senior, ADA, youth, low-income), and explore how best to partner with community organizations.
- Explore options for future low-income fare promotions.
- Explore options to refine and improve Marin Access 2.0 program offerings.

BACKGROUND: Marin Transit offers a variety of discounted fare options and fare assistance programs to riders for fixed route and demand response services. Discounted fares exist in some form for all types of riders including adults, youth, seniors, and people with disabilities.

In 2021, staff conducted research and community and rider engagement to better understand awareness of existing discounted fare options and whether fares are a barrier to riding Marin Transit services. This effort included evaluation of current fare policy and

research on free fare programs including peer agency experiences. Staff also conducted a rider survey on fares in June 2021 and interviews with partner community-based organizations (CBO) and human service agencies (HSAs) to better understand barriers to fare payment and capture rider and stakeholder feedback on current fare policies. At the July 2021 Board meeting, staff presented a series of potential scenarios for near term fare assistance pilot programs and promotional fare discounts. These scenarios comprised 6-12-month pilot programs and promotional activities that would be temporary and not result in a formal fare policy change and associated Title VI equity analysis. The Board item which presented findings from research, engagement and the rider survey can be found here (Item 6):

https://marin.granicus.com/GeneratedAgendaViewer.php?view_id=31&clip_id=10776

Based on board direction, the initial findings of the rider survey, and discussions with CBOs, staff narrowed the proposed pilot and promotional fare discount options to focus on low-income riders, youth, and older adults. In August 2021, the Board approved the staff recommendation to move forward with three fare promotional programs:

- 1) Offer free transit passes to the families of low-income students who qualify for the free and reduced lunch program. This offering provided free transit access to low-income riders in the form of three free 31-day passes to eligible families.
- 2) Offer free rides on local fixed route service countywide for Seniors (age 65 or older) and persons with disabilities, as a 6-month pilot from October 2021 through March 2022. Demand response services (paratransit, Catch-A-Ride, Dial-A-Ride, and Connect) were exempt from the free fare offerings.
- 3) Offer free rides for youth for approximately 9 weeks in the summer of 2022. The passes (a valid student identification or proof of age) were only valid on local Marin Transit buses and could not be used on Golden Gate Transit (GGT) commuter routes or GGT basic, all-day regional routes.

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

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

Marin Transit staff implemented the proposed programs, working closely with community and agency partners to cross-promote transit services during the promotional periods.

EVALUATION: Staff evaluated each of the free fare promotional programs to determine if they should be considered for continuation. The following factors were considered in the evaluation:

- Financial impact and sustainability, including administrative costs
- Benefit to targeted population
- Impact on ridership
- Impact on quality and operation of current services
- Required level of effort for implementation and operation

Full findings are included in the attached presentation. Key findings and recommendation for each promotion are as follows:

- 1) Free transit passes for families of low-income students:
 - a. Outcomes: Program likely increased ridership, though numbers are small. Program may have attracted new long-term riders and increased awareness of monthly pass. Program had equity benefit regardless of ridership impacts and was low-cost. Promotion did require significant staff time to distribute passes.
 - b. Recommendation: Staff is exploring options for doing a similar promotion again including refinements to streamline program administration.
- 2) Free rides on local fixed route service for Seniors and persons with disabilities:
 - a. Outcomes: Senior and ADA fixed-route ridership does not appear to have increased due to the promotion. Costs were high.
 - b. Recommendation: Staff does not recommend repeating this promotion or instituting it as a permanent program but is currently considering other programs to improve services to seniors and ADA riders.
- 3) Free rides for youth in the summer of 2022:
 - a. Outcomes: Summer youth ridership does not appear to have been impacted by the promotion. Program did not have a significant operational or cost impact and could be repeated.
 - b. Recommendation: Staff recommend repeating this promotion in summer 2023.

In 2021, staff estimated that the proposed fare assistance programs would cost the District \$413,000 (including anticipated loss in fare revenue, materials cost, and administrative support). The actual cost of the promotions was approximately \$140,000. The significantly lower costs were due to fewer low-income families requesting the free monthly passes than anticipated. Despite the lower number of pass requests, significant staff time was required for mailing the transit passes to low-income families. The other two programs did not require significant staff time.

Table 1 Fare Promotion Costs and Rides Summary

FARE PROMOTIONS	Financial Results		Ridership	
	PROJECTED FINANCIAL IMPACT (2021)	ACTUAL FINANCIAL IMPACT (estimated, rounded)	FREE RIDES TAKEN	ANALYSIS PERIOD
Fare Revenue loss	\$390,000	\$127,000		
<ul style="list-style-type: none"> Free Monthly Pass for families of low-income students 	\$250,000	\$9,000	8,633	Dec 2021 – Oct 2022 ¹
<ul style="list-style-type: none"> Free Fare for Senior/ADA 	\$104,000	\$100,000	163,946	Oct 2021 – Mar 2022
<ul style="list-style-type: none"> Free Youth Summer Rides 	\$36,000	\$18,000	41,756	Jun 2022 – Aug 2022
Other Costs	\$23,000	\$13,000		
<ul style="list-style-type: none"> Staff Time 	\$12,000	\$10,000		
<ul style="list-style-type: none"> Marketing and Direct Costs 	\$11,000	\$3,000		
TOTAL	\$413,000	\$140,000	214,335	

¹ The free monthly passes were all distributed in December 2021 and January 2022. The passes do not expire and may continue to be used. However, the analysis in this report ends on October 31st, 2022. As of that date, only 45% of passes had been activated, but monthly activations were low (less than 10 new passes being activated per month) and trending downward.

Overall, the FY 2022 and early FY 2023 fare promotions had a larger equity impact than ridership impact, though the precise impact of specific promotions is hard to isolate given the ongoing ridership growth coming out of COVID. Overall, the promotions were relatively low cost except for senior/ADA promotion and staff time required for low-income monthly pass promotion.

NEXT STEPS: Based on the outcomes of these promotions, staff are pursuing the following actions:

- Offer free rides for youth again during summer 2023
- Conduct a comprehensive fare evaluation in 2023 in anticipation of Clipper 2.0
- Continue exploration of the following:
 - How to best promote existing programs that offer discounted fares to vulnerable populations (senior, ADA, youth, low-income)
 - Ways to partner with CBOs and HSAs to promote existing fare programs
 - Best options for low-income fare promotions that require less staff time; survey riders to understand benefits and how to structure
 - How to refine and improve Marin Access 2.0 program offerings

FISCAL/STAFFING IMPACT: Approval of the youth free fare program for 2023 is estimated to decrease fixed route fare revenue by \$20,000-\$30,000. If approved, the fare revenue in the upcoming FY2023/24 annual budget will be adjusted accordingly. The evaluation and continued exploration of new programs will be done by District staff and as new programs are developed they will be brought to the Board for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cath', with a long horizontal flourish extending to the right.

Cathleen Sullivan, Director of Planning

Attachment: Free Fare Promotion Evaluation Presentation



Marin Transit Free Fare Promotions Evaluation

FY 2022-2023

Item 8

- **Peer Agency Fare Free Programs:** None to minimal direct impact on overall ridership, worsened service quality and rider experience
- **CBO and HSA Interviews:** Prefer free fare for those who need it most over a systemwide free fare for all riders, emphasized need for more education on existing fare discount programs.
- **Rider Survey:** Low awareness of existing fare discount programs. 80% indicate that fares are not a barrier to riding.
- **Take-aways:**
 - More education to raise awareness of existing fare options
 - Target discounts to those who need it most
 - Partner with CBOs

Everyone

- Discounts on passes – offers approx. 30% discount to frequent riders
- 10% Clipper discount

Senior/ADA

- 50% discount on cash fares and passes
- \$3 flat fare on Connect

Youth

- 50% discount on cash fares

Low-income

- Adults: 50% discount off the cash fare (Clipper START)
- Youth: Free Youth Pass
- Seniors/ADA: Low-income Fare Assistance (LIFA) + Free local bus pass

Other: Homeward Bound Tickets and Bulk Discount Programs

Background: Fare Promotions (approved Aug 2021)

65



FARE ASSISTANCE PROGRAMS		DURATION	PROGRAM GOAL	ADMIN & DISTRIBUTION
	Free fares for Seniors/ADA	6- month Pilot Oct 2021-Mar 2022	Post Pandemic Relief, Promote Return to Transit, Alleviate cost burdens for low-income Seniors/ADA	Proof of age or disability
	Free Monthly Pass for family of low-income students or those who qualify for free Youth Pass	One-time offer of 3 free monthly passes	Post Pandemic Relief, Promote Return to Transit and Monthly Pass Usage	Opt-in through the Youth Pass application process
	Free Youth Summer Pass	9-week promotional campaign	Promote Transit usage during low-ridership season	Proof of age or student ID

October 2021 – March 2022

FREE FIXED ROUTE RIDES FOR SENIORS AND ADA RIDERS



FARE PROMOTIONS
starting in October!



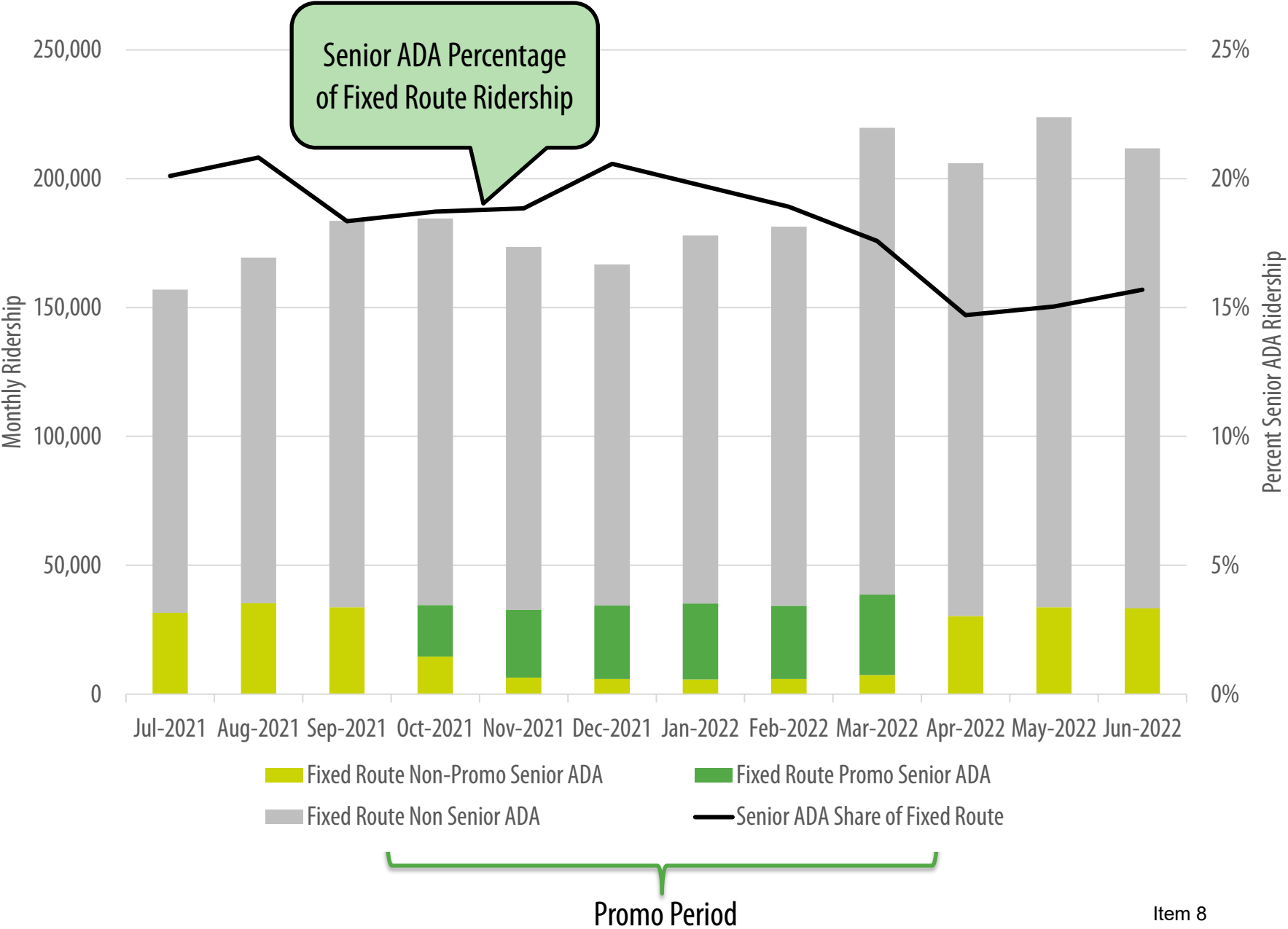
**Free Rides for Seniors (65+)
& People with disabilities**
Oct 2021- Mar 2022

Riders must have proof of age or disability that include a valid Medicare Card, DMV ID card/license, RTC Card, valid LIFA bus pass or ID card for seniors or persons with disabilities from another California transit service.

This offering is not valid on Paratransit, Catch-A-Ride, Dial-A-Ride, Connect, Muir Woods Shuttle and Golden Gate Transit routes.

- From October 2021 – March 2022, seniors and ADA riders could ride **free** on Marin Transit fixed-route service
 - Drivers were expected to check IDs to verify age of seniors
 - Promotion did not apply to Muir Woods or Demand Response services
- Factors that may have influenced the promotion:
 - General seasonal trend toward lower ridership in the winter
 - The omicron surge from December 2021 through February 2022

Total Fixed-Route Ridership FY22



- Estimated Staff Time: Minimal
- Approximate Promotional Materials Cost: \$1,500
- Estimated Lost Fare Revenue: \$100,000
- **Total Estimated Cost: \$101,500**

- **Ridership:** 163,946 free rides taken
- Senior & ADA fixed-route ridership does not appear to have increased due to the promotion
- Definitive results are difficult to estimate due to external factors
- **Operational Impact:** None
- **Rider Feedback:** General support from senior/ADA advisory committees, positive feedback from riders

- Staff does not recommend repeating this promotion or instituting it as a permanent program
- Staff is currently considering other programs to improve services to seniors and ADA riders
- The District continues to offer discounts to seniors and ADA riders on fixed-route services in addition to Marin Access programs
 - 50% discount on cash fares, Clipper, and passes
 - Free fixed-route rides for Low Income Fare Assistance (LIFA) riders

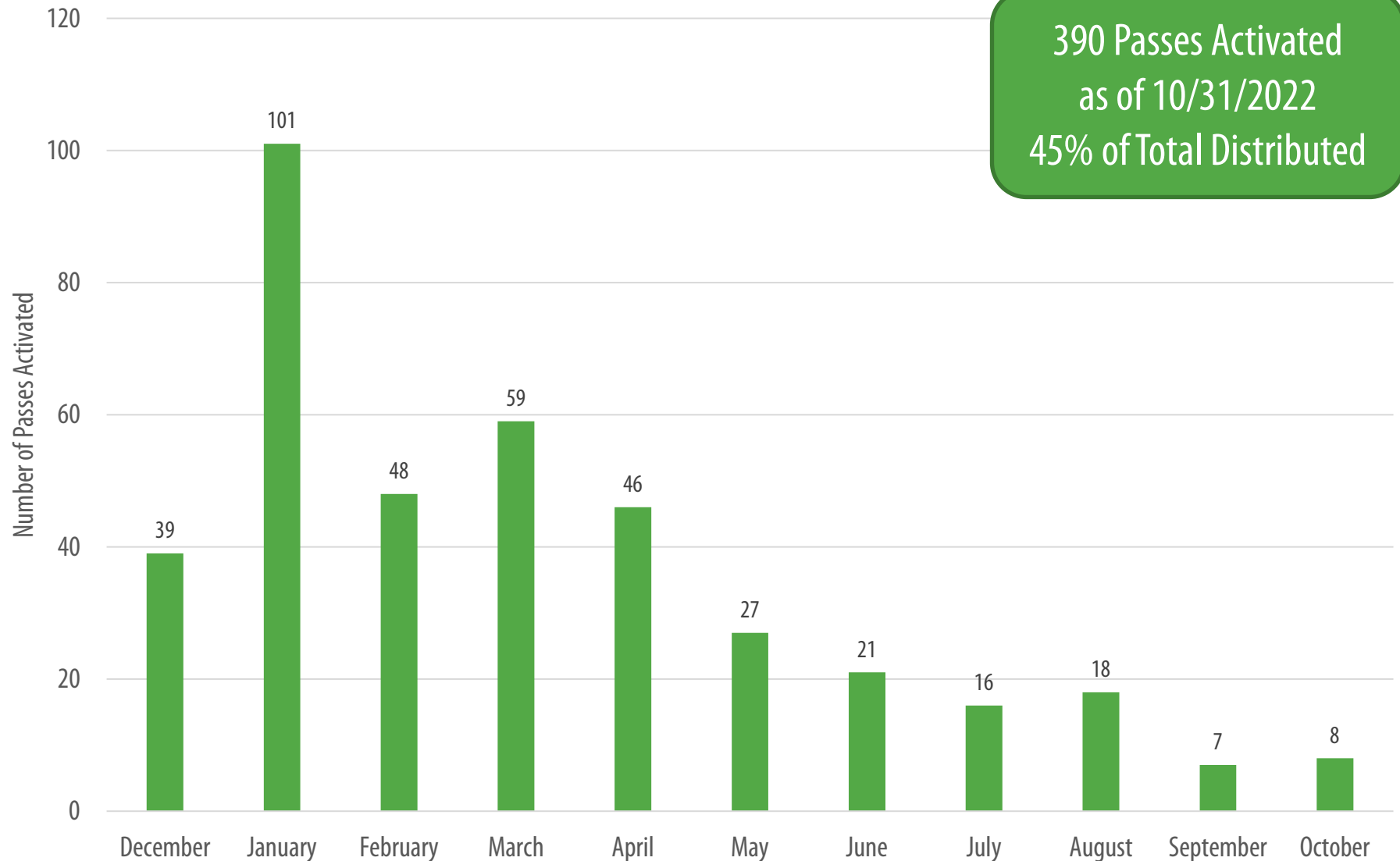
Distributed in December 2021 and January 2022

MONTHLY PASSES FOR FAMILIES OF LOW-INCOME STUDENTS



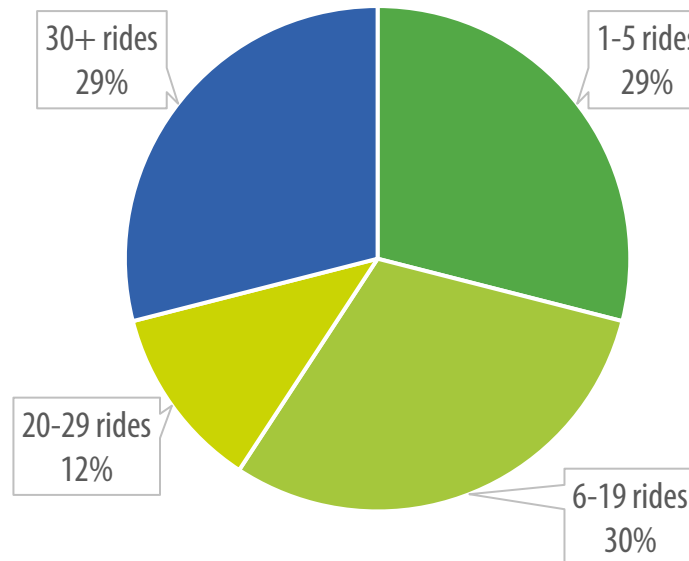
- In Fall 2021, families participating in the free youth pass program could opt in for the promotion
 - Roughly 1,000 families participate in youth pass program Countywide
 - 292 families (~30%) opted in
- 3 monthly passes were distributed to each family
 - 876 passes were distributed in total
 - Families of students enrolled in 19 schools in Marin County participated
- Passes were distributed in December 2021 and January 2022
- Passes do not expire, and may continue to be used
 - The analysis in this presentation ends on October 31, 2022

Pass Activations by Month

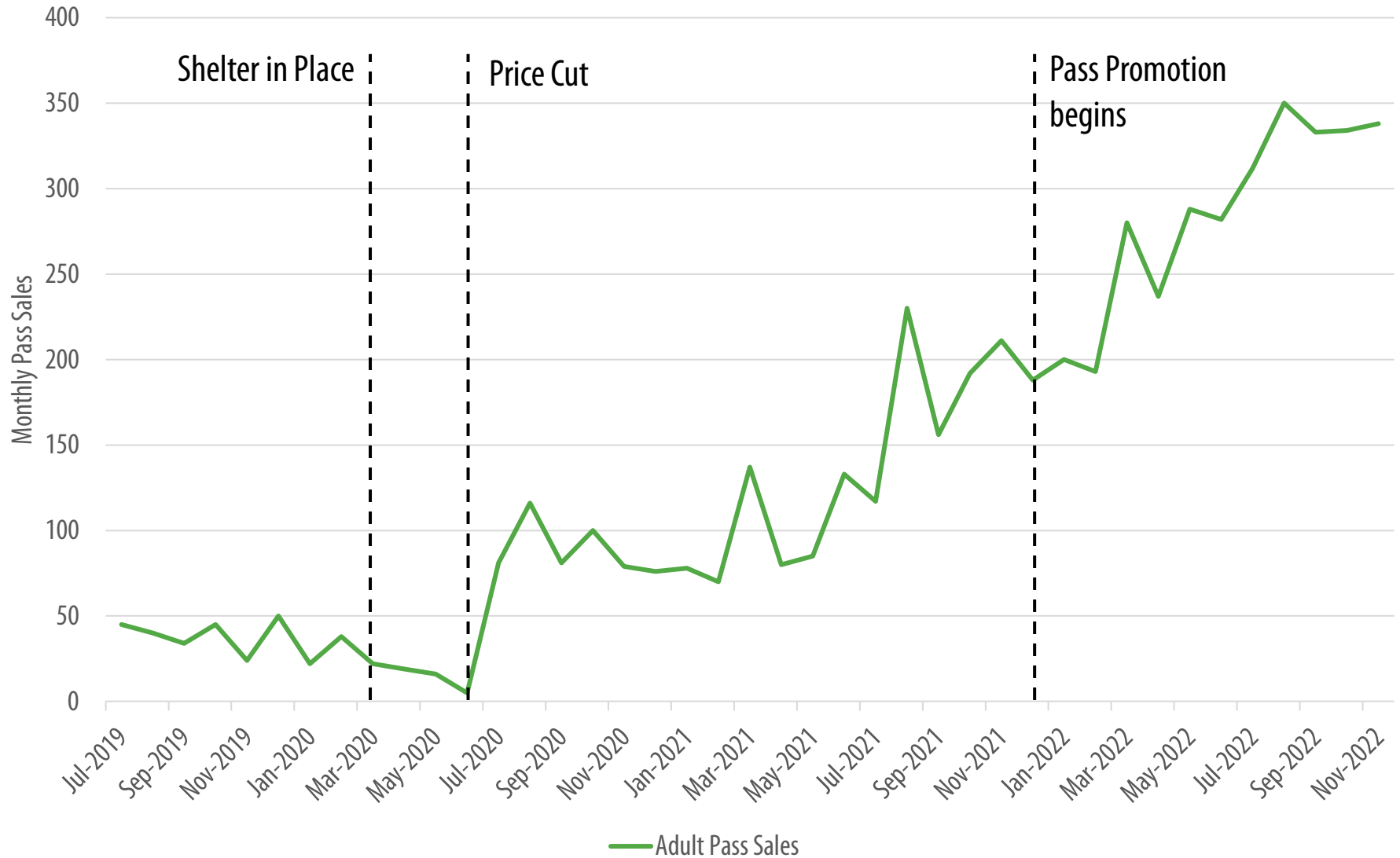


- Average # rides per pass: 22

Number of rides	Percent of passes	Likely type of user
1-5	29%	New or infrequent rider trying out service
6-19	30%	Existing rider trying out more service
20-29	12%	Regular rider trying out pass product
30+	29%	Should be pass user



Monthly Pass Sales



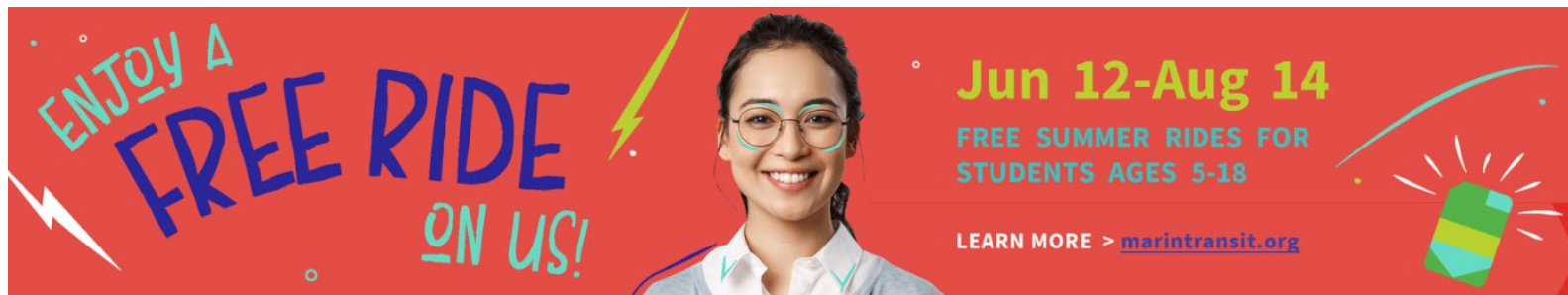
- Estimated Staff Time: ~\$10,000
- Approximate Promotional Materials Cost: Minimal
- Estimated lost fare revenue: \$9,000
- **Total Estimated Cost: \$19,000**

- **Ridership:** 8,633 free rides taken as of October 31st, 2022
 - Passes do not expire, ridership may continue
- 390 passes activated (45% of total distributed) as of 10/31/22
 - 57% of families activated at least one pass
- Program likely increased ridership, though numbers are small
 - Pass user rides accounted for <1% of total fixed-route ridership during peak usage months (January – April 2022)
 - Program may have attracted new long-term riders and increased sale of monthly passes
- Program had equity benefit: Low-income families saved money and/or had increased mobility
- **Operational Impact:** None
- **Rider Feedback:** Riders appreciated the help getting to work

- Staff is exploring options for doing a similar promotion again
 - Considering conducting a survey of eligible and participating families
 - Cost to Marin Transit minimal except for staff time
 - Staff will explore ways to streamline program administration to reduce the burden on staff time
- The District continues to offer discounted fares to low-income adults through the Clipper START program
 - A similar promotion would be a tool to encourage Clipper adoption

June – August 2022

FREE SUMMER YOUTH FARES

A promotional banner for Marin Transit's Free Summer Youth Fares. The banner has a red background. On the left, the text "ENJOY A FREE RIDE ON US!" is written in a playful, hand-drawn style with "FREE RIDE" in large blue letters and "ON US!" in smaller green letters. A yellow lightning bolt graphic is next to the text. In the center is a portrait of a smiling young woman with dark hair and glasses. To the right of the portrait, the dates "Jun 12-Aug 14" are written in large yellow letters, followed by "FREE SUMMER RIDES FOR STUDENTS AGES 5-18" in smaller blue letters. Below this, it says "LEARN MORE > marintransit.org". On the far right, there is a graphic of a green and yellow striped ticket or card with motion lines around it.

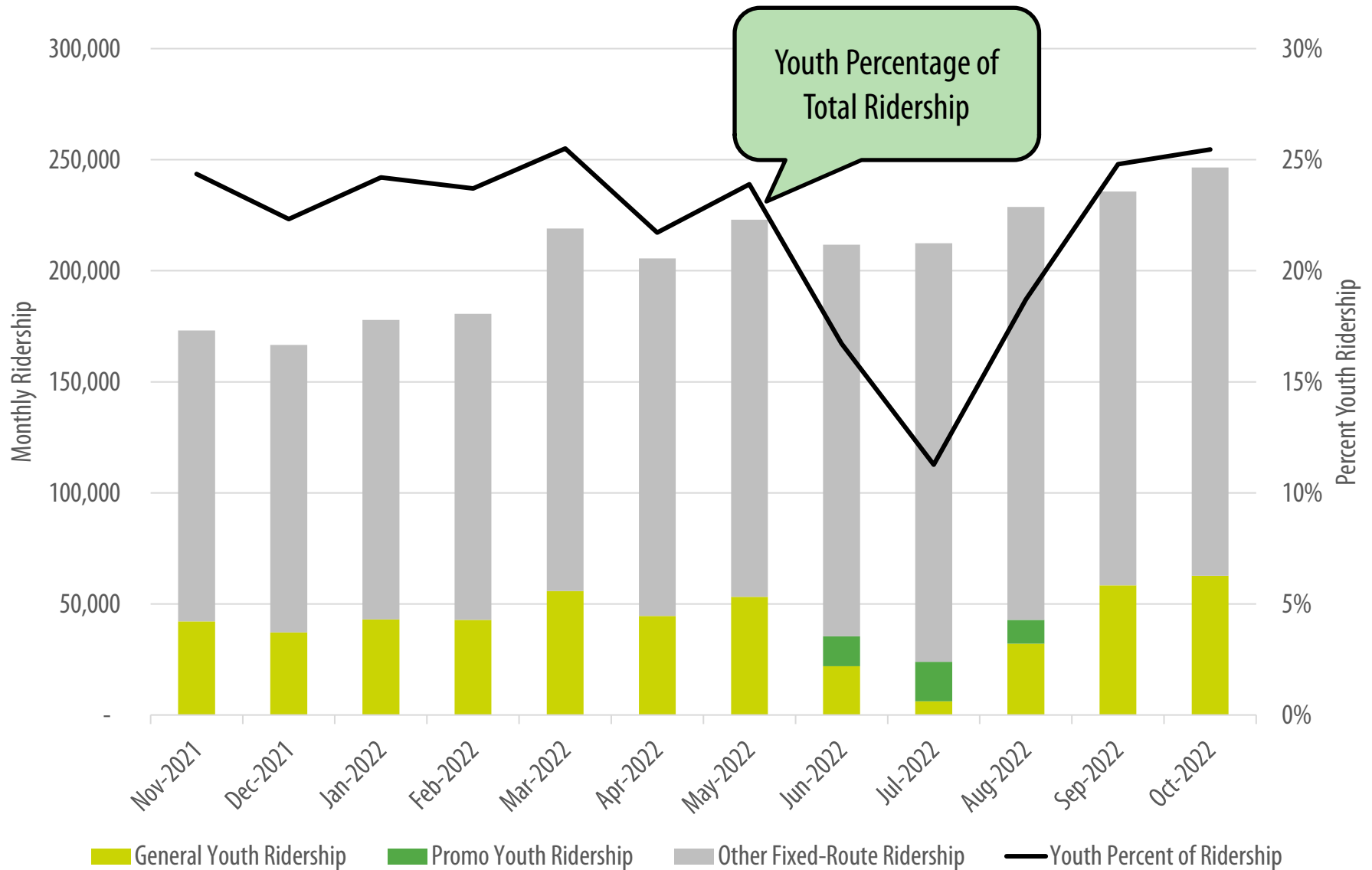
ENJOY A
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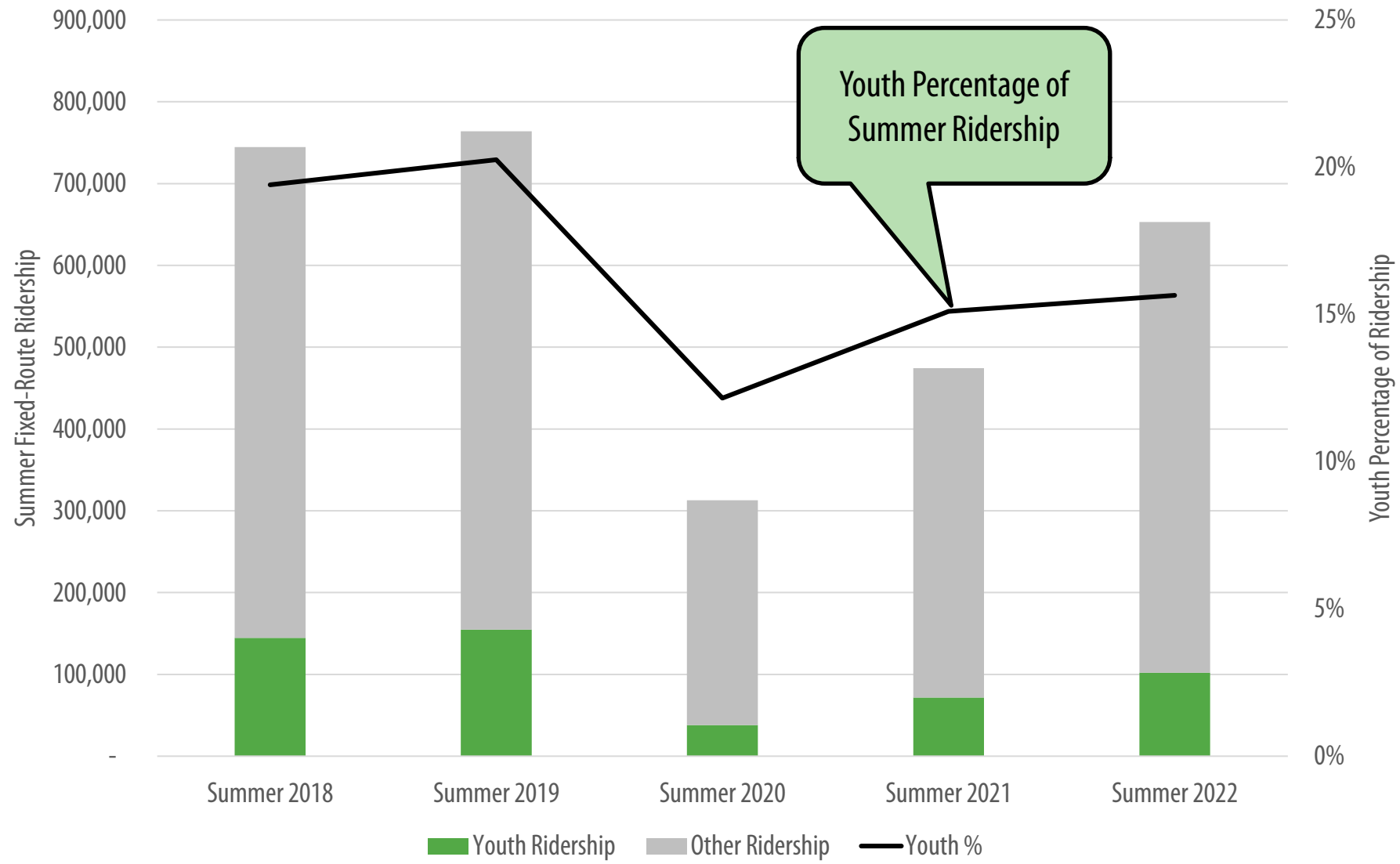
LEARN MORE > marintransit.org

- In summer of 2022, youth could ride Marin Transit fixed-route services for free
 - This applied to anyone age 6-18 (5 and under always ride free)
 - The promotion ran from June 12th through August 14th
- Youth ridership is always lower in the summer; staff wanted to see if this would encourage higher youth ridership during summer
- Factors that may have influenced the promotion:
 - Recovery from COVID ongoing

Fixed-Route Ridership 2022 YTD

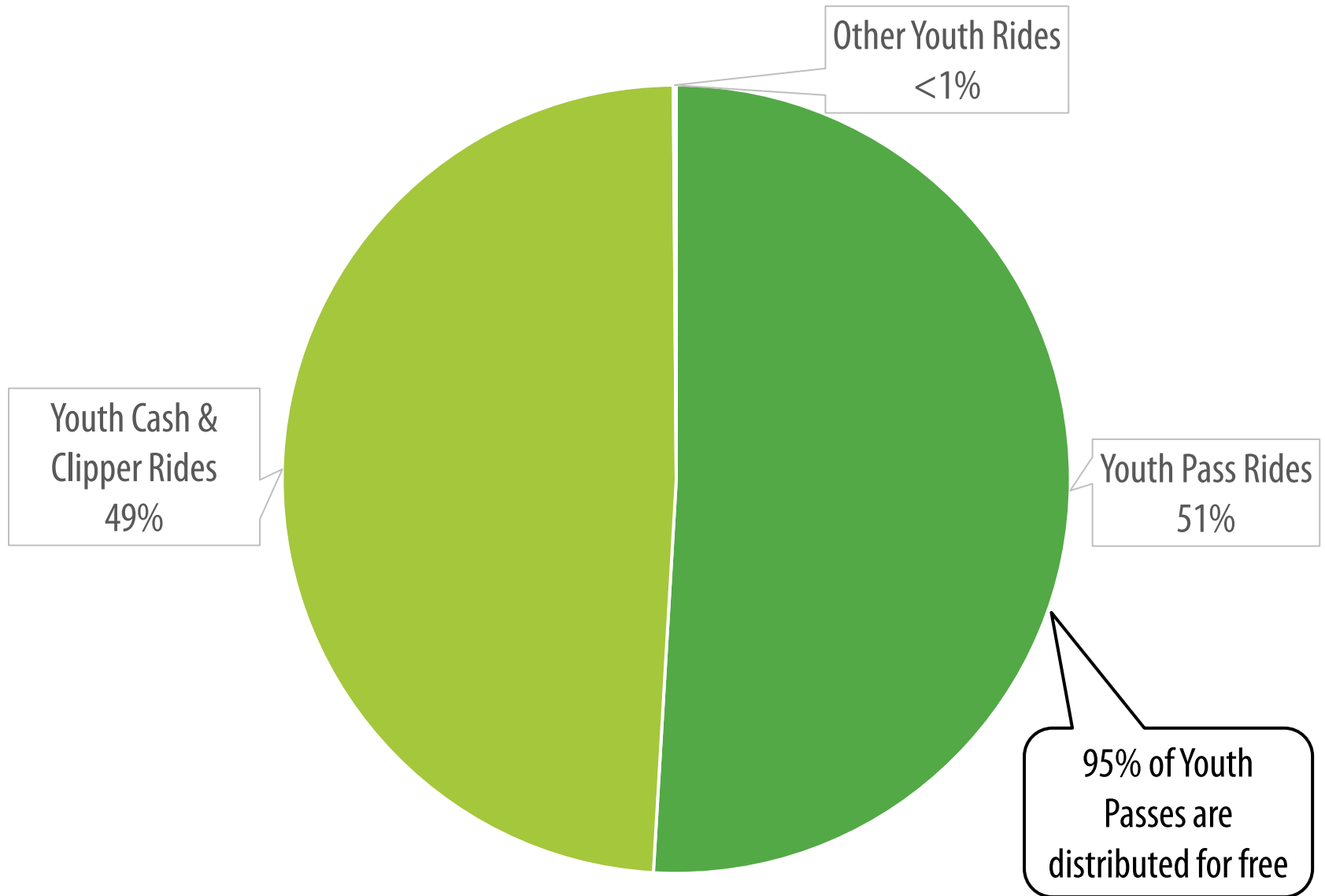


Year Over Year Summer Ridership



FY 2022 Youth Rides by Fare Type

84



- Estimated Staff Time: Minimal
- Approximate Promotional Materials Cost: \$1,500
- Estimated lost fare revenue: \$18,000
- **Total Estimated Cost: \$19,500**

- **Ridership:** 41,756 free rides taken
- Summer youth ridership does not appear to have been impacted by the promotion
 - Youth ridership grew in Summer 2022 relative to the previous year, but at roughly the same rate as fixed-route ridership during that period
- **Operational Impact:** None
- **Rider Feedback:** Positive feedback from riders

- This program **did not** have a significant operational or cost impact, and could be repeated
 - The promo was done in the summer because of service capacity
- The District continues to offer several youth discounts:
 - 50% discount on cash fares, Clipper, and day passes
 - The Marin Youth Flash Pass offers a discounted annual pass product, which is available for free to low-income families

- The FY 2022 and early FY 2023 fare promotions had a larger equity impact than ridership impact
- Ridership growth has been ongoing since COVID, making it hard to isolate the precise impact of specific promotions
- Promotions were relatively low cost except for senior/ADA promotion and staff time required for low-income monthly pass promotion

- Offer free rides for youth again during summer 2023
- Conduct comprehensive fare evaluation in 2023 in anticipation of Clipper 2.0
- Continue exploration of the following:
 - How to best promote existing programs that offer discounted fares to vulnerable populations (senior, ADA, youth, low-income)
 - Ways to partner with CBOs and HSAs to promote existing fare programs
 - Best options for low-income fare promotions that require less staff time; survey riders to understand benefits and how to structure
 - How to refine and improve Marin Access 2.0 program offerings

Cathleen Sullivan

Director of Planning

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January 9, 2023

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

SUBJECT: Fixed Route Operations Update

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: Receive an update from staff on current fixed route services; discuss challenges and next steps.

SUMMARY: The following letter and attached presentation highlight current and emerging operational challenges associated with the fixed route transit service offered by Marin Transit. Staff is proposing a series of actions to mitigate the impacts of these challenges to ensure service continues to be reliable and available in near-term and long-term future.

BACKGROUND: Nearly three years after the onset of the COVID pandemic, Marin Transit has seen a strong restoration of ridership on its fixed route services. October ridership this year was 90% of 2019 (pre-COVID) levels. Staff has closely monitored ridership and adjusted service accordingly over the past three years to encourage ongoing use of local transit here in Marin.

While ridership and service levels are approaching historic levels, operational challenges have emerged, or returned, that could negatively impact future service if not addressed in the near-term. These include; growing traffic congestion, driver and staffing shortages, and lack of a District-owned operations and maintenance facility. These challenges directly impact the reliability and quality of transit service for the rider. The contractor-related issues (staff shortage and lack of maintenance facility) are especially concerning as contracts covering more than two-thirds of the fixed route service are set to expire at the end of June 2023.

Staff have identified actions that can be taken directly by the District to address these challenges and areas that need to be coordinated with our contractors to address these challenges. Direct actions include (1) adjusting service, routing and schedules, to better accommodate driver needs, (2) working on contract amendments to increase driver/staff pay, (3) continuing to improve District-owned facilities, (4) continuing to pursue a dedicated operations and maintenance facility, and (5) exploring contracting options to sustain service beyond June 2023.

Service Adjustments. Staff is developing a series of service adjustments for your Board's upcoming consideration. These adjustments are being developed to address increasing traffic congestion, increased missed service, and changes to the regional transit network. The ultimate goals of the changes are to improve service reliability by adjusting runtimes and ensure operators have adequate layover time and, to the extent feasible, to provide supportive facilities at the layover locations. Staff plan to bring a proposal to your Board in the coming months, including conducting outreach to riders and analyzing any potential impacts of the changes to minority or low-wage riders. The target date for implementation of these changes is June 2023.

Contract Amendments. Over the past year, staff have worked with our current and new contractors to either amend or award contracts that allow for an increase in driver and staff wages. Wages and cost of living is at the forefront of all discussions with our contracts and remains a high priority for recruiting and retaining staff. Unprecedented inflation rates have challenged our ability to keep up with market conditions and new employee compensation discussions are likely needed to keep pace with workforce expectations. Future amendments and contract awards will be presented for your Board's approval.

Improvements to District-Owned Facilities. Marin Transit has had limited success in acquiring property to support its contracted operations. Two locations (3000/3010/3020 Kerner Blvd in San Rafael and 600 Rush Landing in Novato) have been purchased since 2018 and provided to support our contracted operations. Ongoing improvements are being done to both facilities to support our contractors and our operations. In addition to the recent electric bus chargers installed at Rush Landing, work will soon be underway to add new fencing and lighting to the bus parking area. At Kerner, design work is underway to create a new vehicle parking area.

Acquisition of an Operations and Maintenance Facility. Your General Manager has been working diligently alongside an ad hoc committee of your Board for over five years to identify and acquire an operations and maintenance facility to support our local fixed route operation. The current labor market and contracting environment has further elevated this need in order to attract prospective bidders to the service. The District recently surveyed potential bidders of service to identify if they would be interested in current or upcoming contracting work with Marin Transit and they cited the lack of a facility as the number one reason for not pursuing this work.

Explore Contracting Options for Fixed Route Service. Contracts for nearly two-thirds of all the District's fixed route service are set to expire on June 30, 2023. The current labor market, coupled with the lack of a dedicated operations and maintenance facility is expected to limit competition for this work. The last time the District issued a competitive procurement for this work (2017), the market was healthy and only the incumbent contractors bid on the work. Staff issued a request for proposal for the Muir Woods Shuttle service in November of 2022 and are monitoring the response from potential bidders to identify if labor and facility challenges will continue to impact competition and the quality of bids. Based on this experience, staff will develop options for the remaining fixed route service in the coming months.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Betts'.

Robert Betts, Director of Operations & Service Development

Attachment: Fixed Route Operations Update Presentation



Fixed Route Operations Update

January 9, 2023

- Post Pandemic Conditions
 - Ridership
 - Service
- Current and Upcoming Operational Needs/Challenges
 - Traffic
 - Service Contracts
 - Facility
 - Staffing/Drivers
- Service Planning
 - Service Change (June 2023)
 - Future Efforts

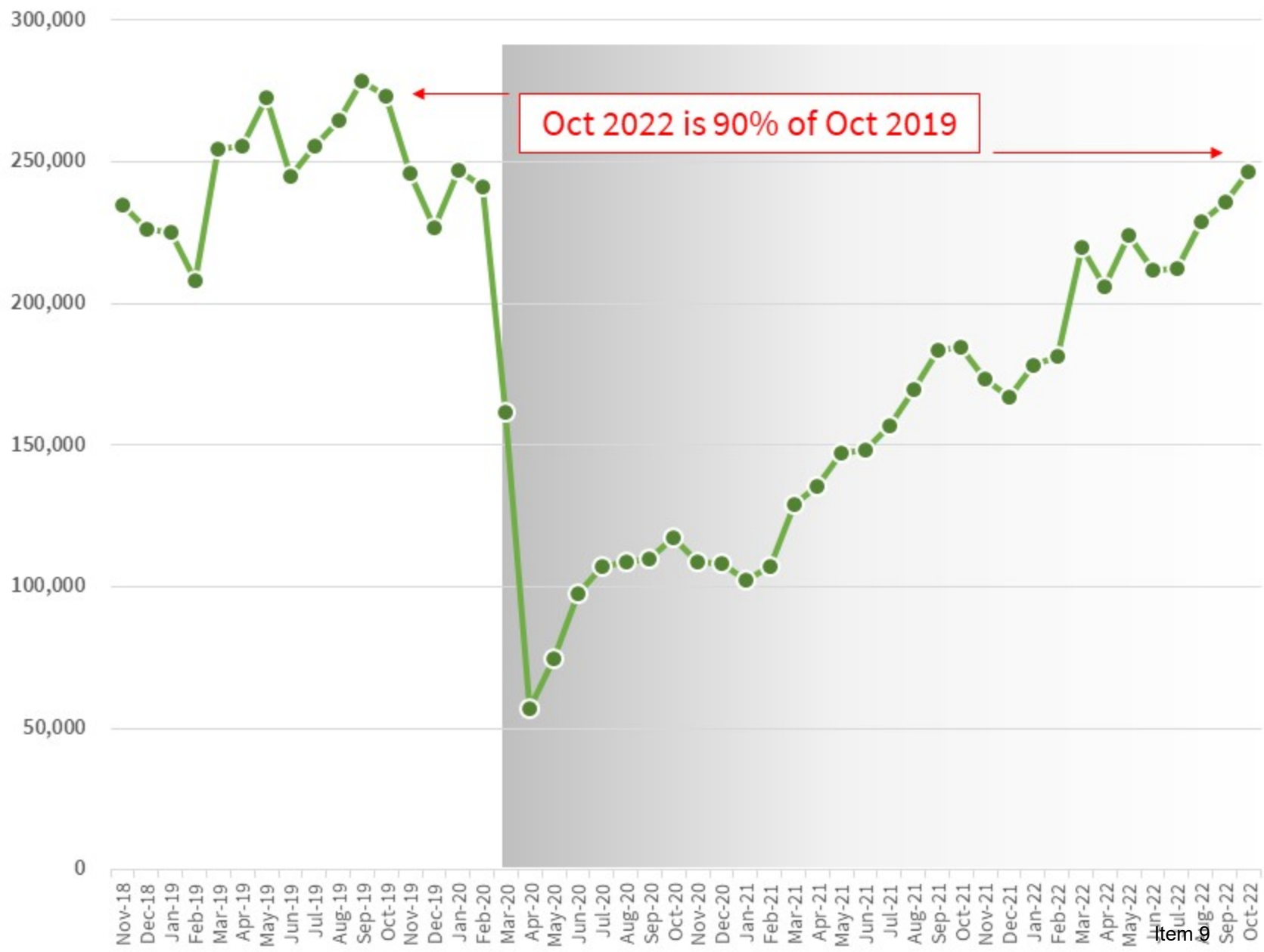


Monthly Fixed Route Ridership

96

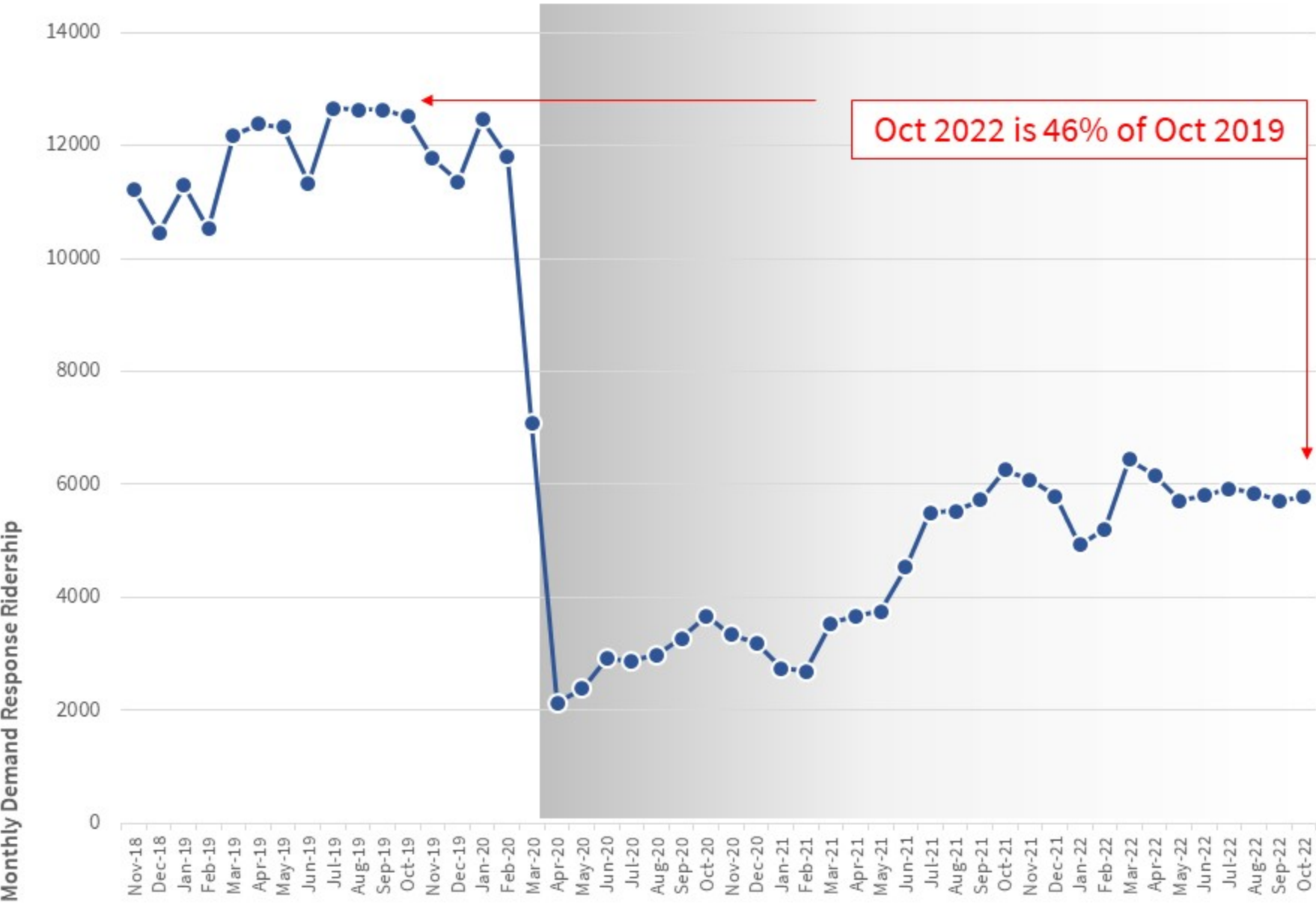


Monthly Fixed Route Ridership



Item 9

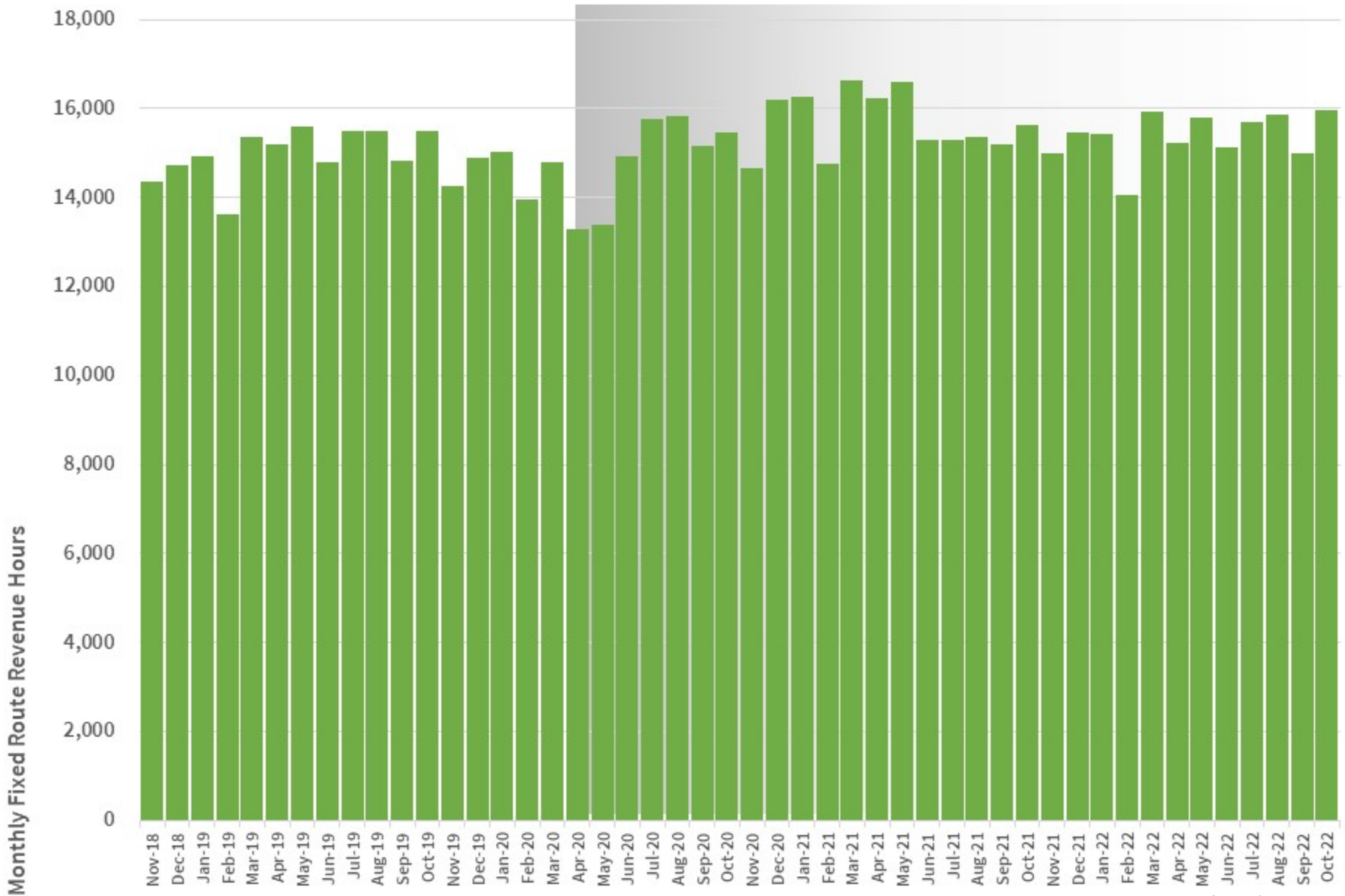
Monthly Demand Response Ridership



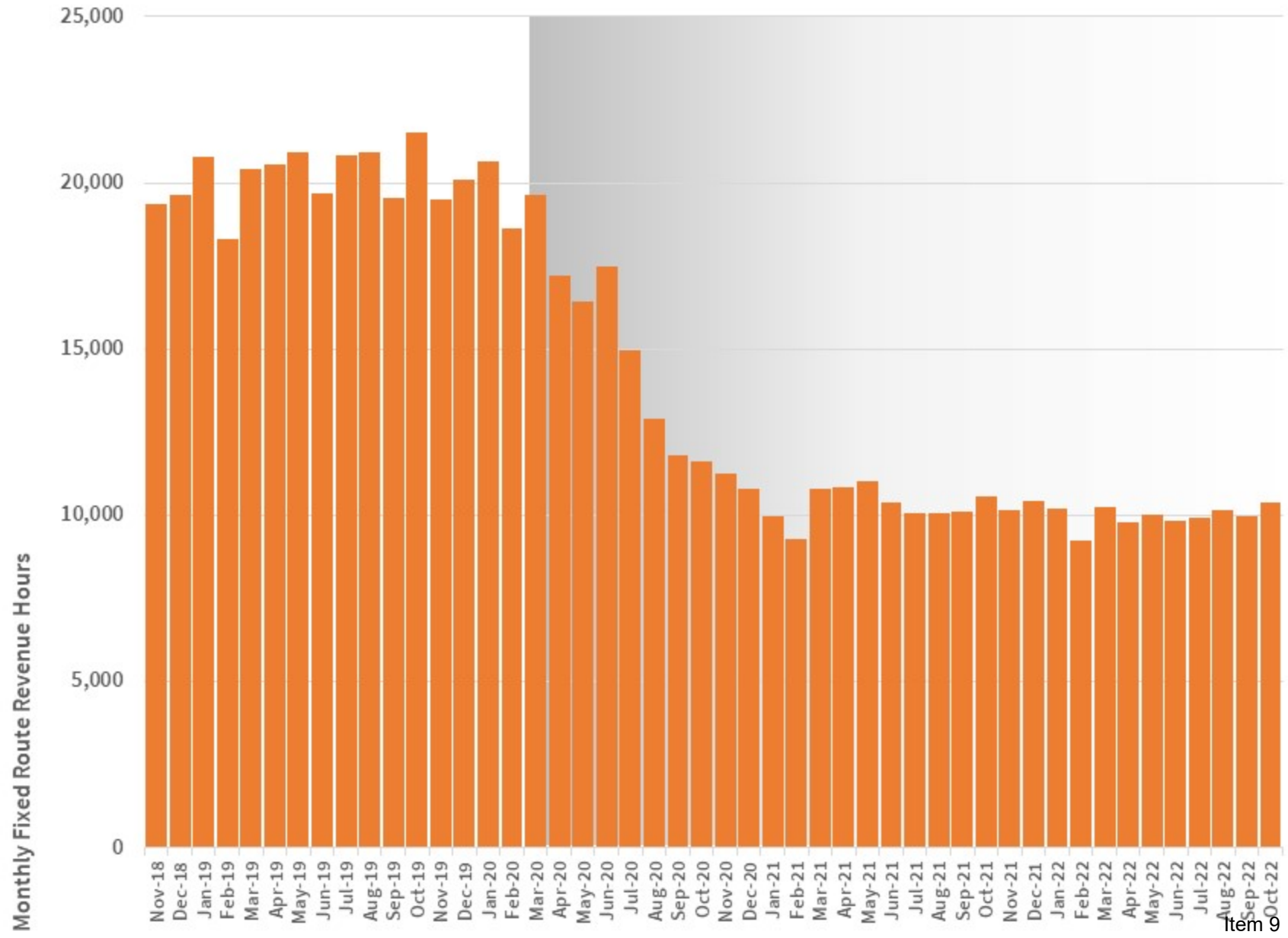
- Ridership returns are much higher than most in Bay Area
- Core markets never stopped riding + early return of schools
- Muir Woods and Schools ridership are still well below pre-COVID levels
- No significant change by time of day; day of week



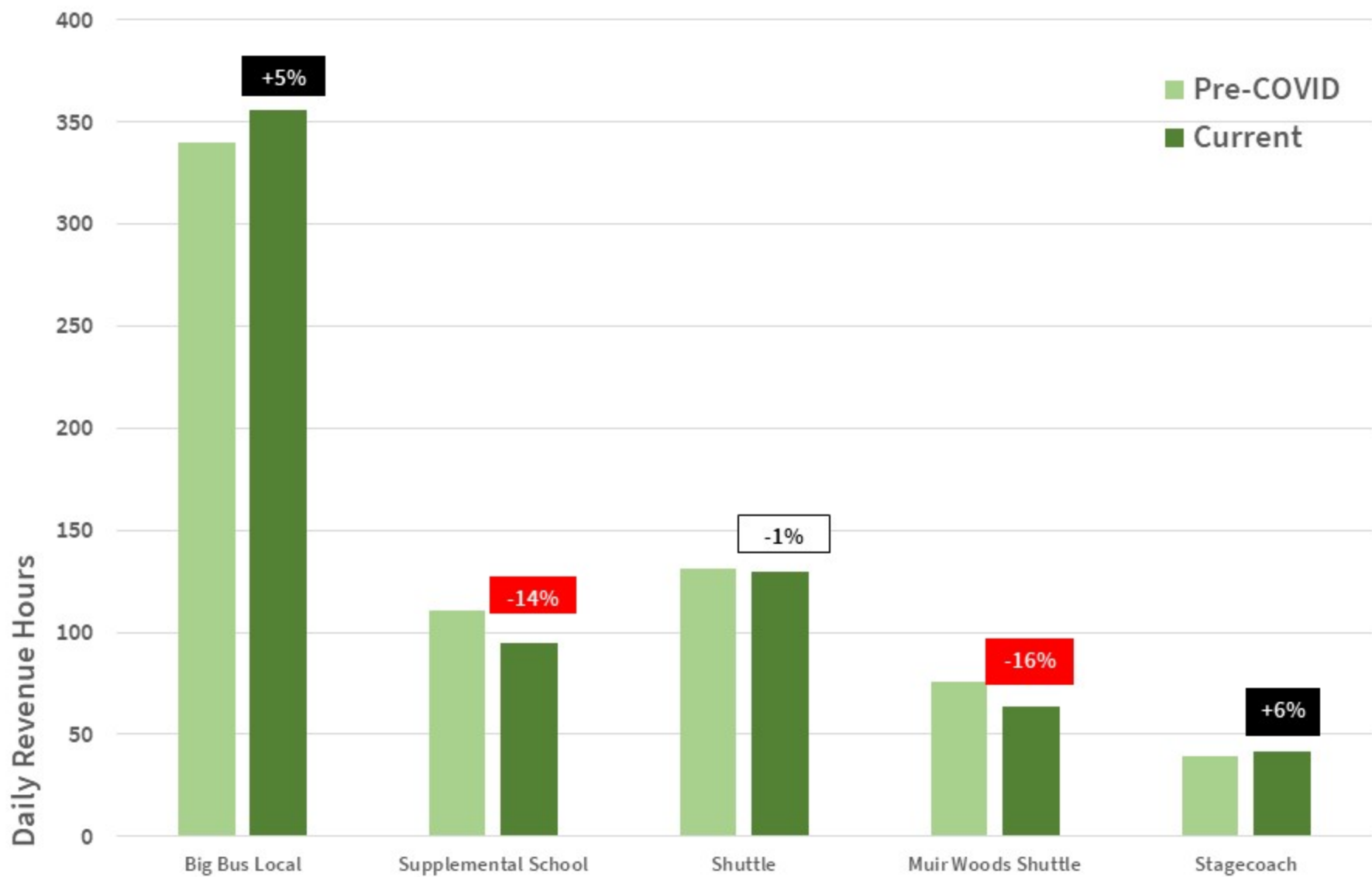
Fixed Route Service Level Trend



Golden Gate Regional Bus Service Level Trend



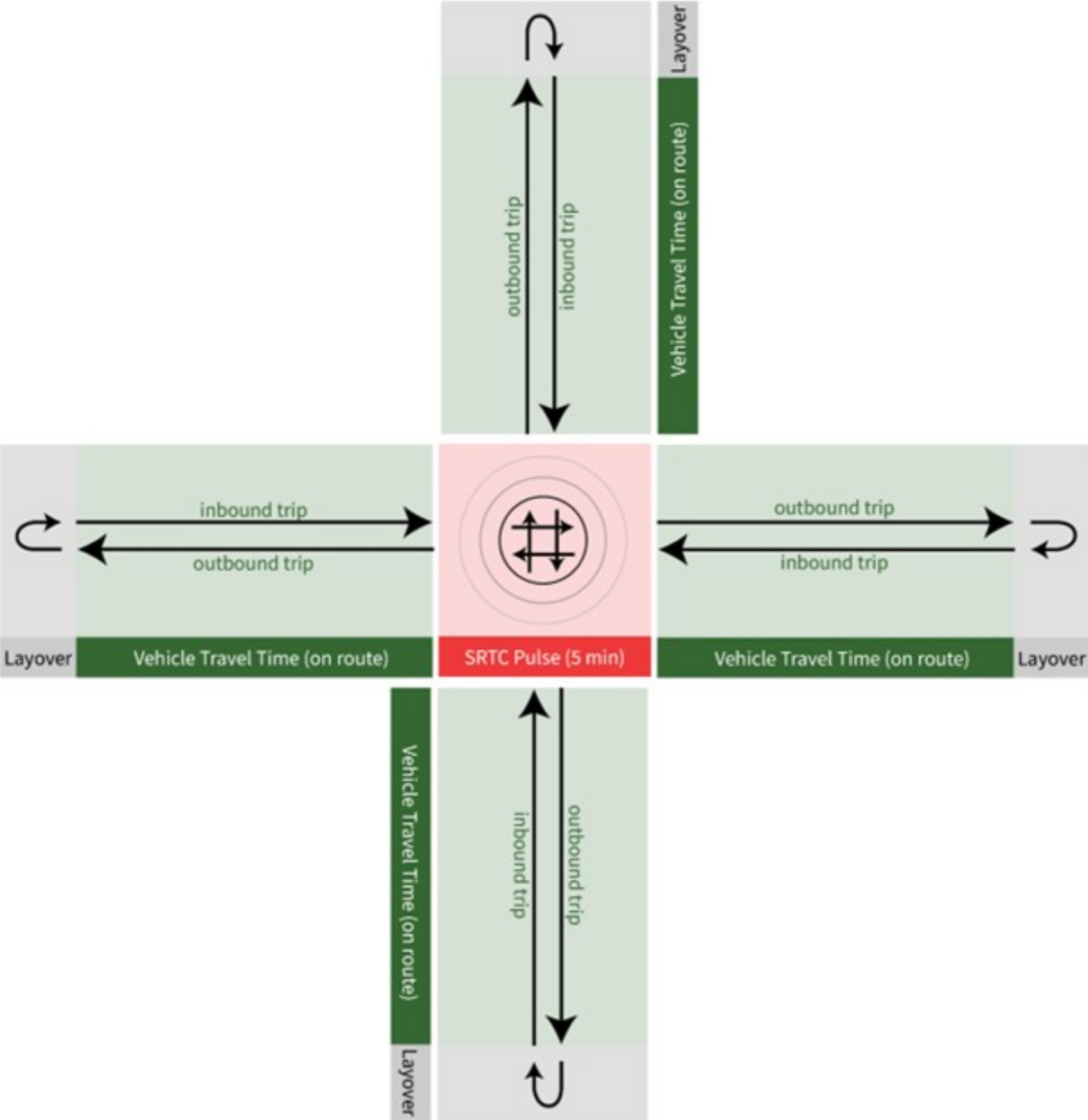
Planned Daily Fixed Route Revenue Hours* (by Program)



*Hours shown are weekday for all programs except Muir Woods Shuttle which shows weekend. Item 9 8

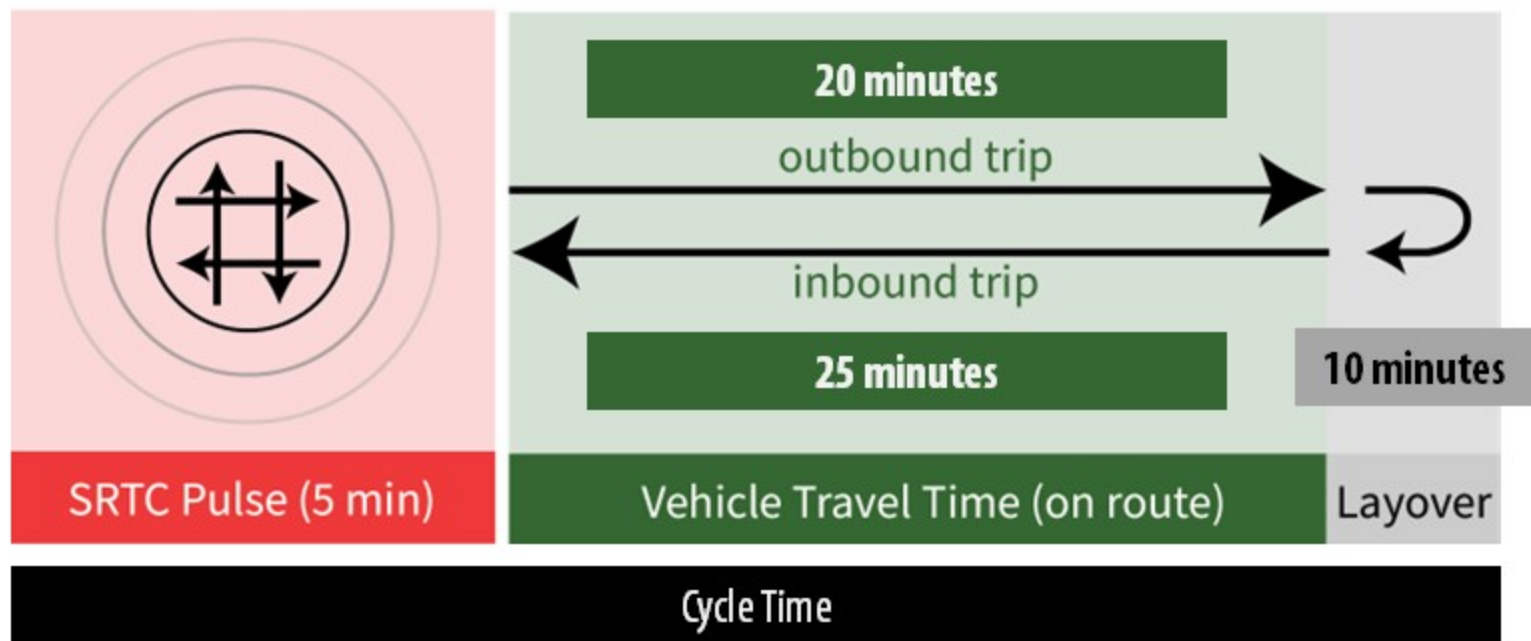
- March 2020-December 2020
 - Significant decrease in roadway volume and reduced congestion
 - Improved on-time performance
- September 2020 – June 2021
 - Route runtime changes to adapt to new traffic conditions
 - Reduced congestion allowed service expansion without added costs
- May 2021 – current
 - Traffic volumes have returned to pre-COVID levels
 - Slowly adding back in time to fixed route schedules
 - Consistent decline in on-time performance

Typical Route Operations



Typical Route Operations (example)

104



Outbound + Layover + Inbound + Pulse = Cycle Time

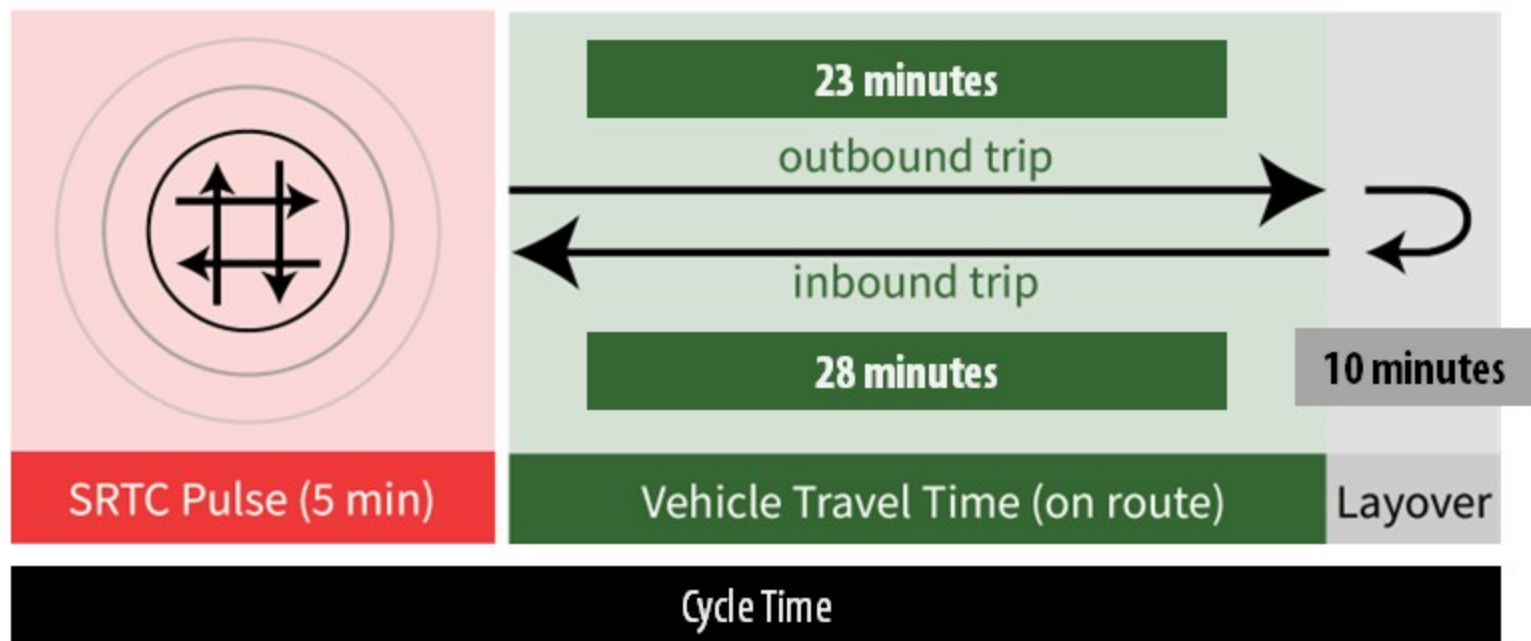
$$20 \text{ min} + 10 \text{ min} + 25 \text{ min} + 5 \text{ min} = 60 \text{ minutes}$$

Cycle Time \div Frequency = # Buses

$$60 \text{ minutes} \div 60 \text{ minutes} = 1 \text{ Bus}$$

Typical Route Operations – Impact of Traffic (option 1)

105



Outbound + Layover + Inbound + Pulse = Cycle Time

$$\underline{23 \text{ min}} + 10 \text{ min} + \underline{28 \text{ min}} + 5 \text{ min} = 66 \text{ minutes}$$

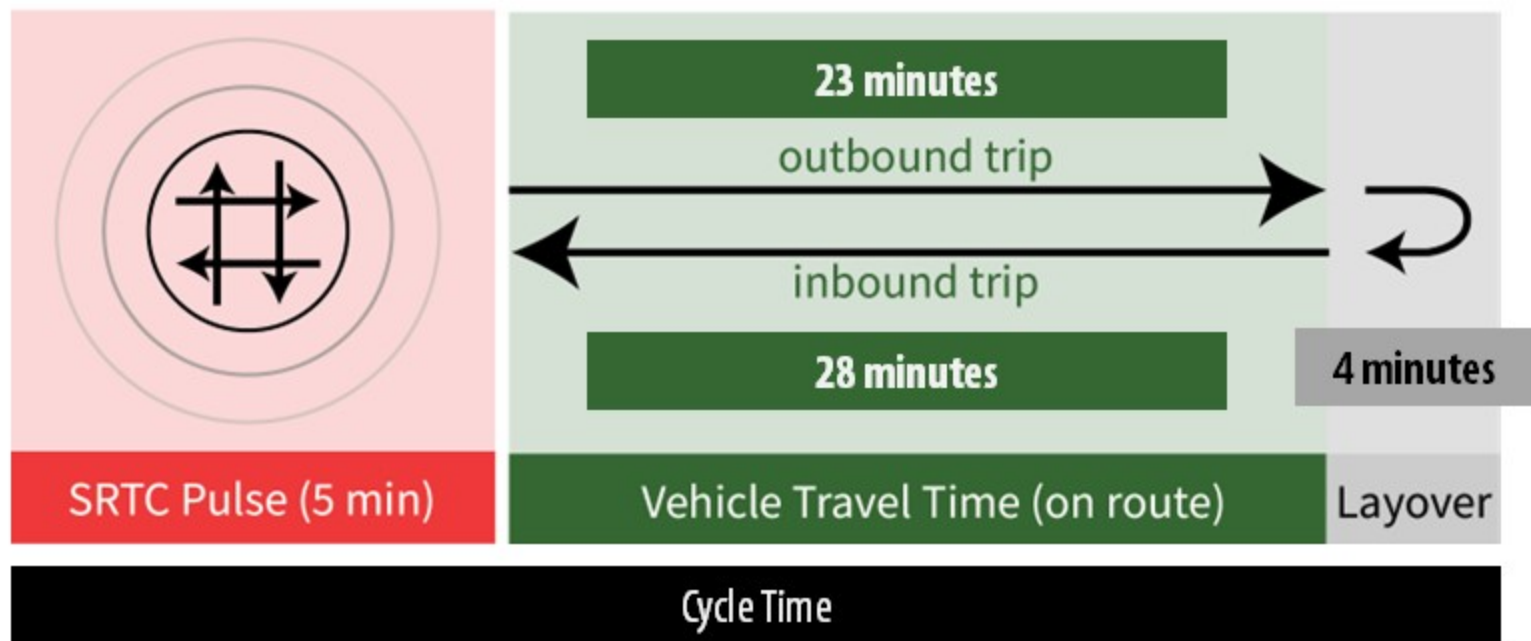
Cycle Time \div Frequency = # Buses

$$66 \text{ minutes} \div 60 \text{ minutes} = 1.1 \text{ or } \mathbf{2 \text{ Buses}}$$

Add a Bus

Typical Route Operations – Impact of Traffic (option 2)

106



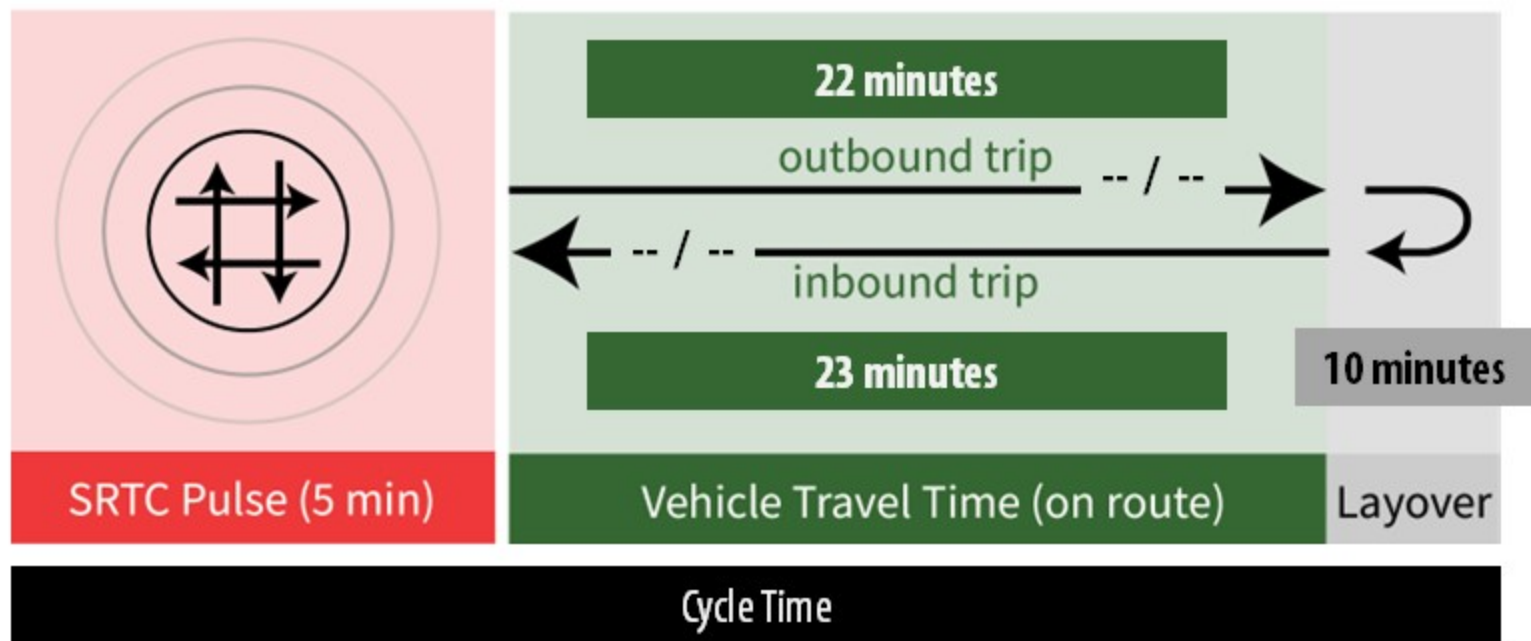
Outbound + Layover + Inbound + Pulse = Cycle Time

23 min + 4 min + 28 min + 5 min = 60 minutes

Cycle Time ÷ Frequency = # Buses

60 minutes ÷ 60 minutes = 1 Bus

Typical Route Operations – Impact of Traffic (option 3)



Route Change

Outbound + Layover + Inbound + Pulse = Cycle Time

$$\underline{22 \text{ min}} + 10 \text{ min} + \underline{23 \text{ min}} + 5 \text{ min} = 60 \text{ minutes}$$

Cycle Time \div Frequency = # Buses

$$60 \text{ minutes} \div 60 \text{ minutes} = 1 \text{ Bus}$$

- **Service Contracts**

- Local Service - Golden Gate (ends 6/30/26 with option years)
- Demand Response Service (ends 6/30/25 with option years)
- Rural & Seasonal Contract (ends 6/30/23)
 - Muir Woods Shuttle currently out to bid
- Local Service –Marin Airporter (ends 6/30/23)
- Yellow Bus (ends 6/30/23)

- **Facility Progress**

- 3000 Kerner Blvd. San Rafael
 - New Marin Access Operations & Maintenance Facility
- 600 Rush Landing, Novato
 - Parking only for a portion of local service
 - New electric vehicle charging installed 2022
 - Fencing/lighting upgrades in 2023

- **Ongoing Facility Challenges**

- Lack of Operations & Maintenance Facility for Local Service (non-GGT operated)
- Will impact MCTD's ability to attract new contractors

Staffing Challenges Continue

110



September 2022

	Current Count	Target Number Count	Positions Short	% Fully Staffed
Drivers	145	183	38	79%
Support Staff	62.5	66.5	4	94%

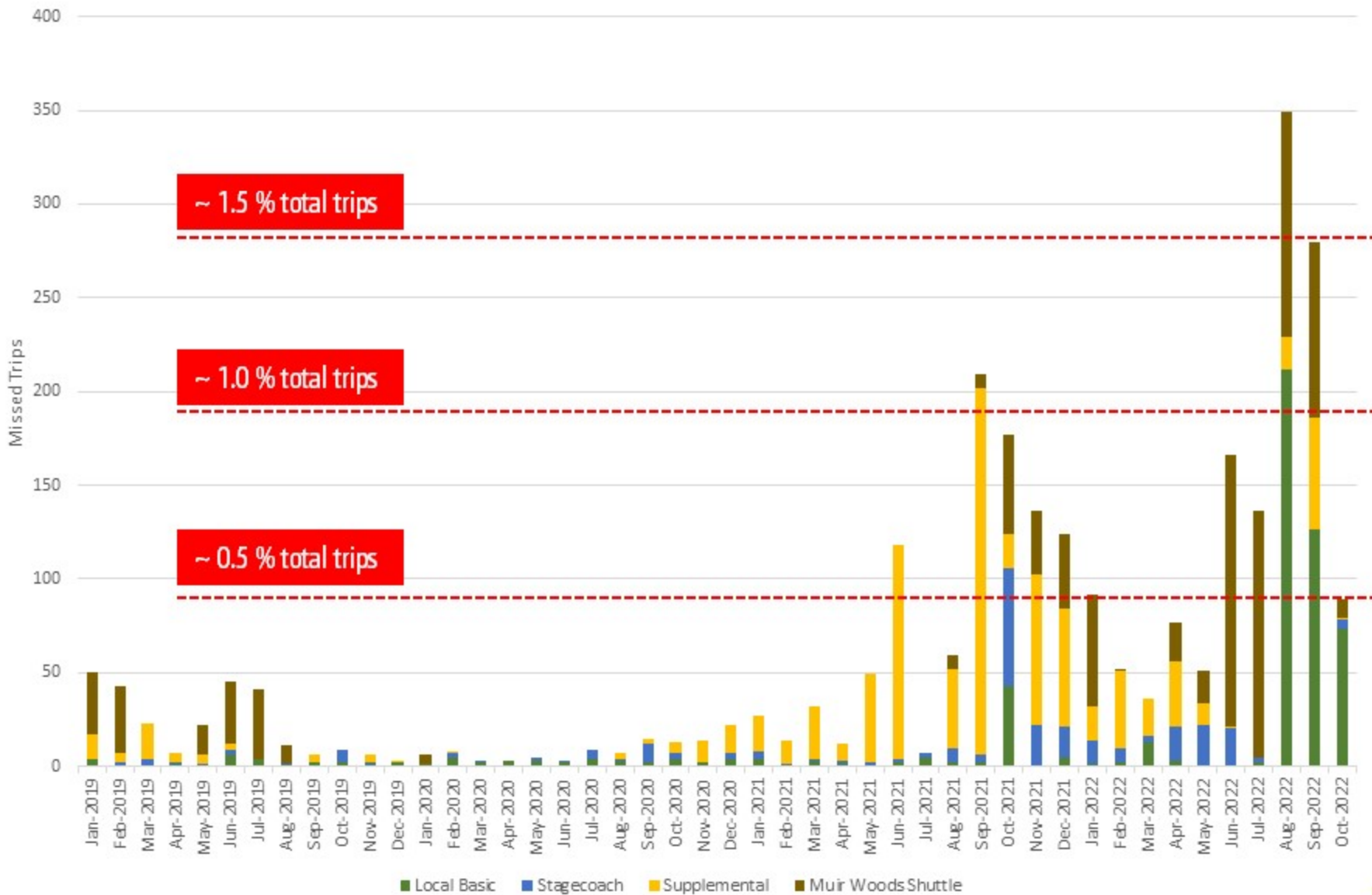
December 2022

	Current Count	Target Number Count	Positions Short	% Fully Staffed
Drivers	151	176	25	86%
Support Staff	57	66	9	86%



Item 9

Missed Trips (January 2019 – October 2022)



- Adjust service (routing and schedules) to increase reliability, improve driver conditions, and coordinate with regional service
 - Target date: June 2023
- Work with current and future service providers to stabilize current operations
 - Address driver wage issues
 - Engage contractors in future service opportunities (RFP / Contract Amendments)
- Improve current District-owned facilities
- Continue to actively pursue a District-owned facility
 - Improve driver conditions
 - Attract competition for service

- Recommended June 2023 Service Change for Board Consideration
 - Address Missed Service
 - Resize and redistribute service to minimize missed trips
 - Provide better service reliability
 - Address Increased Traffic and Improve Driver Conditions thru Scheduling
 - Service reliability
 - Time for driver layover/breaks
 - Provide for amenities at layover locations
 - Incorporate new electric buses into service
 - Improved Coordination with modified Regional Service

- February 6, 2023: Set Public Hearing, Receive Service Change Summary
- Mid January 2023 – March 6, 2023
 - Outreach to Riders
 - Receive Public Comment
- March 6, 2023: Service Change Public Hearing
 - Receive Title VI Analysis
 - Review all Public Comments
 - Adopt Final Changes
- March – June 2023
 - Outreach to Riders
 - Implement Changes

Robert Betts

Director of Operations & Service Development

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January 9, 2022

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

SUBJECT: Regional Transit Network Management Update

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 an information item.

SUMMARY: In April 2020, the Metropolitan Transportation Commission (MTC) established a Blue Ribbon Transit Recovery Task Force to set a course for public transit's recovery and long-term improvement. The Task Force's work culminated in the Bay Area Transit Transformation Action Plan, focusing on transforming the Bay Area transit network into a "more connected, more efficient, and more user-focused mobility network that attracts many more users." The plan includes 27 actions grouped into five desired outcomes. For example, the Action Plan recommends accelerating the Fare Coordination and Integration Study recommendations to achieve the desired outcome of simpler, consistent, and equitable fare and payment options.

To address the need for Bay Area transit services to be equitably planned and integrally managed as a unified, efficient, and reliable network, the Action Plan recommended completing a business case analysis of potential network management reforms. The focus of the business case evaluation is centered on outlining a preferred regional network management framework to achieve near-term and longer-range transit mobility goals. The project was guided by a Network Management Business Case Advisory Group which convened in 2022.

The Business Case Advisory Group had its final meeting on December 12, 2022 and at that meeting agreed to endorse the Regional Network Management (RNM) proposal presented by MTC staff and consultants. A copy of the December 12, 2022 presentation (without Appendix) and the response letter from the Chair and Vice Chair of the Advisory Group are attached.

The proposed framework calls for a short/near-term organization structure to be put in place and operating within six months (by August 2023). The initial RNM organization will develop and monitor progress on key performance indicators and MTC will evaluate the

RNM two years after it is created. The work of the RNM will support and inform a longer-term RNM framework.

Transit agency discussions of the RNM, its governance and funding have centered on issues related to the authority and powers of the RNM vs. transit agency boards, how the staffing of the RNM will be funded, and how funding of this new initiative relates to the impending fiscal cliff many agencies are facing. Overall, most transit agencies agree that the short/near-term RNM framework helps formalize and give structure to the ad hoc transit operator coordination that existed prior to the pandemic and was enhanced during the pandemic.

Marin Transit staff will present a brief summary of the proposed RNM framework at the January 9, 2023 Board meeting.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,



Nancy Whelan
General Manager

Attachments:

- A. MTC's Regional Network Management presentation to the Business Case Advisory Group, December 12, 2022
- B. Joint Letter from the Chair and Vice Chair of the Network Management Business Case Advisory Group, December 14, 2022

Regional Network Management (RNM)

REFINEMENTS TO RNM AND NEXT STEPS

DECEMBER 12, 2022

1:00 PM

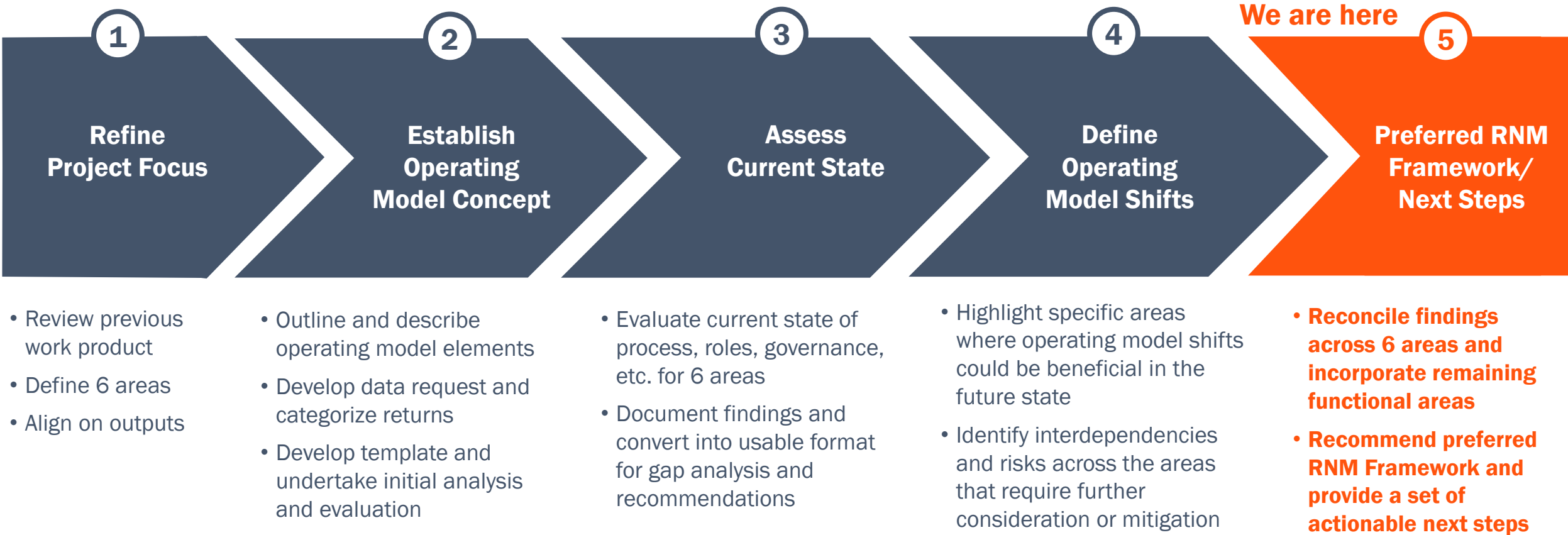
Agenda

- **Welcome & Chair Comments**
Denis Mulligan, Chair (5 min.)
- **Progress Update**
Guy Wilkinson, KPMG (5 min.)
- **Refinements to Short/Near-Term RNM**
Guy Wilkinson, KPMG (20 min.)
- **Draft RNM Charter & Evaluation Framework for RNM Evolution**
Guy Wilkinson, KPMG (10 min.)
- **180-Day Plan for Short/Near-Term RNM**
Guy Wilkinson, KPMG (10 min.)
- **Next Steps**
Guy Wilkinson, KPMG &
Therese McMillan, MTC (10 min.)
- **Public Comment**

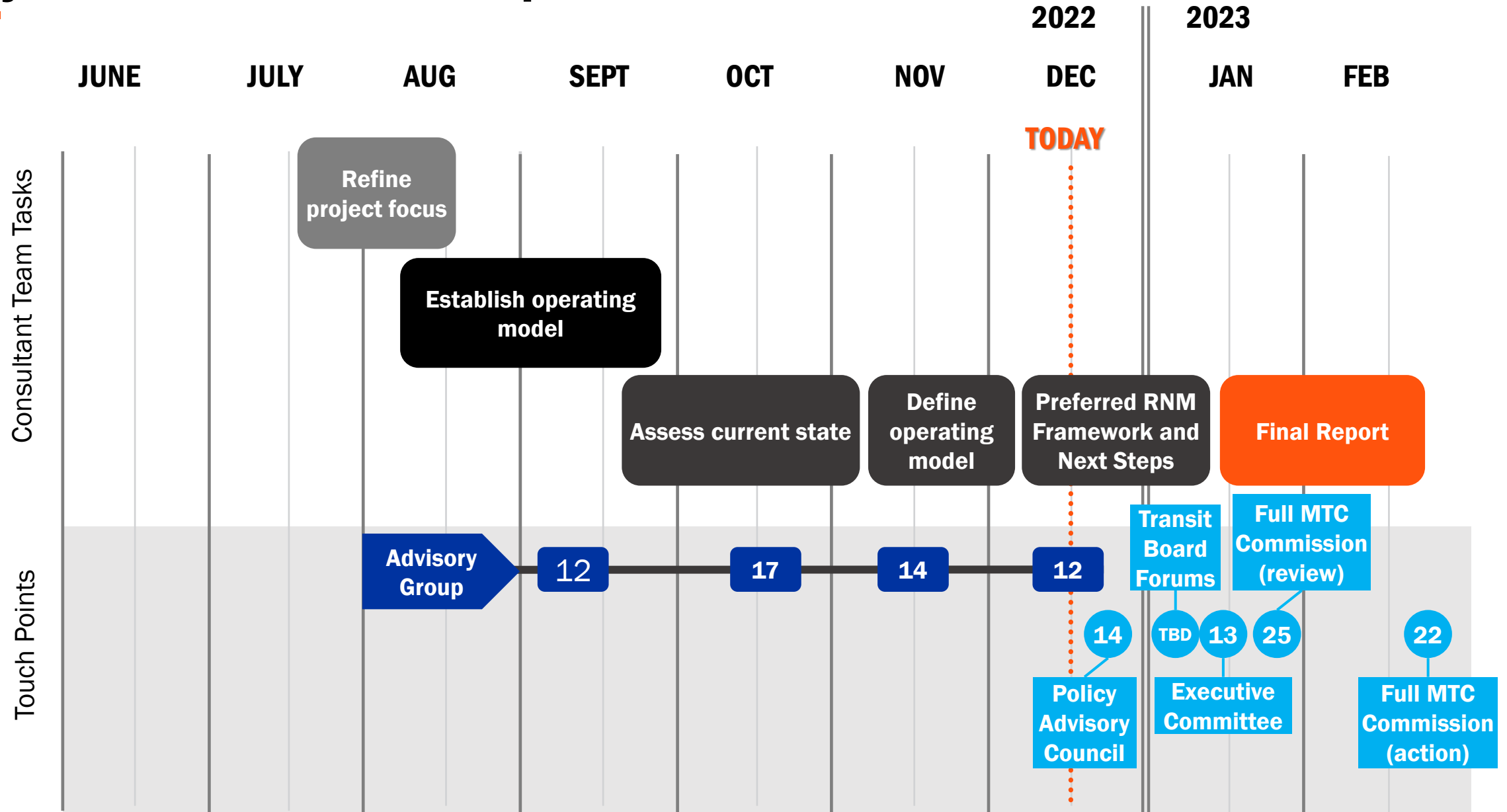


Progress Update

Progress Update



Project Schedule & Touchpoints

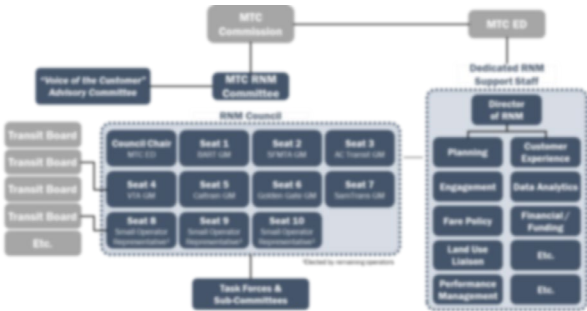


Attachment

Since the November AG Meeting, we have refined the Short/Near-Term RNM after considering your feedback and identified actions needed to stand up the framework¹²³



During the last AG meeting, we presented a preliminary Short/Near-Term RNM Framework along with a concept for how it will evolve over the long term



After considering your feedback, we have refined and/or clarified specific elements of the RNM Framework, which we will present today



Days 0-30 Oct 6 - Nov 6	Days 31-60 Nov 7 - Nov 27	Days 61-100 Nov 28 - Nov 28
<ul style="list-style-type: none">Develop initial budget, determine funding requirements, and identify funding sourcesFinalize RNM CharterEstablish RNM Director Search CommitteeWrite RNM Director job description / requisitionComplete hiring process for RNM DirectorIdentify and acquire RNM office space / IT needsIdentify MTC RNM Committee MembersFurther define and establish the "Voice of the Customer" Advisory Committee	<ul style="list-style-type: none">Write job descriptions / requisitions for any immediate Dedicated Support Staff (Days 2-3 staff)Complete hiring process for any immediate Dedicated Support StaffHold first RNM Council meetingSign on RNM staffSign on immediate action items / priority initiatives for the RNM (e.g., activating transfers, collective bargaining agreements)Establish any immediate Task Forces or Sub-Committees	<ul style="list-style-type: none">Establish RNM reporting process and begin reporting on KPIsHold first MTC RNM Committee meetingDevelop and approve annual RNM budget

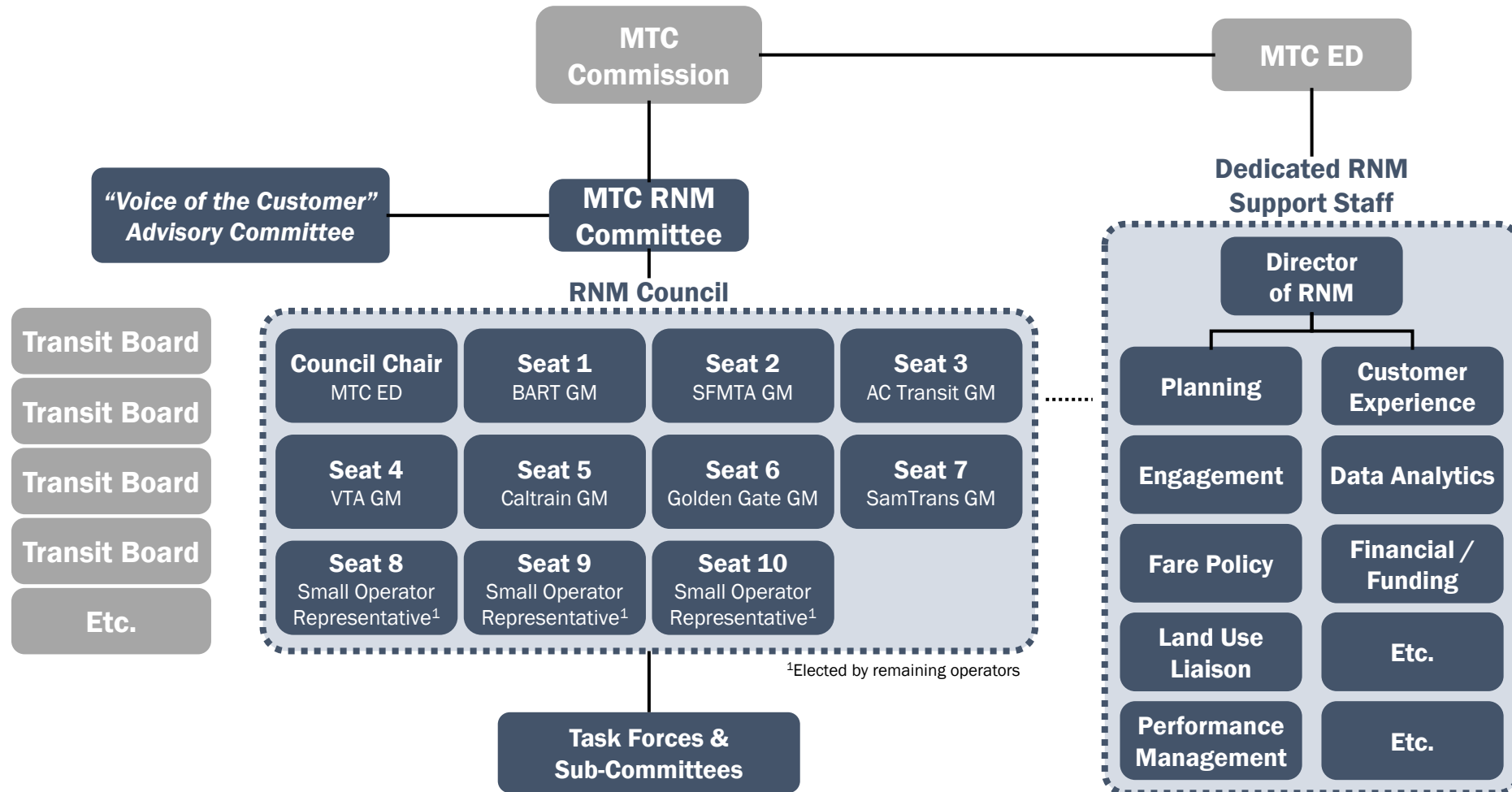
Additionally, we have also identified the actions needed to stand up the Short/Near-Term RNM and have provided some initial ideas for items such as the RNM charter and KPIs which we will also review today

Refinements to Short/Near- Term RNM

Key Refinements to the Short/Near-Term RNM Framework

- 1 **MTC RNM Committee:** Additional detail added to provide clarification on how MTC will interface with the RNM, which includes the MTC Board, the MTC Executive Director, and a new Committee within MTC (note that this committee structure / approach is typical to how MTC does business)
- 2 **“Voice of the Customer” Advisory Committee:** Reporting line moved from RNM Council to MTC, to reflect expectation that the Advisory Committee will present reports to MTC RNM Committee to support informed decision making; additional detailed provided on proposed structure
- 3 **Transit Boards:** Transit Boards added to the graphic to help demonstrate the important role that transit boards will play in approving implementation plans proposed by the RNM for individual Operators
- 4 **Director of RNM:** Title changed from “Director of RNM Operations” to “Director of RNM” to avoid confusion with the typical use of “operations” (i.e., operating a transit system) (*note: Director of RNM will report to MTC Executive Director; however, level of role with MTC is to be determined*)
- 5 **Dedicated Support Staff:** Two additional roles added to support the voice of the customer: (1) Customer Experience and (2) Data Analytics
- 6 **RNM Council:** Name changed from “RNM Executive Board” to “RNM Council” to avoid confusion between other executive boards (e.g., Clipper Executive Board, ABAG Executive Board, MTC Executive Committee)
- 7 **RNM Council Facilitator:** Facilitator role removed as a facilitator is likely not needed, or could be hired on an as-needed basis
- 8 **Long-Term RNM:** Recurring 2-year formal performance review added to help ensure that the RNM continues to evolve over time

Updated Short / Near-Term RNM



✓ Customer Focused:

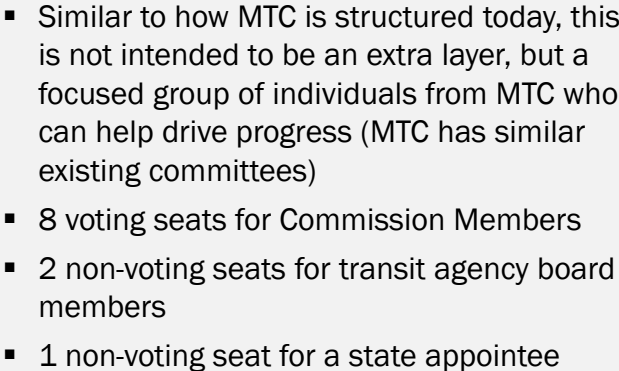
- Enables highly inclusive decision making to bring a broad range of perspectives
- Multiple engagement points for the "Voice of the Customer" to prioritize customers in decision making

✓ Structured for Scale:

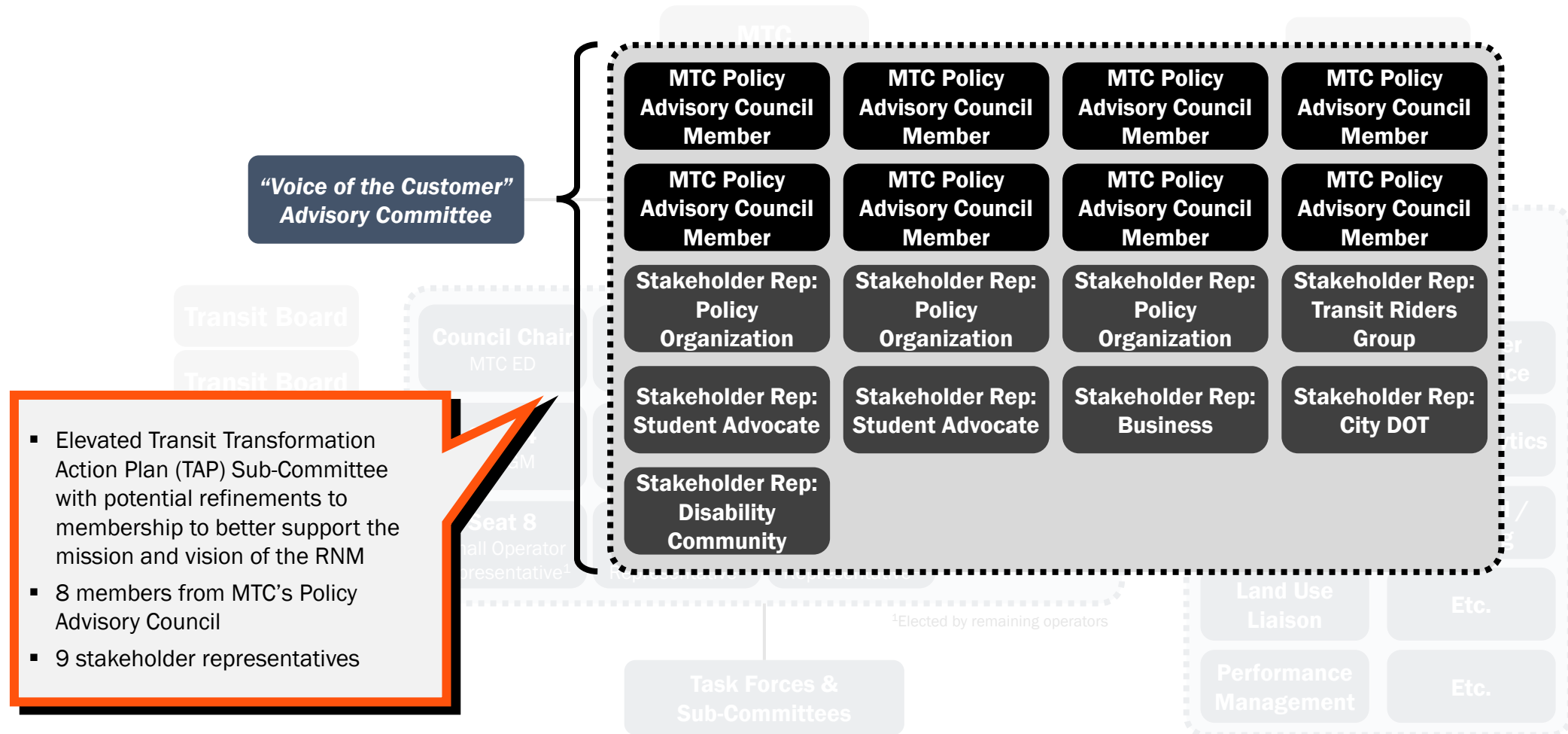
- Task Forces and Sub-Committees can be added or subtracted as additional Functional Areas are added or regional priorities shift
- Team of Dedicated Support Staff can grow over time to provide needed capacity to Operators
- Joint teams, with potential opportunities for seconded staff, enable high quality proposals to reach the Council, driving effective use of GM time

✓ Balances Short-Term Momentum with Long-Term Transformation:

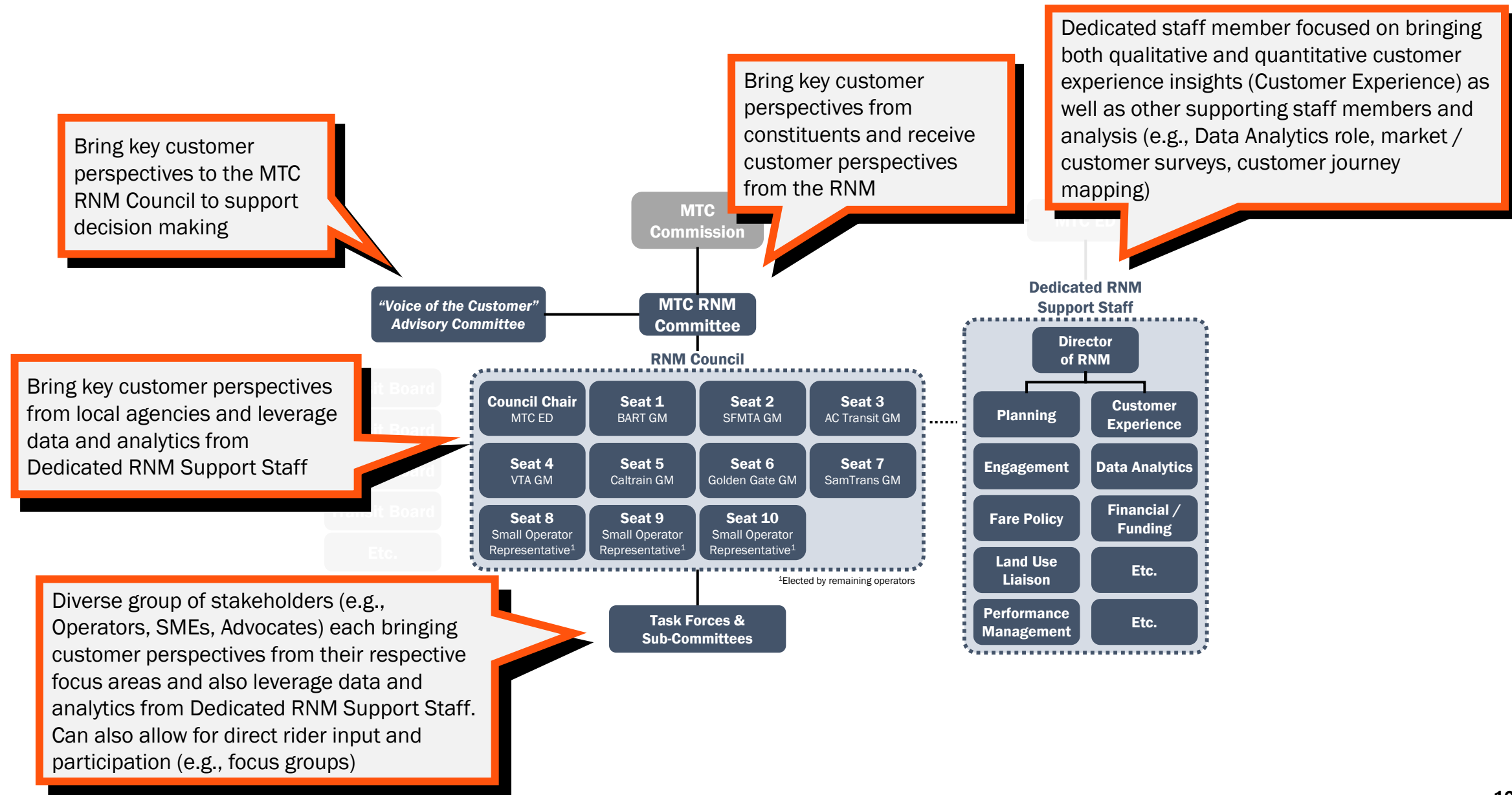
- Allows RNM to be stood up quickly to begin working on priority items, but also allows continuous evolution
- Seeks to drive cost and time effectiveness
- Feasible within current legislative constraints



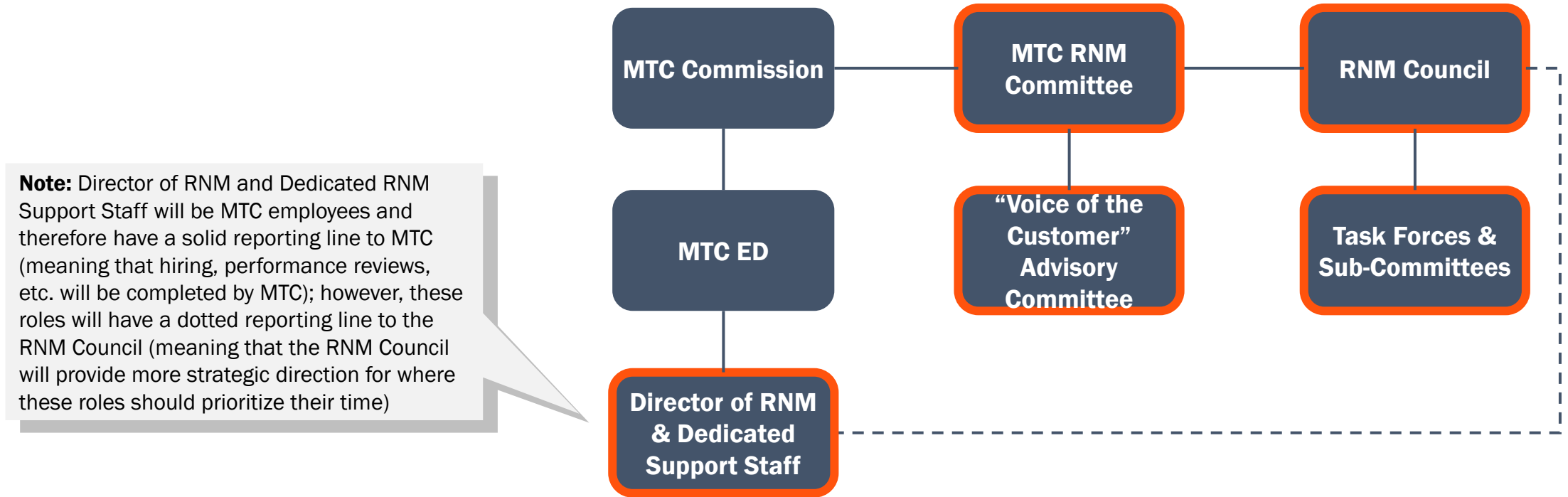
Voice of the Customer Advisory Committee



Engagement Points for the Voice of the Customer



Where the RNM Sits (Short / Near-Term)



Draft RNM Charter and Evaluation Framework for RNM Evolution

Note: Charter is intended to provide a simple view of the RNM mission, vision, and objectives as well as set clear expectations for operations

Draft Charter for Short/Near-Term RNM (Illustrative)

Mission

To drive transformative improvements in the customer experience for regional Bay Area transit

Vision

To advance regional goals in equity, livability, climate, and resiliency through a unified regional transit system that serves all Bay Area populations

Roles & Responsibilities

- **MTC/MTC RNM Committee:** Leverage existing regional purview and planning capabilities to help set the regional vision and policies for transit in the Bay Area and drive the direction of the RNM
- **RNM Council:** Council comprised GM-level Operator and MTC representatives who understand transit operations and can represent the interests of their stakeholders, make critical recommendations on regional policies, and provide leadership and implementation of policies
- **“Voice of the Customer” Advisory Committee:** Group of stakeholders who represent the customer and can help inform decision-making with the customer in mind
- **Dedicated RNM Support Staff:** Group of dedicated staff (potential opportunity for seconded staff as well) with a broad range of capabilities and expertise to support the operations and analysis of the RNM
- **Task Forces & Sub-Committees:** Temporary (Task Forces) or longer-term (Sub-Committees) groups comprised a broad range of representatives, including Operators, stakeholders, and subject matter experts, that will help complete analysis and develop policy recommendations / options for topics

Key Performance Indicators (KPIs)

Benefits KPIs			Program KPIs
Customer Benefits	Network Mgmt. Benefits	Other Public Benefits	RNM Program Performance
▪ TBD	▪ TBD	▪ TBD	▪ TBD
▪ TBD	▪ TBD	▪ TBD	▪ TBD
▪ TBD	▪ TBD	▪ TBD	▪ TBD

Note: See example KPIs on next page

Meeting Cadence

- **MTC RNM Committee:** Every other month (minimum)
- **RNM Council:** Monthly (minimum)
- **“V.O.C.” Advisory Committee:** Every other month (minimum)
- **Task Forces & Sub-Committees:** To be determined on an individual basis

Reporting Requirements

- **Bi-Monthly (Every Other Month) Progress Report to MTC RNM Committee** (RNM Council)
- **Semi-Annual Report on Achievements, KPIs, and Next Steps** (RNM Council)
- **Bi-Monthly (Every Other Month) Voice of the Customer Report** (V.O.C. Advisory Committee)

Continuous Improvement

- RNM Program KPIs to help inform improvement needs
- Continuous improvement of RNM operations to be driven by Director of RNM and Dedicated Support Staff
- Continuous improvements to RNM framework to be driven by RNM Council
- Formal review of RNM to be completed by MTC 2 years after establishment

KPIs & Priority Initiatives (Illustrative)

KPIs			
Benefits KPIs			Program KPIs
KPIs to track the achieved benefits of regional transit and inform regional transit policy decisions			KPIs to monitor the performance of the RNM and inform RNM evolution
Customer Benefits — <i>Examples include:</i> <ul style="list-style-type: none"> ▪ Connection times ▪ Regional commute time ▪ % of accessible transit stations ▪ Etc. 	Network Management Benefits — <i>Examples include:</i> <ul style="list-style-type: none"> ▪ Regional ridership ▪ Total regional operating costs ▪ Regional fare revenue ▪ Etc. 	Other Public Benefits — <i>Examples include:</i> <ul style="list-style-type: none"> ▪ Commute mode choice ▪ GHG Emissions ▪ % of income spent on transit ▪ Etc. 	RNM Program Performance — <i>Examples include:</i> <ul style="list-style-type: none"> ▪ % and timeliness of priority initiatives complete ▪ % of RNM vacancies ▪ Regional policies implemented ▪ Etc.

Priority Initiatives

Initiatives identified as priority items for the RNM to address (e.g., BRTF outcomes)

Examples include:

- **Fares and Payment:** Simpler, consistent, and equitable fare and payment options attract more riders (BRTF)
- **Wayfinding & Mapping:** Integrated mapping, signage, and real-time schedule information to make transit easier to navigate and more convenient for both new and existing riders (BRTF)
- **Connected Network Planning:** Bay Area transit services are equitable planned and integrally managed as a unified, efficient, and reliable network (BRTF)
- Etc.

How the Operating Model will Drive Long-Term Evolution of the RNM

Note: To support continuous improvement, KPIs will be established at creation to track RNM performance and a formal review of the RNM framework will be conducted 2 years after creation by MTC

Short / Near-Term RNM Framework



Establish Leadership & Scale Roles



Establish foundational leadership roles while scaling support elements to meet changing priorities

Establish & Expand Regional Tools



Develop tools and technology to drive standardization and improve efficiency

Refine Processes & Enhance Incentives



Update processes to meet changing needs / goals and enhance incentives to support process implementation

Sharpen Authorities



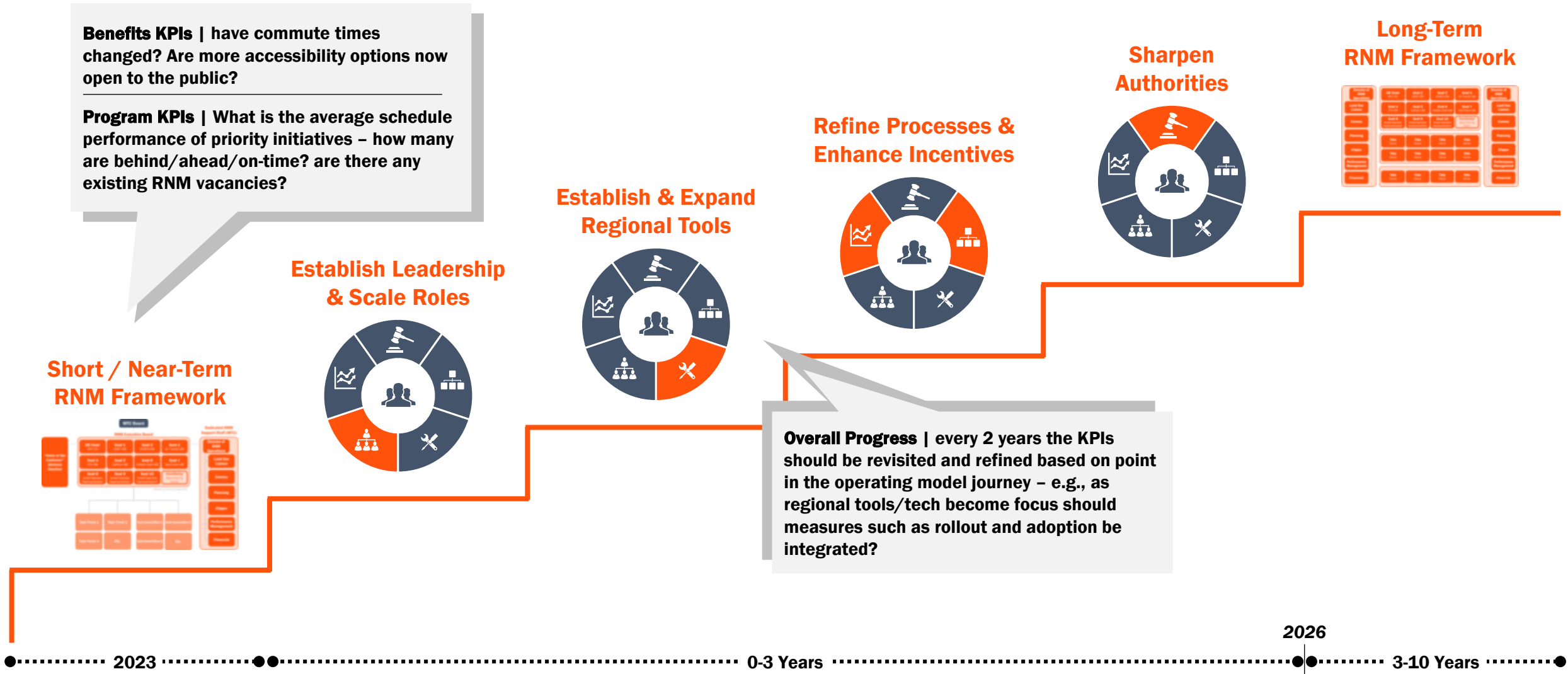
Enhance agency authorities to align decision-making capabilities with regional goals

Long-Term RNM Framework



Note: Illustrative

Using Metrics & KPIs to Measure Progress



Note: Illustrative

180-Day Plan for Short/Near- Term RNM

180-Day Plan for Standing up the RNM (PRELIMINARY)

Note: 180-Day plan to be finalized following further approvals by MTC leadership

Pre-Launch (Dec 13 – Feb 28)	Days 0-60 (Mar 1 – Apr 30)	Days 61-120 (May 1 – Jun 30)	Days 121-180 (Jul 1 – Aug 30)
<ul style="list-style-type: none"> ❑ Develop initial budget, determine funding requirements, and identify funding sources ❑ Write RNM Director job description / requisition ❑ Finalize RNM Charter ❑ Develop draft MOU (or other agreement mechanism) ❑ Write job descriptions / requisitions for any immediate Dedicated Support Staff (likely 2-3 staff) ❑ Identify members for the “Voice of the Customer” Advisory Committee ❑ Determine mechanism to enable seconded staff ❑ Obtain final approval from MTC Commission on RNM for launch 	<ul style="list-style-type: none"> ❑ Align on RNM KPIs ❑ Align on Priority Initiatives ❑ Begin hiring process for RNM Director ❑ Begin seeking MOU approval from Transit Boards ❑ Begin hiring process for any immediate Dedicated Support Staff ❑ Identify MTC RNM Committee Members (after new chair of MTC is appointed) ❑ Hold first MTC RNM Committee meeting ❑ Hold first Voice of the Customer Advisory Committee meeting 	<ul style="list-style-type: none"> ❑ Hold first RNM Council meeting ❑ Hold second Voice of the Customer Advisory Committee meeting ❑ Hold second MTC RNM Committee Meeting ❑ Develop and approve annual RNM budget 	<ul style="list-style-type: none"> ❑ Establish KPI reporting process and begin reporting on KPIs ❑ Issue first Bi-Monthly (Every Other Month) Progress Report to MTC RNM Committee ❑ Hold second RNM Council meeting ❑ Hold third Voice of the Customer Advisory Committee meeting ❑ Hold third MTC RNM Committee Meeting ❑ Hold second RNM Council Meeting

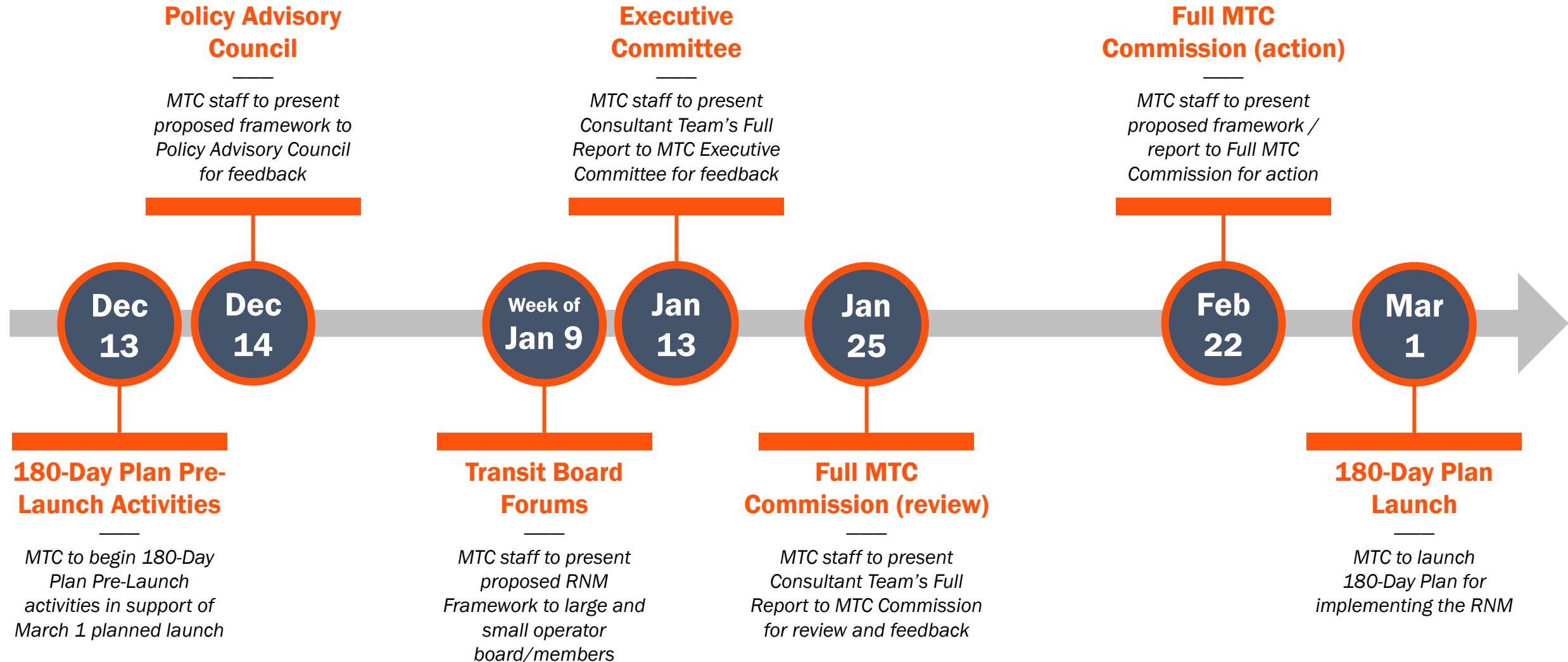
Estimated Initial Budget to Stand Up the RNM

Role	Quantity	Fully Loaded Staff Costs ¹	Total
Director of RNM	1	\$600k	\$600k
Dedicated Staff Member	2-3	\$350k - \$500k	\$700k - \$1.5m
Note: these values are for incremental personnel and would be <u>in addition</u> to those currently working in similar capacities at MTC and Transit Agencies			\$1.3m - \$2.1m

¹Source: Fully loaded rates (salaries, benefits, and overhead) from MTC

Next Steps

Next Steps & Milestones



Discussion Questions

Topic		Discussion Questions
1	Updated Short / Near-Term RNM (Slide 9)	Does the updated Short / Near-Term RNM effectively reflect your feedback? Are there any other refinements that should be considered at this stage?
2	180-Day Plan (Slide 20)	What feedback do you have on the activities and their respective timing in the 180-Day Plan? Are there any activities that we are missing?



December 14, 2022

Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105-2066

Dear Chair Pedroza and MTC Commissioners,

We write to you jointly as Chair and Vice Chair of the Network Management Business Case Advisory Group to express our support for the Regional Network Management (RNM) proposal presented by staff at our final, December 12, 2022, Advisory Group meeting. The proposed RNM framework provides a thoughtful approach to advancing the integration of our region's transit system in a manner that will benefit customers in the near term while also providing the flexibility to adapt and evolve over time and we are excited to see it move forward.

Every day, our buses, ferries and trains carry tens of thousands of customers around the region, bringing them to their destinations safely and conveniently. When customers use transit, everyone in the region benefits. A robust and well utilized transit system reduces congestion on our streets, supports compact development and intensified land uses, eliminates air pollutants and greenhouse gas emissions and ensures that all members of our community can rely on a foundation of equitable access and mobility. For these reasons, the Metropolitan Transportation Commission (MTC) and local jurisdictions around the Bay Area are counting on transit ridership and mode share to grow over the coming decades. Without a strong, well-utilized transit system we will not be able to achieve the sustainable, equitable future we envision for our region.

Yet our transit system faces real challenges. Prior to the COVID-19 Pandemic, Bay Area Transit was troubled by stagnant ridership, institutional fragmentation and escalating costs. Now, while the worst of the pandemic is behind us, shifts in mobility and travel patterns have resulted in significant loss of ridership and the collapse of revenue streams that have long been essential to the business models of our transit operators. If we are to stabilize and grow our transit system over the coming years we need to work together as a region to deliver the services our customers need. The development of a coordinated, Regional Network Management function is a key step in making this transformation happen.

The proposed Regional Network Management framework is a significant and practical step toward a more integrated, customer focused transit system. It provides a dedicated forum and staff resourcing to address regional transit and empowers a decision-making structure that

Correspondence to Chair Pedroza and MTC Commissioners

December 14, 2022

Page 2

leverages the existing authorities of the MTC Commission and individual transit agencies to implement needed customer improvements quickly. Further, the proposal harnesses the expertise and formalizes coordination of the transit general managers and elevates the voice of the customer and its importance throughout the framework. The near-term RNM structure also provides flexibility to evolve and strengthen over time, allowing us to understand what works well and what changes may be needed as we navigate the years ahead. This proposal is the result of a collective regional effort that began with the Blue Ribbon Transit Recovery Taskforce in 2020 and has continued with the Network Management Business Case process. The work has shifted and changed a number of times based on input from stakeholders, transit operators and policymakers and the final result is a proposal that has been shaped and guided by all of these voices. We are grateful for the sustained efforts of the consultant team, MTC and transit agency staff, and all who dedicated their time and energy to this important work.

As we reach the conclusion of the year and of this Advisory Group, we look forward to advancing this important work for consideration by the MTC Commission and by individual transit agency boards. Working together we are confident that we can build a large and thriving regional transit system that is financially sustainable and delivers the value our customers and our public need and deserve.



Denis J. Mulligan

Chair, Network Management Business Case Advisory Group



Alicia John-Baptiste

Vice-Chair, Network Management Business Case Advisory Group

cc: Therese McMillan, Executive Director, MTC