



# Marin County Transit District Board of Directors

**Monday, April 3, 2023, 10 a.m.**

Marin Transit is holding meetings under rules of AB 2449 which allows members of the public to participate in person or via teleconference:

## **Marin County Civic Center**

County Board of Supervisors' Chambers  
3501 Civic Center Drive  
Room 330  
San Rafael, CA 94903

## **Join on Zoom:**

<https://www.zoom.us/j/87972683373>

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## **How to provide comment on agenda items:**

- Prior to the meeting: Please email [info@marintransit.org](mailto:info@marintransit.org) or use the comment form available at <https://www.marintransit.org/meetings> to submit your comments related to topics on this agenda. Please submit your comments no later than **5:00 P.M. Sunday, April 2, 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: In-person comments will be taken first in the Board Chambers, followed by virtual comments. To raise your hand on Zoom, use the raise hand icon. To raise your hand via telephone, press \*9. The President or the Clerk will call on you to speak and you will be notified that your device has been unmuted. You will be warned prior to your allotted time being over. Your comments will be included in the public record. If you are participating over Zoom or telephone, please ensure that you are in a quiet environment with no background noise (traffic, children, pets, etc.).
- 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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## 10:00 a.m. Convene as the Marin County Transit District Board of Directors

1. **Consider approval of Directors request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449**

2. **Open Time for Public Expression**

(Limited to two minutes per speaker on items not on the District's agenda)

3. **Board of Directors' Matters**

4. **General Manager's Report**

a. General Manager's Oral Report

b. [Monthly Monitoring Report: January 2023](#)

5. **Consent Calendar**

a. [Minutes for March 6, 2023 Board Meeting](#)

b. [Award Contract for Ross Valley Area School Transportation Services](#)

c. [Contract with Carpi & Clay, Inc. for Federal Legislative Advocacy Services](#)

d. [Policy Updates: Marin Transit's Personnel Policies and Procedures and Diversity Program for Contracts](#)

e. [Resolution 2023-02 for application for Low Carbon Transit Operations Program \(LCTOP\)](#)

f. [U.S. Highway 101 Tamalpais Overcrossing Project](#)

**Recommended Action:** Approve.

6. **[Approve the June 2023 Service Changes and Title VI Equity Analysis Report](#)**

**Recommended Action:** Approve the June 2023 Service Changes to the Fixed Route services and the associated Title VI Equity Analysis Report.

7. **[Approve Amendment 5 \(#1181\) with Marin Airporter for Operations & Maintenance Services](#)**

**Recommended Action:** Approve the contract amendment #1181 with Marin Airporter to extend the term of the contract and allow for the operation of increased service hours.

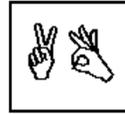
8. **[Adopt Revised Marin Transit Policies on Public Hearings and Title VI](#)**

**Recommended Action:** Adopt the following revised Marin Transit Policies: Public Hearing Policy (AD-02), Major Service Change Policy (CR-01), and Policy for Establishing Disparate Impact or Disproportionate Burden (CR-02).

## 9. [Marin Access Update](#)

**Recommended Action:** Discussion item.

## Adjourn



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**Late agenda material will be posted on our website at <http://www.marintransit.org>**

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

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April 3, 2023

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

### **Subject: General Manager Report – Monthly Report: January 2023**

Dear Board Members:

#### **Recommendation**

This is a recurring information item.

#### **Summary**

The attached monthly report provides an overview of Marin Transit operations for the monthly period ending January 31, 2023. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall, Marin Transit systemwide ridership was moderate in January 2023. Total ridership was 12% higher than the previous year (January 2022) and 21% lower than pre-COVID (January 2020). This is compared to ridership last month (December 2022) which was 16% higher than the previous year and only 16% lower than pre-COVID. January's low ridership relative to the District's recent trajectory was likely due to the atmospheric river that came through Marin County that month, dropping record rainfall on the County. Other Bay Area operators have also reported lower ridership due to weather.

Fixed route ridership recovery from the COVID-19 pandemic continues to be strong, much stronger than demand response ridership. Ridership on fixed-route services in January 2023 was at 81% of pre-COVID levels (January 2020), whereas ridership on Marin Access services has been falling, and was only 39% of pre-COVID levels. Marin Access ridership started to decline in September of this fiscal year, dropping below FY22 levels. The trend may have levelled off, as Marin Access ridership was 1% higher than last year (January 2022), but it was still 3% below last month (December 2022). Yellow bus ridership remains strong; ridership was 20% higher than the previous year (January 2022), and only 5% lower than pre-COVID (January 2020).

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.

Respectfully Submitted,

A handwritten signature in black ink that reads "Nancy E. Whelan".

Nancy Whelan  
General Manager

**Attachment A:** Monthly Ridership Report and Customer Comments



Month: January 2023		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
<b>Commendation</b>	1	0	0	0	0	0	0	1	
<b>Service Delivery Complaint</b>	22	14	7	2	8	0	2	55	
Accessibility	0	0	0	0	0	0	0	0	
Driver Conduct Complaint	7	2	1	1	2	0	0	13	
Driving Complaint	1	1	1	0	0	0	1	4	
Early Trip	2	0	0	0	0	0	0	2	
Equipment Issue	1	0	0	0	0	0	0	1	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	0	2	1	1	2	0	1	7	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	1	2	0	0	4	0	0	7	
No-Show	9	3	0	0	0	0	0	12	
Off-Route	0	0	1	0	0	0	0	1	
Pass-Up Complaint	1	4	3	0	0	0	0	8	
<b>Service Structure Complaint</b>	2	0	0	1	0	1	5	9	
Bus Stop Improvement Request	0	0	0	0	0	0	4	4	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	0	0	0	1	0	0	1	2	
Scheduling Complaint	0	0	0	0	0	1	0	1	
Service Improvement Suggestion	2	0	0	0	0	0	0	2	
<b>Safety Complaint</b>	0	0	0	0	0	0	0	0	
<b>Total Service Hours</b>	9,905	3,326	1,602	326	2,076	-	17,369	17,369	
Commendations per 1,000 Hours	0.1	0.0	0.0	0.0	0.0	-	0.0	0.1	
Complaints per 1,000 Hours	2.4	4.2	4.4	9.2	3.9	-	0.4	3.7	
<b>Total Passengers</b>	157,685	22,324	8,721	10,404	4,378	1,183	215,682	215,682	
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Complaints per 1,000 Passengers	0.2	0.6	0.8	0.3	1.8	0.8	0.0	0.3	

# Attachment B

## Monthly Monitoring Report

03/17/2023

FISCAL YEAR MONTH  
2023 All

### Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

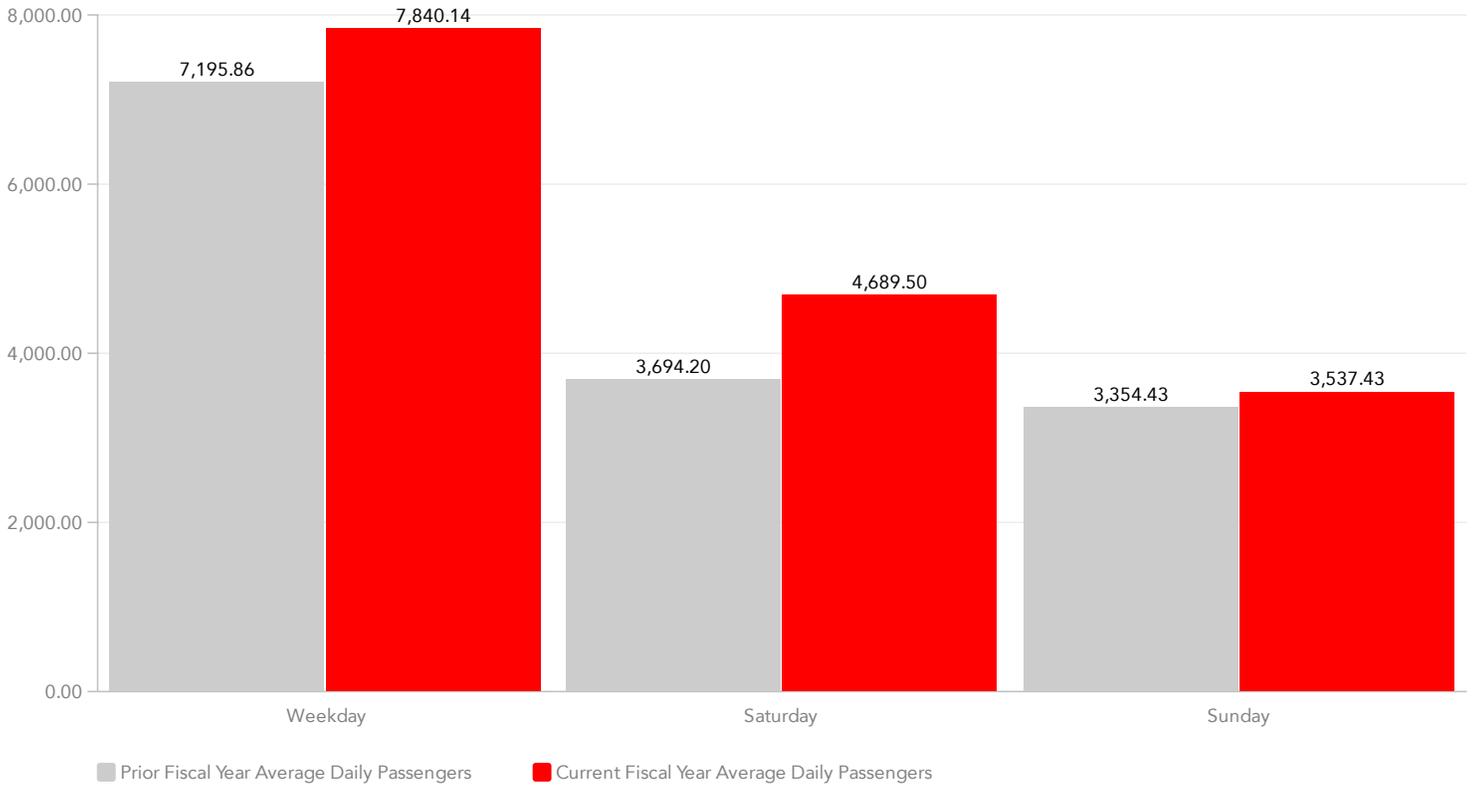


## Monthly Comparison

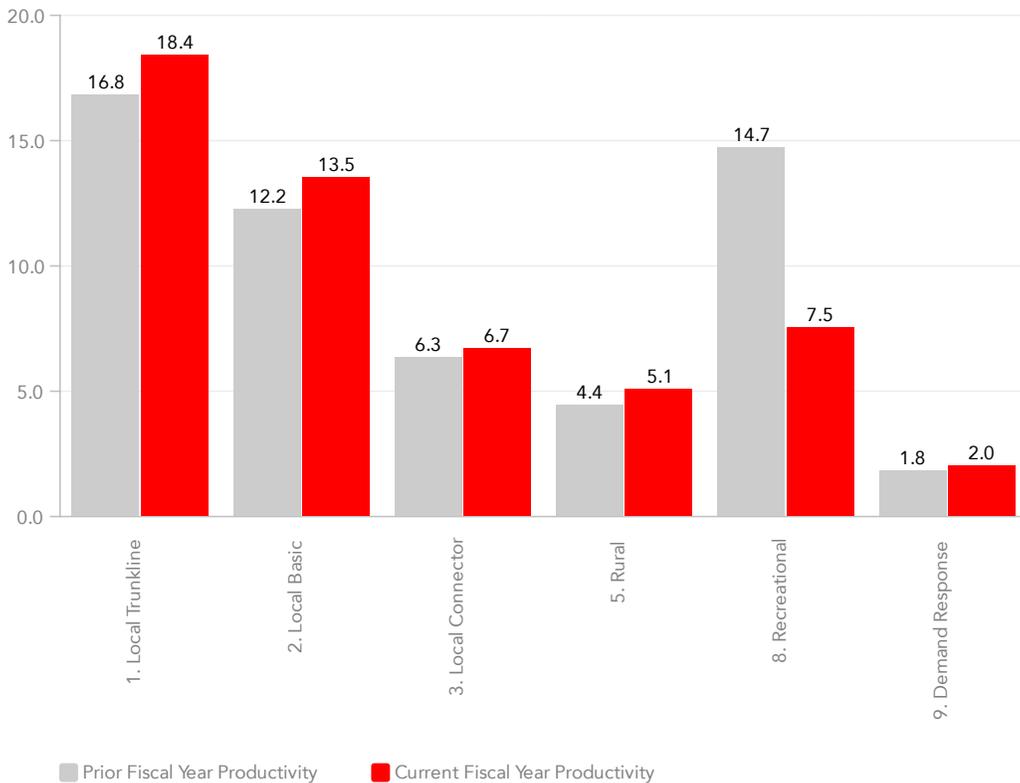
MONTH

Jan

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, March 6, 2023 at 10:00 A.M.**

### **Roll Call**

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

**Absent:** Vice President Colbert, Director Bushey

**Director Casissa was in attendance as a voting member.**

**Board President Rice opened the meeting at 10:00 A.M.**

1. [Consider approval of Directors request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449](#)

Administrative Assistant & Board Secretary Kate Burt reported there were no requests for remote participation by Directors.

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

The Board received comments on agenda items five, six, seven, and eight from a member of the public via the District's online public comment form. The comments were shared with the Board before the Board meeting.

President Rice asked if any member of the public wished to speak.

The first commenter [name not given] shared his concerns with Golden Transit Routes 150, 130 and 101. The commenter shared concerns about driver benefits and working conditions. The commenter said that although the situation is tough, transit agencies must find a balance. The commenter added that Route 251 does not always show up on-time, resulting in extended waiting periods.

Michelle Reed, a Marin County employee, requested an improved bus cancellation notification system. Ms. Reed explained that many Marin County employees commute on public transportation and do not know if the bus is coming unless they check the website. Ms. Reed asked if staff could notify riders via email.

President Rice clarified that General Manager Nancy Whelan will provide a response once all comments had been heard.

Judy Morris expressed concerns regarding two missed trips and the driver shortage. She inquired if the District plans to add service to the Kaiser Permanente facility on Los Gamos Drive in San Rafael. Ms. Morris described the difficulty in reaching the Kaiser Permanente facility using the bus service currently available.

President Rice asked Ms. Morris which bus routes did not show up during the last week and if she filed a complaint. President Rice suggested that in the future, it may be helpful to do so.

Ms. Morris clarified that a Route 49 and Route 251 bus had not shown up.

President Rice said Ms. Whelan would respond to the comments. President Rice expressed her appreciation for the attendance in the Board chambers.

Steve explained that he relies on Route 257 and hopes that it will continue to run. Steve expressed that it has been very cold at the San Rafael Transit Center, where there is no indoor shelter. Steve said he is also concerned about the timeliness of Route 23 and Route 35. If those buses start picking up high school students, Steve believes they will get very full and this could cause the buses to fall behind schedule.

Susan W. stated that many riders support businesses in Marin County and riders depend on the timeliness of the buses. Many riders work several jobs. Susan suggested that Route 245 should add a stop on Los Gamos Drive to serve the Kaiser Permanente facility, and it should extend toward the YMCA on Los Gamos Drive. She added that between 3:30 and 6:30 PM, the northbound Route 17 has not shown up on three successive occasions. Susan believes driver pay should be assessed.

President Rice stated that if Susan has any more comments, she should email them. President Rice added that later in that day's meeting, there will be a discussion on the proposed service changes. Some of the proposed service changes will address some of the issues brought up by commenters.

Colton Benediktsson shared his concerns about the proposed changes to Route 22. The proposed service changes would cut Strawberry Village from the route. Mr. Benediktsson described how in the past few months evening buses have not been showing up at the College of Marin. As a result, there have been people waiting at the bus stop who have had to schedule Uber rides. Mr. Benediktsson believes it is a pertinent problem.

Eva shared her opinions on what is impacting public transportation and the economy in general in Marin County. She said the District's services are vital for

the poorest communities, which turn out to be Latino and Black communities in Marin County. Eva said that when she worked in hospitality in Marin County, many workers could not rely on public transportation because it was underfunded.

Kevin Carroll explained that Golden Gate Transit is still providing early-morning transportation to Bay Area Rapid Transit (BART), as they have been since 2019. He suggested that Golden Gate Transit should focus on serving Marin County, not BART riders, as in the last week, over 35 runs to San Francisco were cancelled. He requested statistics on how many riders who travel from Santa Rosa to San Rafael take the bus versus the SMART Train. He wondered if, given the driver shortage, agencies can afford duplicate services. He asked if it would make more sense for Sonoma to provide service within Marin County and shuttles to the SMART Train.

Gabriel Garcia rides the bus from the San Rafael Transit Center to the College of Marin. He is concerned that adjustments to Route 29 will impact riders who commute from Larkspur Landing to the College of Marin. Mr. Garcia suggested that the District should increase the frequency of Route 228 to 30 minutes to improve access to the College of Marin from Greenbrae. It would reduce the waiting time for students who live in Fairfax. Mr. Garcia thinks it is a good idea because sometimes Route 22 buses do not show up, so riders need an alternative.

President Rice requested that Ms. Whelan present her response to the comments. She noted that some of the comments were germane to the conversation around the District's proposed service changes. President Rice requested that Director of Operations & Service Development Robert Betts respond to the comments during agenda item six.

Ms. Whelan confirmed that there will be a public hearing on the proposed service changes during agenda item six of that day's meeting. The proposed service changes aim to address the problems that many of the commenters brought up. Staff are aware that some services have been late or missed. Those are two of the biggest issues staff are aiming to solve, and they are largely due to the driver shortage and changing traffic conditions. The proposed schedule and routing changes are an attempt to address those conditions. Ms. Whelan added that staff have recently been using social media, including Twitter, to inform riders about cancelled services. Ms. Whelan acknowledged the notification process is imperfect. One of the items on the Consent Calendar is for the District to purchase software that will make better predictions about bus arrival times, and more effectively deliver the information to riders. Ms. Whelan stated that Mr. Betts will respond to most of the other comments during agenda item six.

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

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

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

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

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

i. [Item 4b – Staff Report](#)

General Manager Nancy Whelan acknowledged that the Board is meeting in-person for the first time in three years. Ms. Whelan noted the presence of many of the District's staff in the Board chambers and introduced all new staff from the last three years. Senior Procurement & Contracts Analyst Cliff Cortes was introduced as the newest staff member.

Ms. Whelan reminded the Board that the District has maintained strong recovery from the COVID-19 pandemic. She stated that the District's December 2022 ridership was 85 percent of what it was in December 2019. She contrasted the ridership figure to other Bay Area transit operators' December 2019 and December 2022 ridership. She compared the total number of December 2022 riders across 18 Bay Area transit operators.

In December 2022, overall ridership was ten percent lower than November 2022, and 16 percent higher than December 2021.

In December 2022, ridership on fixed route services was at 87 percent of December 2019 levels (comparable to the 88 percent of pre-COVID levels in the previous month, November 2022). Marin Access' December 2022 ridership was at 44 percent of its December 2019 ridership, 11 percent below December 2021, and four percent below November 2022.

Director Moulton-Peters thanked Ms. Whelan for the report. Director Moulton-peters explained that there have been conversations within Marin County about providing services for seniors. Social isolation has been raised as an issue. She asked if staff have investigated barriers to seniors using demand-response and paratransit services, as those modes of transportation are ways for them to reconnect with the community.

Ms. Whelan answered that due to the COVID-19 pandemic, many programs that Marin Access riders use have been converted to virtual platforms. As a result, there has been less demand for Marin Access rides. Additionally, seniors are

more vulnerable to COVID-19, and therefore may be concerned about being in the community in-person. As the Omicron variant spread, ridership dropped. Marin Access surveys its riders annually. The upcoming annual survey may provide staff with more information. Staff are also looking at how they can strengthen the Marin Access program and address their driver shortage.

President Rice welcomed the staff and expressed her appreciation. She called for public comment.

Eva commented that seniors and other riders may not be riding transit very frequently due to the recent severe storms. Some businesses were closed, so fewer people needed to commute to work. As service is cut, people may arrange rides with their coworkers. If someone were to get off work late at night, they may not want to wait at a bus stop. Eva expressed agreement with the earlier comment that it is not safe to take the bus to the Kaiser Permanente facility on Los Gamos Drive, due to the bus stop locations, especially for a senior or a disabled person. Eva said that as staff cut service and present barriers, more attrition will be seen. Eva suggested the District look at farebox revenues and consider free fares.

Kevin Carroll asked if staff have communicated with the Call a Ride Sausalito Seniors (CARSS) program or other local programs that arrange rides for seniors. Mr. Carroll suggested that when the programs are unavailable to provide a ride, Marin Access could be a back-up service. As a taxicab driver, he recommends the programs, especially when he is aware of a financial need. Some seniors may not try additional programs when a specific program cannot meet their needs. Coordination between programs would make that easier.

Susan W. said she thinks many community members do not know about the services that Marin Access offers. She noted that community members with disabilities also take paratransit, in addition to seniors. Susan has spoken with many seniors who could benefit from Marin Access' services and aren't familiar with the opportunity, or do not know they are eligible.

President Rice thanked the commenters and said they will be hearing more about outreach and connection to demand-response service in the future.

5. [Consent Calendar](#)
  - a. [Minutes for February 6, 2023 Board Meeting](#)
  - b. [Contract with Maze and Associates for Independent Year End Audits](#)
  - c. [Purchase of Passenger Information and Vehicle Tracking System](#)
  - d. [Purchase of Staff Car](#)

- e. [Marin Transit Quarterly Performance Report for the Second Quarter of FY 2022/23](#)
- f. [Marin County Transit District Second Quarter FY2022/23 Financial Report](#)
- g. [Resolution #2023-03 of Local Support for Metropolitan Transportation Commission One Bay Area Grant 3 Program](#)

Director Sackett said that she would like to hear more about agenda item 5-c, what it hopes to achieve, and what the communication with riders would look like. She also requested a discussion of agenda item 5-e.

President Rice asked General Manager Nancy Whelan to provide more detail on the timeline for agenda item 5-c.

Ms. Whelan clarified that agenda item 5-c is a contract approval for software called Swiftly. She asked Director of Operations & Service Development Robert Betts to talk more about the timeline and the abilities of the software.

Mr. Betts explained that Swiftly would provide more accurate real-time information and allow for more dynamic messaging directly to riders. Swiftly would integrate the District's current two Automatic Vehicle Location (AVL) systems and communicate the information to third-party app developers such as Google and 5-1-1. The real-time information will be more accurate, including the information on signage at bus stops and the District's website. The potential for traffic signal priority relies on an accurate real-time vehicle location feed. Swiftly would also enable better messaging to riders, as riders would be able to accurately see cancelled trips. Swiftly would allow staff to plan detours, and Swiftly would communicate detour information to riders.

Director Sackett asked how messages from Swiftly would be delivered to riders.

Mr. Betts reminded the Board that staff currently manually post service updates to the District's website and to Twitter. Swiftly would help automate and streamline that process. For example, in Google Maps and the Transit app, Swiftly would tell riders directly that trips have been cancelled.

Director Moulton-Peters referenced an email she received from Golden Gate Transit regarding cancelled trips. She asked if staff would be able to notify riders of service updates via email.

Mr. Betts answered that email communication is a possibility, in addition to text messages. Riders would not be able to filter those communications by route number, so subscribers would receive every alert for every route.

Director Moulton-Peters responded that she receives every update on every route from Golden Gate Transit. She added that staff should consider proactively notifying riders.

President Rice asked how staff communicate with riders about the various real-time update resources that are available.

Mr. Betts stated that information is available on the District's website, the Rider Guide, and rider panels at timepoint stops.

President Rice asked if any of that information is posted onboard the buses. She added that staff should be as proactive as possible. When a rider is on the bus, they may be able to take in the information.

Mr. Betts said that he is unsure if there are any remaining in-vehicle notices on that topic.

President Rice requested that staff think about a campaign, as they are updating their software and experiencing service disruptions.

President Rice asked if Director Sackett had any specific questions about agenda item 5-e.

Director Sackett said she noticed there was an 11 percent increase in ridership in the Volunteer Driver program. She noted that program may not be as impacted by the driver shortage, and it may serve a discreet population. She wondered if her observations were correct and if there may be an opportunity for everyone to spread the word about the program.

Mr. Betts confirmed the Volunteer Driver program's ridership has increased, which is likely due to riders' comfort with the program. The program requires riders to find their own drivers, so it will be someone they are familiar with.

Director Sackett asked how the Volunteer Driver program works.

Mr. Betts explained there are two similar Volunteer Driver programs that have different reimbursement amounts. The first program serves the urbanized area or Marin County, and the second program serves west Marin County. In each program, you can submit a certain number or reimbursable miles each month. The reimbursement is sent to the rider, who then passes it along to their driver.

Director Sackett asked if staff can match drivers to riders.

Mr. Betts said that while staff do not match drivers to riders in their Volunteer Driver program, those types of programs exist. Staff call those programs “Traditional Volunteer Driver” programs. Mr. Betts provided some local examples of Traditional Volunteer Driver programs.

Director Sackett thanked Mr. Betts.

President Rice called for public comment.

Eva notified staff that it was difficult for her to find the agenda for that day’s meeting. She stated it may be difficult for people to comment if they cannot find the agenda.

Susan W. said that while she does not know if the potential Swiftly transition would involve any specific hardware updates, she is concerned about data and information security as well as the structural integrity of the hardware.

**Recommended Action: Approve.**

M/s: Second Vice President Lucan – Director Moulton-Peters

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

Noes: None

Absent: Vice President Colbert, Director Bushey

Abstain: Director Moulton Peters abstained from approving Item 5a: 020623 Minutes, due to her absence at the February 6, 2023 Board meeting.

6. [Conduct the Public Hearing for the June 2023 Service Changes](#)

[Staff Report](#)

General Manager Nancy Whelan outlined of the proceedings of agenda item 6.

Director of Operations & Service Development Robert Betts introduced his item as the third presentation on the proposed June 2023 service changes. He reviewed what was presented at past Board meetings.

Mr. Betts provided an overview of the service change proposal, including several figures and the proposal’s timeline. Mr. Betts summarized the potential impacts to each route, and he provided information on replacement services for proposed

cancelled routes. Mr. Betts explained what changes have been made to the original proposal, based on feedback staff received. Mr. Betts reviewed how staff have educated the public about the proposed service changes, and he listed the results of the outreach. Mr. Betts provided an overview of how public comments were received, and what routes the public has commented on. Mr. Betts explained the findings of the Title VI equity analysis that was completed to ensure that the proposed changes do not have a disparate impact on minority populations or a disproportionate burden on low-income populations.

President Rice opened the public hearing and called for public comment.

The first commenter [name not given] asked if staff could re-build a bus stop that was destroyed a while ago, as it is no longer a good place to wait for the bus. He clarified his prior point regarding saving funds by reducing service from San Francisco to San Rafael. He asked for clarification on the proposed changes to Routes 35 and 49.

Second Vice President Lucan asked what the cross-streets are for the bus stop that needs to be re-built.

President Rice requested that the commenter tell staff what the cross-streets are.

Second Vice President Lucan expressed that it is important that they note what the cross streets are.

James Holmes emphasized the potential impact of the proposed changes to Route 22 in Larkspur and Corte Madera. Mr. Holmes outlined his concerns over the loss of evening service that will affect transit-dependent riders. If the proposed changes are approved, there will be no southbound service from downtown Larkspur after 6:30 PM, and no northbound service from downtown Corte Madera after 7:14 PM. Therefore, riders from San Francisco will have to depart at 5:30 PM to catch the last Route 22 bus of the day. Mr. Holmes feels the proposed changes would have a disproportionate impact on Larkspur and Corte Madera.

Susan W. expressed concern over the proposed changes for Route 49 in the Northgate area. Susan requested that staff not cut Route 45 in the area around the Northgate mall, as well as the Northgate Drive and Las Gallinas Avenue bus stop or the Nova Albion Way and Las Gallinas Avenue bus stop. She said there are many different types of riders in that area, and they would be impacted by students on the bus twice a day. Susan added that the COVID-19 pandemic is still in effect, and a variety of people ride the bus.

Colton Benediktsson reiterated that the proposed changes would result in Strawberry Village no longer being served by Route 22, which would severely impact the College of Marin students who use that route. Mr. Benediktsson rides that route, amongst others, some of whom are older adults and would not be able to walk uphill to the next nearest stop. He urged the Board to not approve the change to Route 22.

Pat Ravasio reported that the connection to the College of Marin from many communities, especially the Canal, is concerning to her. Ms. Ravasio believes the District should increase and support service to the College of Marin, as that would assist factors such as diversity, equity, and inclusion. She acknowledged the driver shortage and suggested increasing pay and benefits to attract more drivers. She said she does not understand why service cuts are proposed when service has been restored since the COVID-19 pandemic began.

Eva expressed concern about the proposed service cuts to the Canal. Eva emphasized that driver pay and benefits should be enhanced. Eva suggested there must be a way to re-fund public transportation. Eva said she believes often decisions are made to maintain a status quo, and public transportation is vital.

The next commenter [name not given] said she is transit dependent. There are senior apartments near the bus stop at Hamilton Theatre, and the seniors at those apartments often take the bus. She wondered if, due to the proposed changes to Route 49, there would be no midday buses in Hamilton, or if buses would be hourly.

President Rice stated her question would be answered after the public hearing. President Rice closed the public hearing and asked staff to present responses. She asked Director of Operations & Service Development Robert Betts to speak on why staff are proposing the changes, and what data was considered.

Mr. Betts responded that there are two primary reasons behind the proposed changes. The first reason is the driver shortage. He explained that staff are doing more than realigning and reallocating services to address it, for example, they have amended many contracts to increase wages for drivers. The proposed changes are an attempt to make a more efficient use of the District's resources.

Mr. Betts reported that traffic is back to pre-COVID 19 pandemic conditions. Because the District does not have a competitive run-time advantage on local streets, traffic impacts public transportation as much as it affects cars. A more holistic service change is needed to address the run-time needs of the District's vehicles, so that drivers can get their necessary breaks and so that vehicles are on-time. Mr. Betts noted that Golden Gate Transit has made many changes to

their regional routes during the COVID-19 pandemic, and staff are now looking at how both agencies can align their services, primarily in the Highway 101 corridor. With Golden Gate Transit's changes to Routes 130, 150, and 101, the District has tried to respond incrementally with changes to Routes 71, 35, and other corridor routes. Now they have the opportunity for a reset, so they can be aligned. Services will not be duplicated, and good transfer connections will be offered.

Mr. Betts added that the proposed changes also address routes with low ridership. There have been less than three passengers per trip on late-night Route 22 trips, so staff are proposing to cancel those trips. On Route 219, ridership has not recovered from the COVID-19 pandemic like other routes.

Mr. Betts clarified that Route 101 is run by Golden Gate Transit. He said there are no proposed changes to Route 49, other than extending it into San Marin. Service frequency would be the same. Staff are proposing an increase to Route 71's midday service frequency. Route 35's service frequency would be preserved. Staff are proposing to reduce midday service frequency in Hamilton due to the proposed combination of Routes 251 and 257. With the service change proposal, the last southbound Route 22 trip on weekdays and weekends would leave the San Rafael Transit Center at 7:00 PM. The last northbound Route 22 trip would be at 8:04 PM on weekdays and 7:09 PM on weekends.

Mr. Betts reported that currently, Route 49 serves the Nova Albion Way and Las Gallinas Avenue bus stop. Staff are proposing to end Route 49's service at that bus stop. Route 35 is proposed to end at that bus stop and serve it every 30 minutes. From that bus stop, it is between a quarter of a mile, or a half mile walk to the Northgate mall bus stop. Bus stops adjacent to that bus stop on Manuel T. Freitas Parkway also serve Routes 257 and 245. Therefore, within several blocks, there will be bus stops served by Routes 35, 257, 245, and 49.

Mr. Betts acknowledged that the northbound Route 22 connection from Strawberry Village to the College of Marin will be more challenging with the proposed service changes. Riders will have to walk to the bus pad at Tiburon or Seminary to make the connection to the northbound Route 22.

Mr. Betts explained that Route 29 currently provides a direct connection between the Canal and the Sir Francis Drake corridor. With the proposed changes, riders would have to make a connection in San Rafael. The runtime difference would be about five or six minutes. Service frequency in the Canal would reduce by five percent with the proposed service changes.

President Rice noted that there are currently industry-wide driver shortages, across all transit agencies, and she expressed appreciation for the work staff have done with their contractors.

Second Vice President Lucan thanked Mr. Betts for his response. He asked for clarification on what the proposed changes are for Routes 251 and 257.

Mr. Betts explained the proposed path of Route 257. In staff's original proposal, every 30 minutes, service would be added only on the Novato portion of the route, primarily to support schools. In the updated proposal, the trips every 30 minutes would extend to Hamilton. The route would terminate at the Hamilton Theatre. That change would allow Hamilton residents to connect to other areas.

Second Vice President Lucan asked if that change would provide a connection between the Hamilton SMART station and the Indian Valley Campus of the College of Marin.

Mr. Betts confirmed that connection would be provided.

Second Vice President Lucan clarified that the graphic provided to the Board before the meeting does not match the updated proposal.

Mr. Betts confirmed the graphic was not updated with the new Route 257 path.

Second Vice President Lucan expressed that the clarification of Route 257's path will likely address the concerns of many people. He complimented Mr. Betts' efforts in taking the public comments into consideration.

Director Casissa asked if the proposed service reduction in the Canal is due to low ridership or efficiency.

Mr. Betts answered that the service reduction in the Canal is primarily due to efficiency. There will be capacity for the high ridership.

Director Casissa asked how many riders would be affected by the proposed changes in Route 22.

Mr. Betts said staff will present that data to the Board in April.

Director Casissa asked if the proposed Route 22 changes are due to low ridership.

Mr. Betts added that Route 36 will continue to serve Strawberry Village and connect with Marin City. It will also continue to serve all bus pads up to the San

Rafael Transit Center, and into the Canal. Therefore, the largest impact will be the riders traveling to Larkspur and the College of Marin.

Director Casissa added that although there is ample funding for public transportation, it is difficult to hire bus drivers.

Mr. Betts agreed with Director Casissa and noted that the proposed service changes are not due to financial reasons.

Director Moulton-Peters thanked Mr. Betts for the information on Route 219. She said she observed Route 219's ridership has declined in the last year. She explained that while she understands some of the proposed Route 219 changes, she thinks staff should revisit adjusting headways from 20 to 30 minutes to 35 to 45 minutes on Tiburon Boulevard, especially during commute hours.

Mr. Betts responded that currently staff allocate two drivers each to Routes 219 and 619. Route 619 is supplemental and connects the Tiburon community to Redwood High School via Tiburon Boulevard. The proposal would remove one driver from the 219 route and not change service levels on Route 619. Service frequency will depend on traffic conditions.

Director Moulton-Peters said the details regarding Route 619 are important. She requested that Mr. Betts present how the schedules of Routes 219 and 619 interlace. She added that it is important to keep in mind that there will be greater service reliability with the proposed service changes.

Director Sackett thanked the staff for their engagement with the public, and she emphasized the importance of receiving feedback from riders. She asked if there was a decline in Route 49 ridership at the Nova Albion Way and Las Gallinas Avenue bus stop. She expressed concern over the elimination of that stop, as there is nearby multi-family housing. She clarified that the walk to the nearest bus stop is likely close to one-half of a mile. She acknowledged that other routes will still serve the Nova Albion Way and Las Gallinas Avenue bus stop.

Mr. Betts answered that he presently cannot provide the exact number of Route 49 riders at that bus stop, however ultimately there is strong ridership at that stop. The recommendation to cease Route 49's service at that stop was largely made because of the proposed added service of Route 35. Route 35 will not continue north into Novato, so the swap in routes will service riders between the San Rafael Transit Center and Terra Linda. The proposed change will allow Route 49 to run faster. Many riders will want to get to the San Rafael Transit Center to make connections to other routes. Mr. Betts said staff can re-examine the issue before the final recommendation.

Director Sackett requested data on how many Route 49 riders come from Novato, and how many Route 49 riders use the Nova Albion Way and Las Gallinas Avenue bus stop. She asked for clarification on Route 22's schedule as it related to the College of Marin.

Mr. Betts said the last Route 22 bus would depart from Marin City at 8:03 PM.

Director Sackett noted that the Kaiser Permanente facility at Los Gamos is becoming popular. Staff have focused on the Kaiser Permanente facility in Terra Linda but should consider the Kaiser Permanente facility in Los Gamos. Many people need to get there. She said that in the next three years, there will be 192 new apartments nearby, so staff should focus on the service in that area.

Ms. Whelan requested that Mr. Betts talk about the bus stop at the Kaiser Permanente facility on Los Gamos Drive. Ms. Whelan said staff have been working with local entities regarding that location.

Mr. Betts explained that staff were hoping that a bus stop would have been added there as Kaiser Permanente made improvements nearby, as it could have been served by Route 245.

Director Sackett asked if Mr. Betts was referring to the Highway 101 intersection.

Mr. Betts clarified the intersection is at Los Gamos Drive and Lucas Valley Road. He said that staff have proposed adding a bus stop at that intersection, as Marin County offices are now there so there is more activity. As Kaiser Permanente started a project at that intersection, there was a possibility of adding a bus stop, but it did not happen. Preliminary reports were made, and staff have discussed moving forward with local entities. The project is important to staff. However, there is a nearby dead end where buses cannot turn around. There is currently no bus stop. Staff would like to place a Route 245 bus stop at the intersection.

Director Sackett suggested that staff should consult with the developer of a new project at that location.

Director Rodoni complimented Mr. Betts' thoroughness. He expressed appreciation for Route 22's extended schedule. He said he was concerned about the potential changes in the Canal, however he now feels more comfortable.

Director Moulton-Peters asked if it would be possible for staff to install a temporary bus stop at a parking lot near Los Gamos Drive and Lucas Valley Road, similar to the Muir Woods Shuttle bus stop.

Mr. Betts said staff have explored that option, however the route deviation brings the challenge of added runtime. Staff will investigate the idea again.

President Rice emphasized the need for a permanent solution for the Kaiser Permanente facility on Los Gamos Drive. She asked if Connect serves the Kaiser Permanente facility on Los Gamos Drive and if Connect has rider capacity.

Mr. Betts affirmed President Rice's inquiries.

President Rice encouraged riders to use Connect and suggested staff further educate the public about program. She requested that staff work with the Kaiser Permanente facility to educate people about Connect. She expressed appreciation for the staff and how they have taken public feedback into consideration. She acknowledged how service cuts affect riders.

Ms. Whelan clarified the recommended action.

**Recommended Action: Receive public comment and close the public comment period for the proposed June 2023 fixed route service changes.**

M/s: Director Moulton-Peters – Second Vice President Lucan

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

Noes: None

Absent: Vice President Colbert, Director Bushey

Abstain: None

7. [FY 2021/22 Revenue Vehicle Fuel Analysis](#)

[Staff Report](#)

General Manager Nancy Whelan introduced Capital Projects Manager Anna Penoyar. Ms. Whelan explained that Ms. Penoyar will expand upon the complexities of different fuel and vehicle types used by the District.

Ms. Penoyar reported on the impact of fuel on the District's budget, and explained how staff analyze and report fuel data. She listed and explained the different vehicle types that the District owns. She outlined what fuel types and methods each of the District's contractors use.

Ms. Penoyar reported on the cost of traditional gasoline and diesel fuel throughout the last five years. She compared the costs of gasoline and diesel fuel for different contractors.

Ms. Penoyar explained electricity demand charges. From July 2021 to June 2022, demand charges accounted for 85 percent of each month's electric bus fueling cost. Ms. Penoyar described staff's efforts to decrease the impact of demand charges. She reported on the charging methods and impacts of the District's two BYD buses and four future electric Gillig vehicles. She listed the average cost per mile of the District's eight vehicle types.

Ms. Penoyar compared the fuel efficiency of each type of vehicle that the District owns. She estimated that the District's vehicles displaced 1,722 tons of carbon dioxide in Fiscal Year 2022. The District's vehicles' net production of carbon dioxide was 778 tons in Fiscal Year 2022. Ms. Penoyar described how the carbon dioxide data was calculated. Emissions will decrease as fleets are replaced with newer, more efficient engines, and transition to zero-emission vehicles.

Ms. Penoyar reported that the prices of fuel are expected to decrease in the next year. Electricity costs will also cost less for the vehicles charged at the facility at 600 Rush Landing, due to the rate structure.

Ms. Penoyar thanked Accounting Analyst Grisel Martinez for her assistance.

Second Vice President Lucan expressed gratitude for Ms. Penoyar's report and emphasized the importance of the information provided, especially regarding the electric bus charging rates. He said that if the District has more buses, they will see the rate come down. He expressed his dissatisfaction with the demand charge structure, and he said the Board should take action to bring down the charges. He asked how much is paid per kilowatt hour.

Ms. Penoyar said she will provide Second Vice President Lucan with data on how much is paid per kilowatt hour.

Second Vice President Lucan said the Board will see what they can do to bring down the charges in the demand charge structure. He requested a comparison between the District's charges per kilowatt hour and the charges of other public transportation agencies with small fleets.

Ms. Penoyar said she will gather that information. She noted that as the District's fleet grows, there will be further opportunities for more managed charging options, including obtaining software to decrease the demand charge.

Second Vice President Lucan complimented staff's work at 600 Rush Landing.

President Rice asked if staff pull charge slower to achieve a lower cost.

Ms. Penoyar confirmed staff pull charge slower to achieve a lower cost.

President Rice suggested that as the District grows their fleet, there may not be enough chargers for every vehicle, so they may need to pull charge faster to speed up charging times. President Rice requested that staff reach out to MCE Clean Energy as a resource. She added that staff should stay up to date on the topic of green hydrogen for vehicles.

**Recommended Action: Discussion item.**

8. [Update on Marin County Bus Stops](#)

[Staff Report](#)

General Manager Nancy Whelan noted that the eighth item was being presented per a request by the Board.

Capital Projects Manager Anna Penoyar provided the agenda for her presentation. Ms. Penoyar reported on past assessments of bus stops and ridership. she described how Marin County's bus stops are distributed between agencies.

Ms. Penoyar explained the minimum standards of bus stop accessibility, signage, information, shelters, benches, and amenities for different types of bus stops.

Ms. Penoyar reported on past bus stop improvement projects, including the 2013 Bus Signage Update, the 2013 South Novato Bus Stop Improvements Project, the 2015 State of Good Repair Phase One Improvements, the 2017 Redwood and Grant Transit Improvement Project, the 2019 State of Good Repair Phase Two Improvements, and the 2020 Real Time Signs project. Currently, staff are working on accessibility improvements at 23 bus stops throughout Marin County. Staff are also working on replacing advertising shelters in Novato. In the future, staff will make Transit Corridor improvements, including accessibility improvements, amenity improvements, transit priority improvements, and passenger information improvements.

Ms. Penoyar reported on how bus stops are maintained. Regular stop maintenance generally only occurs at bus stops with trash cans. Other stops are maintained as staff receive reports. Ms. Penoyar explained past and present maintenance contracts for Marin County bus stops.

President Rice commended Ms. Penoyar's presentation.

Director Casissa asked if planned improvements include real-time signs at bus stops.

Ms. Penoyar answered that staff will likely continue to roll out real-time signs. In the Transit Corridor project, real-time information will be considered for the corridors.

Director Casissa asked if real-time signs indicate delayed or cancelled buses.

Director of Operations & Service Development Robert Betts answered that real-time signs broadcast the next estimated arrival of on-route buses. If a bus has been cancelled, it will not be included in the prediction. The sign will not tell the passenger that a specific trip has been cancelled. The real-time signs also can display custom messaging, such as information on the proposed service changes.

Director Casissa asked if the real-time sign messages are in English and Spanish.

Mr. Betts answered that the signs can display whatever message staff input, although there is a character limitation. Messaging is typically in both English and Spanish.

Second Vice President Lucan complimented staff's efforts in fielding questions regarding bus shelter maintenance. He suggested there should be a more formal system of maintenance agreements unless staff prefer to research the issues on a case-by-case basis. He asked what the best method would be, moving forward.

Ms. Penoyar stated that staff have investigated the issue with different jurisdictions, although there can be uncertainty. While staff can look at the overall issue again, handling cases individually as they come has been effective.

Ms. Whelan acknowledged that it is a challenge to manage agreements for bus stop maintenance. She added that it may be a good time to reexamine the issue.

Second Vice President Lucan said staff could continue to take the lead on the topic, as there is turnover in the various jurisdictions. He complimented staff's responsiveness to maintenance requests.

President Rice thanked Ms. Penoyar.

**Recommended Action: Discussion item.**

**Adjourn** President Rice adjourned the meeting at 12:17 P.M.

SINE DIE

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PRESIDENT

ATTEST:

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CLERK



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Alternate  
Town of Corte Madera

April 3, 2023

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

### **Subject: Award Contract for Ross Valley Area School Transportation Services**

Dear Board Members:

#### **Recommendation**

Authorize General Manager to negotiate a student transportation agreement with Bauer's Intelligent Transportation, Inc. (Bauer's IT, Inc.), in an amount not exceeding \$2,450,000 for the three-year base agreement.

#### **Summary**

The current student transportation contract serving families and schools in the Ross Valley Area at White Hill Middle School, Hidden Valley Elementary School, and Ross Valley Charter expires after the 2022/23 academic year. Staff recommends that your Board authorize the General Manager to negotiate an agreement with Bauer's Intelligent Transportation, Inc. (Bauer's IT, Inc.), for student transportation services in the Ross Valley Area beginning in FY 2023/24. The length of the proposed agreement will span three years with the opportunity for a contract extension of two one-year options. During this time, Marin Transit will continue providing contract oversight and facilitate bus pass distribution for the program.

#### **Background**

Marin Transit issued a Request for Proposal (RFP) on behalf of the Ross Valley School Bus Program's oversight committee, the Joint Exercise of Powers Agreement (JEPA) on January 19, 2023, to elicit bids from transportation providers interested in operating a student transportation program in the Ross Valley Area. Three proposals were submitted by the deadline of February 17, 2023. An evaluation team consisting of Marin Transit staff and a JEPA representative came to a unanimous decision to recommend Bauer's IT, Inc., to serve as the transportation operator for the program.

On March 21, 2023, staff presented the RFP recommendation and a summary of budgetary impacts to the JEPA. Once approved by your Board, staff will continue to work with the JEPA by determining a bus pass price and developing



a program budget. Staff will also begin developing a service plan and implementation strategy with the new transportation provider, Bauer’s IT, Inc.

With more than 30 years of experience in the transportation industry, Bauer’s IT, Inc., is locally owned and operated, serving six million passengers a year. Currently partnering with local educational institutions (e.g. The Branson School and Marin Academy), Bauer’s IT, Inc., is eager to expand their presence in Marin County by providing a safe and reliable transportation option to the families and schools of the Ross Valley School Bus Program.

With staff based in San Francisco at Pier 50, Bauer’s IT, Inc., offers a twenty-four-hour customer service and vehicle maintenance department. This ensures operational issues are immediately addressed and vehicles undergo a rigorous preventative maintenance process tailored to federal, state and manufacturer requirements.

Included in the proposal, Bauer’s IT, Inc. partners with RidePal to provide vehicle performance tracking and student boarding data through software installed on all vehicles. Staff from Marin Transit and Bauer’s IT, Inc. will have access to route management data to provide oversight to bus schedule adherence and student safety. Parents of passholder students will also have access to real-time vehicle location, important delay and cancelation notifications, and student boarding activity via a downloadable mobile application. RidePal understands the importance of family and student privacy and does not sell or trade personal information of account holders or users. Their complete privacy policy is available at <https://www.ridepal.com/privacy-policy>.

**Fiscal / Staffing Impact**

The base contract will provide a service level of four vehicles operating sixteen routes (eight in the morning and eight in the afternoon) serving all three schools. The contract rate per day is estimated to be \$1047/bus in FY 2024. The contract rate will increase each year consistent with the Consumer Price Index (CPI). The maximum contract expense for the three-year base period is estimated to be \$2,450,000. **Table 1** shows the estimated contract costs by fiscal year for the three-year base contract term and option year pricing.

**Table 1: Estimated Contract Costs**

	# of Buses	Rate Per Bus Per Day	Estimated School days	Annual Cost	Potential Cost for Contractor Provided Parking	Annual Cost with Contractor Provided Parking
FY2023/24	4	\$ 1047	180	\$ 753,840	NA	\$ 753,840
FY2024/25	4	\$ 1099	180	\$ 791,532	\$ 23,760	\$ 815,292
FY2025/26	4	\$ 1154	180	\$ 831,109	\$ 23,760	\$ 854,869
				<b>\$ 2,376,481</b>		<b>\$ 2,424,001</b>
<b>Option Years</b>						
FY2026/27	4	\$ 1212	180	\$ 872,664	\$ 23,760	\$ 896,424
FY2027/28	4	\$ 1273	180	\$ 916,297	\$23,760	\$ 940,057



This contract expense will be included in the Marin Transit's FY2023/24 yellow bus budget. The total expenses for the Ross Valley School Bus Program include parking, marketing, fare processing charges, and staff for service planning and coordination. Combined, the draft budget is estimated at \$818,108 in FY 2023/24.

Yellow bus expenses are paid for by bus pass revenue, County and Town contributions and Measure AA local sales tax revenues. Bus pass revenues pay approximately 41% of program costs. The County of Marin contributes \$100,000 annually. The towns of Fairfax and San Anselmo have also each contributed \$35,500 annually. Marin Transit makes annual requests for these contributions to keep the bus pass prices stable. The pass price increases incrementally each year. Bus passes discounted approximately 80% are available for students of income qualified families.

Marin Transit allocates Measure AA Sales Tax funds to provide supplemental funding to cover a portion of the costs based on the Board approved allocations and the Measure AA funding agreement. Staff estimate \$230,000 for FY 2024. This is based on draft budget numbers and assumes continued contributions from the County, Fairfax, and San Anselmo.

Staff recommends authorizing the General Manager to negotiate a student transportation agreement with Bauer's Intelligent Transportation, Inc. (Bauer's IT, Inc.), in an amount not to exceed \$2,450,000 for the three-year base contract. This amount includes estimated annual CPI increases.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "CHRISTOPHER WHITLOCK".

Christopher Whitlock  
Senior Operations Analyst

**Attachment A:** Draft Agreement

## ATTACHMENT: DRAFT PUPIL TRANSPORTATION SERVICES AGREEMENT

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This Agreement (“Agreement”) is made April 3, 2023, in Marin County, California, between the Marin County Transportation District (the “District”) Baier’s Intelligent Transportation, Inc. (“Contractor”). The District and the Contractor may herein be singularly referred to as “Party” or jointly referred to as “Parties.”

**WHEREAS**, the District desires to engage and the Contractor jointly agrees to provide student bus transportation services (“Services”) by entering into this Agreement pursuant to all applicable laws; and

**WHEREAS**, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### 1. GENERAL PROVISIONS

**1.1. Communications and Procedures.** District and Contractor, through each Party’s contact person and in communication and coordination with the other Party, will:

1.1.1. Personnel Directory. Establish a directory of each Party’s personnel to contact for every type of communication relating to this Contract.

1.1.2. Communication Procedures. Establish procedures for all communications regarding the day-to-day implementation of this Contract to be confirmed in writing by the Parties.

1.1.3. Fieldwork Problem Procedures. Establish procedures to handle fieldwork to most effectively prevent problems and, if problems arise, to settle them as quickly and as close to the source of the problems as possible.

1.1.4. Operational Problem Procedures. Establish procedures to resolve disputes involving bus routes, schedules, public relations, and other operational problems relating to this Contract that may arise during the Contract Term.

### 2. SCOPE OF WORK.

#### 2.1. Generally.

2.1.1. Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required to provide District with transportation services for persons designated by District to and from certain public schools operated by District and other public agencies and to and from other points as directed by District, and to maintain and operate all vehicles and equipment safely and in a good and workmanlike manner and in

accordance with this Contract and all applicable laws. Contractor shall provide transportation services with vehicles as required in this Contract and at such times and places as District shall specify.

2.1.2. District reserves the right to change school hours; adjust school start and ending times; change any aspect of or delete any established bus routes; add new bus routes; change, increase, or decrease the number and type of vehicles required; change any school site to which transportation services will be provided; and/or change the number of or particular students assigned to a vehicle or bus route.

2.1.3. If Contractor does not have the required vehicle(s) and/or trained personnel available or District determines that the needs or preferences of District and/or certain student(s) require transportation services provided by another company or entity, District, at District's discretion, own expense and without any notice, obligation, or liability to Contractor, may retain another company or entity to provide transportation services for District. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract.

**2.2. License, Permits, and Certifications.** Contractor shall maintain in good standing throughout the term all licenses, permits, and certifications required by all applicable laws to perform services under this Contract, and shall enforce strict discipline and good order among its employees and shall not employ any person who is not qualified and trained to operate the required vehicles and equipment, and to handle students.

**2.3. Equipment Requirements and Maintenance.**

2.3.1. Estimated Number of Vehicles.

2.3.1.1. District anticipates that District will need transportation services as described in the document entitled Services attached hereto as **Exhibit "A"** and incorporated by reference.

2.3.1.2. The Parties shall communicate and coordinate regarding the particular routes, schedules, types and number of vehicles, and the students who Contractor will transport. Contractor shall maintain a supply of spare vehicles in sufficient quantity and safe condition to maintain uninterrupted services to District under this Contract, which quantity shall at all times throughout the term be equal to at least 10 percent of those vehicles assigned to established bus routes to assure that uninterrupted service can be provided in the event a vehicle suffers mechanical breakdowns or other problems. Stand-by vehicles shall meet the same equipment and capacity requirements as vehicles assigned to an established bus route.

2.3.2. Vehicle Requirements / Conditions of Vehicles. Throughout the term, each vehicle that Contractor uses to provide transportation services under this

Contract shall comply with the following minimum standards:

**2.3.2.1. Contractor will comply with all California requirements regarding the installation and use of seatbelts by students on school buses.**

**2.3.3. Other Requirements for Vehicles.** Contractor shall comply with each of the following requirements for each vehicle that Contractor uses to transport students under this Contract:

**2.3.3.1. Compliance with Applicable Laws.** Furnish certificates of compliance issued by the California Highway Patrol or other entities acceptable to District, certifying that all vehicles used to transport students pursuant to this Contract comply with all applicable laws.

**2.3.3.2. Vehicle Identification Number.** Assign an identification number to each vehicle (to be carried or marked by six-inch numerals painted on the vehicle) and furnish District with the description of each vehicle and number on or before July 15 of each year. Except for identification signs stating the particular bus routes, Contractor shall not use any markings or lettering on any vehicle that identifies such vehicle with or as operated by District.

**2.3.3.3. Maintenance.** Keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicles are intended and in compliance with applicable laws. Contractor shall make any or all vehicles available in Contractor's facilities for inspection by District or District's agents for a minimum of four inspections each calendar year. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities or at a specific school site during a regular run. Date and times of inspections will not be posted in advance.

**2.3.3.4. Communication Devices.** Equip all vehicles used to provide transportation services under this Contract with an immediate means of communication to Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission, and/or mobile phone.

**2.3.3.5. Additional Equipment.** Equip all vehicles with, at a minimum, all components (1) required by law, (2) described in Exhibit "A" to this Agreement, or (3) agreed to by the Parties in writing.

**2.3.3.6. The Paul Lee School Bus Safety Law.** Vehicle Code section 28160 states that on or before January 1, 2018, the Department shall adopt regulations governing the specification, installation, and use of child safety alert systems. On or before the beginning of the 2018-2019

school year, each school bus shall be equipped with an operational child safety alert system. Section 28160(c) defines a child safety alert system as a device located at the interior rear of the vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

Contractor will develop a policy that ensures compliance with all aspects of the Paul Lee School Bus Safety Law including equipment installations and bus driver inspections of the interior of the bus after each trip with students on board.

2.3.3.7. **Other Equipment.** Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contractor's sole expense.

2.3.4. Fuel and Other Purchases. Contractor will purchase, at its sole expense, and provide the fuel Contractor uses in providing transportation services to District under this Contract. Unless approved otherwise by District in writing, Contractor shall use only diesel and, with District's written pre-approval, non-gasoline fuel for any vehicles that will be used to transport students under this Contract. Unless pre-approved by District in writing, District is not obligated to and shall not pay or reimburse Contractor for any materials, supplies or other items relating to services provided by Contractor under this Contract. Contractor shall be solely responsible for the cost of all labor, equipment, materials, and supplies necessary and proper to provide services to District under this Contract.

2.3.5. Right to Demand Replacement Vehicles. Notwithstanding the foregoing, in the event that a vehicle does not perform to the reasonable satisfaction of the District, the District shall have the right to request that vehicle be retired from service under this Agreement and be replaced with a vehicle satisfactory to the District.

## 2.4. Contractor Staffing Requirements.

2.4.1. Number of Drivers. At all times during the Contract Term, Contractor shall provide adequate number and qualified and trained drivers to cover all Bus Routes and such other transportation services as District may need. This includes substitute drivers knowledgeable of the routes and available to provide service if a regularly scheduled bus driver is not available to drive the route on any given day either due to a planned or unplanned absence.

2.4.2. Minimum Qualifications of Drivers.

2.4.2.1. Contractor shall employ only qualified drivers trained and licensed in

accordance with applicable California and federal laws to operate the vehicles that will be used to provide transportation services under this Contract.

- 2.4.2.2. Contractor shall assign the same driver to the same Bus Route whenever possible.
- 2.4.2.3. Drivers shall be knowledgeable of the contents of this Contract, excluding rate information; any transportation rules provided by District; all applicable laws regarding operation of vehicles and transportation of students; and District policies and regulations.
- 2.4.2.4. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds, and shall insure that such drivers exercise caution at all times.
- 2.4.2.5. All drivers shall be required to submit to controlled substance and alcohol testing as required by and in accordance with regulations of the United States Department of Transportation. Contractor shall adhere to District policy regarding drug and alcohol use. Contractor shall complete the certification attached hereto as **Exhibit "C"** and incorporated by reference.
- 2.4.2.6. Each driver shall have knowledge of the operation of the mobile two-way radio, and/or mobile phones and the federal regulations concerning their use.
- 2.4.2.7. All drivers shall be well groomed and in uniform with the name of Contractor imprinted (patch acceptable) on the front shirt pocket or sleeve area, so as to be easily visible. Contractor shall provide all drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which each driver shall wear at all times while on duty. Contractor shall require all drivers to have a time piece with them while on duty so that the drivers can maintain established scheduled times.
- 2.4.2.8. All drivers shall be trained and certified in cardiopulmonary resuscitation (CPR).
- 2.4.2.9. Contractor shall provide all drivers with training in car seat installation by a certified instructor. Additionally, when any student is identified as having specialized medical problems or needs, District will notify Contractor that the driver assigned to that student's Bus Route or Special Trip may require additional training to accommodate the student's condition.
- 2.4.2.10. All drivers and relief drivers shall participate in a safety program provided by Contractor. District shall be permitted to participate in

scheduled driver safety meetings for the purpose of coordination and articulating District's transportation programs and needs.

2.4.2.11. Contractor shall be solely responsible for hiring and discharging Contractor's drivers and other personnel who are employed to carry out this Contract and such personnel shall be and remain the employees of Contractor at all times and shall have no employee status or rights with regard to District. Contractor shall not enter into any agreement or arrangement with any employee, person, group, or organization that will, in any way, interfere with Contractor's ability to perform to the full extent of this Contract. Contractor is solely responsible for the assignment and discipline of Contractor's employees and all other matters incidental to the performance of services under this Contract and the control of Contractor's employees. District shall have the right to require Contractor to remove any driver from operating a vehicle on a Bus Route or Special Trip who, in District's determination, is not qualified to safely operate a vehicle in accordance with District's standards and goals; however, District's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on District's part.

2.4.3. Manager/Supervisor Staff. Contractor shall provide, at a minimum, the following management and supervisory staff:

2.4.3.1. Manager. To deal directly with District on all matters concerning the implementation and operation of this Contract.

2.4.3.2. Dispatcher. To be used for dispatching and controlling Bus Routes and schedule implementation as set forth in the Bus Route Schedule or agreed upon otherwise by the Parties (this may be a shared responsibility of the General Manager).

2.4.3.3. Driver Trainer and Safety Program Specialist. Shall be certified by the California Department of Education as a School Bus Instructor and shall be qualified to train Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures.

2.4.3.4. Fleet Maintenance Supervisor. To be responsible directly to the General Manager for the safety and mechanical condition of Contractor's vehicles. Contractor must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance and cost records on each vehicle, which records shall be available for District's inspection at all times.

2.4.3.5. Contact Person. Whenever a driver is on duty, there must be a Contractor contact available.

2.4.4. Standby Personnel. Contractor shall employ additional bus drivers and support staff required to cover absence of drivers and staff throughout the Contract Term. The number of substitute employees shall be at Contractor's discretion to assure that all established Bus Routes are covered at all times by qualified and trained drivers.

2.4.5. Fingerprinting and Criminal Background Check Certification.

2.4.5.1. Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present, will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to District the Fingerprinting Notice and Criminal Background Check Certification attached hereto as **Exhibit "D"** and incorporated by reference. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and Contractor's employees, and shall provide District with proof of Contractor's application for subsequent arrest notifications and with an updated Fingerprinting Notice and Criminal Check Certification if there are any changes to the information Contractor previously provided. Contractor must immediately remove from performance of services under this Contract any of Contractor's employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

2.4.5.2. Contractor shall indemnify, defend, and hold harmless District, the District Board of Education and their officers, employees, consultants, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with this Subsection.

2.4.5.3. Contractor's obligations and liabilities under this Subsection to District are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. The indemnity, defense, and hold harmless obligations in this Subsection shall survive the termination of this Contract.

2.4.6. Tuberculosis Clearance Certification. Contractor shall complete, sign, and deliver to District the Tuberculosis Clearance Certification or provide District with documentation satisfactory to District that each of Contractor's drivers who will provide services under this Contract has been examined and determined by a licensed physician or surgeon within four years of the Contract Effective Date to not have active tuberculosis. If during the Contract Term, any

of Contractor's drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Contract.

2.4.7. Workers Compensation Certification. Contractor shall complete, sign, and deliver to District the Workers Compensation Certification attached hereto as **Exhibit "E"** and incorporated by reference.

2.4.8. Student Safety and Information. To ensure student safety, all drivers shall personally check passenger safety devices on each vehicle as part of the pre-trip inspection. Contractor shall provide all drivers with training in car seat installation by a certified instructor.

2.4.9. District Observation. District reserves the right to observe any attendants or drivers at work to assess the interaction between students, attendants, and drivers. District does not accept any responsibility to supervise attendants or drivers.

**2.5. Training and Safety Program.** Contractor shall comply with all California laws governing the safe operation of the vehicles required by this Contract and the training of personnel as it relates to the safety of students transported under this Contract. As required by California Education Code Section 39831.5, the Contractor shall provide at least once each school year instructions on, but not limited to, school bus safety, school bus evacuation, and emergency exit drills. These drills shall be held within the first four weeks of each school year. If unexpected problems develop to prohibit such scheduled drills during this time, a make-up drill shall be scheduled as soon thereafter as possible.

**2.6. Transportation Safety Plan.** Marin Transit in partnership with the school Districts and the Contractor will develop a Transportation Safety Plan as required by AB 1297 (California Education Code section 39831.3) which requires all K-8 school districts in California to prepare a "Transportation Safety Plan" containing procedures for school personnel to follow to ensure the safe transport of pupils.

**2.7. Student Discipline on Vehicles.**

2.7.1. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be a reporting agent only and is not to perform acts of discipline upon any students.

2.7.2. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by driver.

2.7.3. Contractor will furnish Pupil Conduct Report as approved by District.

2.7.4. Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Pupil Conduct Report to District site administrator for disciplinary action, and/or suspension or removal from

riding on Contractor-operated vehicles.

2.7.5. Contractor's drivers and employees are not authorized to remove students from any vehicles.

2.7.6. District is responsible to inform students and parents of California laws regarding bus safety and behavior.

**2.8. Routing, Scheduling, and Operation of Vehicles.**

2.8.1. General Requirements.

2.8.1.1. Most students will be transported on a round-trip basis. The normal exceptions will be: (1) in case of illness in school, and (2) when parents transport their children to or from schools.

2.8.1.2. Most students will be picked up at a District authorized bus stop location or their residence. To aid Contractor in maintaining a timely schedule, District expects Contractor to wait for any student who is late to a Bus Stop no more than three minutes beyond the established pick up time. Contractor shall be consistent in the time of pick up at each Bus Stop.

2.8.2. Establishment and Scheduling of Bus Routes.

2.8.2.1. **Development of Bus Routes.** Before Contractor commences any transportation services under this Contract, routes for transporting students shall be developed (**individually "Bus Route" and collective "Bus Routes"**) and students shall be assigned to the Bus Routes.

2.8.2.2. **Bus Route Schedule.** Prior to July 1, 2023, and at least annually thereafter, and again on August 11, 2023, and at least annually thereafter, the Parties shall meet and confer to develop and agree upon a **"Bus Route Schedule"** that sets forth, at a minimum, the following information:

2.8.2.2.1. A designation of the Bus Route by a number or sequence of numbers and/or letters.

2.8.2.2.2. The starting and ending time of each run, and the sum of all times for all runs on the Bus Route rounded to the nearest quarter of an hour (15 minutes) (**"Daily Bus Route Time"**). The sum of all times for all runs on a Bus Route shall be considered consecutive for purposes of computing the Daily Bus Route Time despite the fact that the schedule for the Bus Route may require multiple, separate runs or trips in the morning and mid-day, and one or more runs in the afternoon. The Daily Bus Route Time shall be

computed starting at the pickup time of the first Bus Stop on a run and ending at the drop off time of the last Bus Stop on that run. All times before and after each run, which shall include, but are not limited to, the time for a vehicle to travel from Contractor's facilities to the first Bus Stop or to travel from the last Bus Stop drop off on a run to Contractor's facilities, shall not be computed as part of the Daily Bus Route Time.

2.8.2.2.3. The location of each pickup and drop-off of students along each Bus Route ("**Bus Stop**").

2.8.2.2.4. The time that a vehicle is scheduled to arrive for pickup and drop-off of students at each Bus Stop.

2.8.2.2.5. The total cost for the Bus Route per day ("**Daily Bus Route Rate**"), which Daily Bus Route Rate shall be computed pursuant to the Rate Schedule attached hereto as **Exhibit "B"** and incorporated by reference, to be interpreted in accordance with the terms and conditions herein, including without limitation the supplemental Terms and Conditions attached hereto as **Exhibit "F"** and incorporated by reference. If there is a conflict between the terms Exhibit "F" of this Agreement and those of any other portion of this Agreement, the terms of the portion of this Agreement other than Exhibit "F" shall control.

2.8.2.2.6. The date on which the Bus Route Schedule becomes effective.

2.8.2.2.7. The signature of each Party's Contact Person listed on Page 1 of this Contract.

2.8.2.3. Routing and Scheduling. District shall be responsible, with Contractor's full cooperation, for all routing and schedule of Bus Routes.

2.8.2.4. District Responsibilities. Unless agreed to in writing by the Parties otherwise, District shall have the following responsibilities:

2.8.2.4.1. Assign students to Bus Routes.

2.8.2.4.2. Establish arrival and departure times at schools.

2.8.2.4.3. Assign vehicle capacity to Bus Routes.

2.8.2.4.4. Provide timely information with respect to minimum day schedule.

2.8.2.4.5. Provide special instructions for students requiring special handling, treatment, and/or medication.

2.8.2.5. Dry Runs. To facilitate the development of Bus Routes and Bus Route Schedules, Contractor shall, prior to the opening of each school year and without charge, have each regularly assigned route driver accomplish two complete dry runs (practice runs without students) of his/her assigned route.

2.8.3. Changes to Bus Routes and Bus Route Schedule.

2.8.3.1. **District Initiated Changes.** District, with notice to Contractor, may:

2.8.3.1.1. Add or delete one or more Bus Routes at any time during the Contract Term. Contractor shall implement any such addition or deletion within 10 school days following Contractor's receipt of District's notice to do so.

2.8.3.1.2. Add or delete a pickup or drop-off Bus Stop on any Bus Route. Contractor shall implement such addition or deletion within two school days following the receipt of notice from District to do so.

2.8.3.1.3. Change the time of pickup and drop-off of students at any Bus Stop, or the starting and ending time of any run, on a Bus Route. Contractor shall implement the change no later than the second school day after District notifies Contractor of the change.

2.8.3.1.4. Add, suspend, or delete transportation services for any student. Contractor shall implement such addition, suspension, or deletion of transportation services the second school day following Contractor's receipt of notice to do so from District.

2.8.3.2. **Contractor-Initiated Changes.** If at any time during the Contract Term, Contractor determines that transportation services can be improved by revising a Bus Route, scheduling, and/or vehicle assignments, Contractor shall confer with and seek District's written approval before implementing any changes to any Bus Route.

2.8.3.3. **Amendments to Bus Route Schedule.** Any change, deletion, and/or addition to any Bus Route or any related information shall be reflected in writing in a revised Bus Route Schedule, which revised Bus Route Schedule shall state an effective date and be signed by each Party's Contact Person or designee.

2.8.3.4. **Fleet Additions and Reductions.** Rate adjustments shall be allowed in the event of an increase or decrease in the base number of school buses operated. The rate on all buses shall be increased 1% for every four (4) buses reduced, or decreased 1% for every four (4) buses added. The base number of buses that this adjustment will be based upon is 8 school buses, as described in the Price Schedule.

**2.9. Scheduling of Field Trips, Athletic Trips, and Trips for District-Sponsored Activities (collectively "Special Trips").**

2.9.1. Upon District's request and subject to availability of vehicles, Contractor shall provide transportation service for Special Trips. District shall provide notice to Contractor at least two business days before the scheduled Special Trip. If Contractor does not have the required vehicle(s) and/or personnel available at the time requested by District, an alternate time or date may be suggested by Contractor or District may retain, at District's own expense, another company or entity to provide transportation services for the Special Trip. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract or other Contract Documents.

2.9.2. District may cancel any scheduled Special Trip by notifying Contractor in writing by no later than 10:00 a.m. on the business day before the date of the Special Trip. Upon such notice and cancellation, District shall not be obligated to pay Contractor for services for the Special Trip. If notice of cancellation of a Special Trip is not provided to Contractor within the time stated here, District shall pay to Contractor \$50.00 for each Special Trip that District cancels. District shall not be obligated to pay Contractor for hours of services for the cancelled Special Trip.

**2.10. Unscheduled School Closing.**

2.10.1. District shall not be obligated to pay for any services by Contractor on those days when schools and classes are closed to insure the health and safety of students or for any other lawful reason. The decision as to the need for closing a school at the start of the day or for early dismissal during the day shall be made by District or other public agency.

2.10.2. Contractor shall, taking into consideration the safety of operations, operate during inclement weather conditions and will provide for appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, and approved by District under such inclement conditions. Foggy day schedules shall be determined by District or other public agencies and communicated to Contractor.

2.10.3. District shall notify Contractor of a cancelled Bus Route not less than one hour before the first scheduled pickup Bus Stop. If District fails to give Contractor this one-hour notification, District shall pay Contractor the driver(s)' actual time

or minimum call-out time, whichever is less.

**2.11. Accident Reports and Citations.** All accidents or citations that involve Contractor's personnel while in operation pursuant to this Contract shall be reported to District. Accidents involving injuries to students or other persons shall be reported to **District immediately** after Contractor is notified of them. Contractor may deliver accident information by telephone but Contractor must provide to District a written report, which includes all pertinent information, as soon as reasonably possible after each accident, but in no event later than three business days after the accident.

**2.12. Record Keeping, Retention, Inspection, and Audit.**

2.12.1. Contractor shall maintain and retain accurate books and accounting records of all services provided under, for costs billed pursuant to, and all documents required of Contractor under this Contract for at least five years after the termination of this Contract. Upon District's request, Contractor shall make all such books, accounting records, cost billings, and documents available for review, audit, and/or copying by District or District's designee. If this Contract involves the expenditure of funds from the State of California in excess of \$10,000, this Contract is subject to the State Auditor's examination and audit for three years after final payment under this Contract at District's request or as part of any audit of District. The obligations of this Subsection shall survive termination of this Contract.

2.12.2. Contractor shall provide to District within five business days of District's request all pertinent books, records, reports and documents requested by District, including but not limited to the following:

2.12.2.1. Weekly report on all late or missed trips or runs on any Bus Routes, and stating the cause of the problem and corrective action(s) taken.

2.12.2.2. Notification of hazards, problems or obstacles observed by Contractor personnel along any Bus Routes or relating to the Bus Route Schedule.

2.12.2.3. Accurate trip records showing Bus Route number, bus number, type of trip, number of students carried daily, time of route/trip and miles traveled.

2.12.2.4. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.

2.12.2.5. Monthly report of vehicles receiving preventative maintenance services.

2.12.2.6. Monthly report of vehicles receiving major repairs.

2.12.2.7. Monthly summary report of Special Trips, showing vehicle number, school elapsed time, mileage, District's authorization and District's cost.

2.12.3. District may carry out such monitoring, evaluation and auditing of any records required by this Contract as District may deem necessary after written notice to Contractor.

**2.13. Use and Handling of Confidential Records and Information.** To the extent Confidential Materials, as this term is defined in this Section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Contract, or as District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Contract; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **"Confidential Materials"** shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this Section shall survive the termination of this Contract.

**2.14. Required Documents.** At the same time as when Contractor delivers to District this Contract signed by Contractor, Contractor shall submit to District, at District's request and as applicable, all documents that District may require to establish the necessary process to make payment to Contractor.

**2.15. Certification Regarding Debarment, Suspension, and Other Ineligibility.** If this Contract is funded, in part or in whole, with federal funds, Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

### **3. TERM OF CONTRACT; COMMENCEMENT OF WORK; AND TERMINATION OF CONTRACT.**

#### **3.1. Contract Term and Renewal.**

3.1.1. This Contract shall be in effect commencing on the Contract Effective Date of **July 1, 2023** and shall continue in full force and effect to and including **June 30, 2026 ("Contract Term") [MAXIMUM OF 3 YEARS]**, unless this Contract is terminated during the Contract Term pursuant to this Article.

3.1.2. Where this Contract terminates by expiration of the Contract Term, two one-year renewal options will be available to the Parties as follows:

3.1.2.1. The Parties may mutually agree in a writing executed by the Parties and pursuant to Education Code section 39803 to renew this Contract for a successive period of one year.

3.1.2.2. This one-year renewal option may be exercised by the Parties up to two times.

**3.2. Commencement of Services.** Contractor shall commence services under this Contract no later than the **first** day of school. Because District operates education programs on multiple school sites, some of which are on schools operated by school districts, the first day of school will generally be determined by the school district in which the education program is located. Before Contractor may commence any services, the Parties must execute the Contract and Contractor must provide the proof of insurance and of all other documentation required by the Contract Documents.

**3.3. Grounds for Termination – For Cause.** This Contract shall terminate upon expiration of the Contract Term. During the Contract Term, this Contract may be terminated pursuant to the following:

3.3.1. Termination by District. District may terminate this Contract upon Contractor's material breach of one or more provisions of the Contract Documents or based on any of the following grounds, and after District has provided Contractor with notice as required by herein below:

3.3.1.1. Contractor refuses or fails to perform services as required under any Contract Documents.

3.3.1.2. Contractor fails to comply with any term or condition of the Contract Documents.

3.3.1.3. Contractor refuses or fails to provide vehicles and personnel in quantities and with qualifications required to provide services required by the Contract Documents.

3.3.1.4. Contractor furnishes, operates, or uses vehicles that do not conform to the requirements of the Contract Documents.

3.3.1.5. Contractor refuses or fails to comply with laws applicable to the services required by the Contract Documents, or District's instructions.

3.3.1.6. Contractor materially breaches one or more provisions of the Contract Documents.

3.3.2. Termination by Contractor. Contractor may terminate this Contract upon District's material breach of one or more provisions of the Contract Documents and after Contractor has provided District with notice as required by Section 3.3.3 below.

3.3.3. Notice of Termination. A Party intending to terminate this Contract pursuant to this **Grounds for Termination – For Cause** Section shall provide the breaching Party with written notice at least 30 days (**“Termination Notice Period”**) before the effective termination date and provide the breaching Party with five business days after the date of receipt of the notice to terminate to cure (**“Cure Period”**) unless the non-breaching Party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period and any mutually agreed upon time extension, if the breaching Party has not corrected the breach and provided written notice of completion of such corrective action to the non-breaching Party, this Contract shall terminate effective the day immediately following the expiration of the Cure Period without any further notice or actions by either Party.

**3.4. Additional Grounds for Termination.** Notwithstanding any provisions to the contrary in this Contract, this Contract shall terminate during the Contract Term pursuant to any of the following:

3.4.1. Conviction or Criminal Proceeding Involving Serious or Violent Felony. District, at District’s sole discretion and upon written notice by District to Contractor, may terminate this Contract, effective on the date stated in District’s notice of termination, if Contractor provides any driver or attendant who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).

3.4.2. Contractor Noncompliance with Applicable Laws. District, at District’s sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District’s written notice if Contractor, in performing services under this Contract, fails to comply with federal, state, local laws, and/or District policies that apply to Contractor’s performance of services required by the Contract Documents.

3.4.3. Receivership or Bankruptcy of, or Inability to Pay Debts by, Contractor. District, at District’s election and upon written notice to Contractor, may terminate this Contract effective on the date specified in District’s notice of termination if Contractor shall: (1) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (2) apply for, consent to, or have an order, judgment, or decree entered by a competent court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of Contractor or all or a substantial part of Contractor’s assets; (3) be unable to, fail to, or admit in writing to Contractor’s inability generally to pay Contractor’s debts as they become due; or (4) make a general assignment for the benefit of creditors.

3.4.4. Contractor Unauthorized Assignment or Transfer of Contract. Any assignment or transfer of this Contract by Contractor in violation of this Contract constitutes a material breach of this Contract and District, at District’s sole discretion and upon written notice to Contractor, may terminate this Contract

effective on the date stated in District's written notice.

- 3.4.5. Contractor Failure to Procure and Maintain Required Insurance. If Contractor fails to maintain any of the insurance required by this Contract, District, upon providing Contractor with written notice, may terminate this Contract effective on the date stated in District's written notice.
- 3.4.6. Non-Allocation of or Insufficient Allocated Funds. Upon written notice to Contractor, District may terminate this Contract effective on the date stated in District's notice if, during the Contract Term, District and/or other government agencies and/or grant or funding entities from whom District receives or is to receive funds to pay for this Contract: (1) reduce or eliminate some or all funds to pay for this Contract, (2) fail to or determine not to appropriate or allocate funds for future payments under this Contract, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments under this Contract.
- 3.4.7. License, Certification, or Permit. District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's license, certification, or permit required to provide services under this Contract has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

**3.5. Rights and Obligations upon Termination.** Upon termination of this Contract, the following shall apply and shall survive termination of this Contract:

- 3.5.1. Generally. Any terms or conditions that by their nature extend beyond the termination of this Contract shall survive the termination of this Contract and remain in effect thereafter until they are fulfilled.
- 3.5.2. Termination by District For Cause. If District terminates this Contract pursuant to the **Grounds for Termination – For Cause** Section, District may secure the services required by the Contract Documents from any other company or entity. If the cost to District to secure such services exceeds the cost under this Contract, the excess cost shall be charged to and collected from Contractor. This recovery is in addition to and not in limitation of any other rights or remedies available to District to recover damages or seek other remedies from Contractor under this Contract or applicable laws.
- 3.5.3. Payment. Upon termination of this Contract, Contractor shall be paid only for services that Contractor performed in accordance with this Contract before the effective date of termination and for which Contractor has submitted an invoice and documentation as required by District. District shall not be obligated to pay Contractor for any services that Contractor has not performed or has not performed in accordance with the Contract Documents, and District shall have no further liability to Contractor, whether pursuant to contract, law, or equity.

3.5.4. Return of District-Provided Records and Information. At District's request, all documents, records, data, information, and materials and other items that District provided to Contractor related to this Contract shall be returned to District no later than 30 days after the effective date of termination of this Contract or the date of District's request, whichever is earlier.

**3.6. Force Majeure.** No Party shall be liable for any failure or delay in performing this Contract if a Force Majeure Event caused the failure or delay and the Party seeking relief under this Section has provided the other Party with written notice of the occurrence of the Force Majeure Event, except that a failure to pay any amount due under this Contract shall not be excused by a Force Majeure Event where the required services has been performed in accordance with this Contract. A "**Force Majeure Event**" shall mean events or circumstances that are beyond a Party's reasonable control and occurring without the Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

**3.7. Suspension of Services.** Despite any provisions to the contrary in the Contract Documents, District shall have the right to suspend, delay, or interrupt any or all services at any time during the Contract Term upon written notice provided to Contractor at least 10 business days before the suspension, delay, or interruption begins. Such written notice shall state the beginning date and ending date of the suspension, delay, or interruption ("**Suspension Period**"). Unless the Parties agree in writing otherwise, the following shall apply upon District's exercise of its right under this Section: (1) Contractor shall not be entitled to any damages or additional compensation relating to, resulting from, or arising out of District's exercise of its right under this Section or the Suspension Period; and (2) Contractor shall resume performance of the Services on the next business day following the ending date of the Suspension Period.

**4. PAYMENT AND PAYMENT SCHEDULE.** As full consideration and compensation for Contractor's performance of the services required by this Contract, District shall pay Contractor in accordance with this Article.

**4.1. Amount of Compensation to Contractor.** District shall pay Contractor in accordance with the Bus Route Schedule, the Rate Schedule, and in accordance with this Payment and Payment Schedule Provision as they may be amended from time to time during the Contract Term. Time spent for transportation services under this Contract shall be calculated based on the amounts stated in Contractor's Proposal Form and as awarded by District, and in accordance with the following Subsections. Contractor agrees that the rates to be paid by District shall not exceed the rate(s) paid by other public agencies within Marin County, California and if lower rates are extended to other public agencies, those same rates shall be offered to District.

4.1.1. Bus Routes. District shall pay Contractor the Daily Bus Route Rate applicable to

that Bus Route for each school day that Contractor actually performs transportation services on that Bus Route.

4.1.2. Special Trips. Time spent for transportation services for *each* Special Trip shall be calculated as follows: (1) for picking up students, the total time commencing the time a vehicle departs from the first pick-up stop of students and continuing until the time the vehicle arrives at the destination specified by District; and (2) the total time commencing at the time a vehicle departs from the specified destination and continuing until the time the vehicle arrives at the last drop-off stop of students (**collectively “Special Trip Time”**). For purposes of calculation under this **Special Trips** Section, time shall be computed to the nearest quarter hour (15 minutes). To the extent possible before the start of a Special Trip, the Parties shall agree upon the terms and conditions for the Special Trip, which agreement shall include, at a minimum, a description of the Special Trip, the estimated time of travel involved, and the total cost of the Special Trip computed based on the Special Trip Rates stated in Contractor’s Proposal Form.

4.1.3. Lunch, Break, Other Leaves, and Layover. District is not obligated to pay Contractor for any time spent by Contractor’s employees for lunch, break, or other leaves before, during, or after a Bus Route or Special Trip and any such time shall not be included in the Daily Bus Route Time or Special Trip Time.

**4.2. Invoice Required of Contractor.** Contractor shall submit to District, each calendar month, a detailed invoice setting forth, at a minimum, a description of and the total cost for each Bus Route or Special Trip for which Contractor is requesting payment. Upon receipt of an invoice and if District has any objections to it and/or requires additional information or supporting documentation, District shall notify Contractor in writing and Contractor shall provide District with the required additional information and/or supporting documentation within five business days of Contractor’s receipt of District’s notice. Contractor shall include accurate monthly student counts in each monthly invoice to District. Contractor shall also provide District with year-end reports that include all accounting information as specified by District.

**4.3. Payment Schedule and Payment to Contractor.** District shall pay Contractor the amount due under an invoice within 30 days of District’s receipt and approval of an invoice. Contractor’s acceptance of final payment under this Contract shall constitute and operate as a release of all claims and liability by Contractor against District for any additional compensation or payment relating to any and all labor, services, equipment, supplies, and materials provided or performed under this Contract. However, District’s final payment shall in no way relieve Contractor of Contractor’s obligations under this Contract or for deficient work discovered after final payment.

**4.4. Rate Adjustments.** The prices set forth in the Proposal Form which the District shall pay the Contractor may be adjusted on July 1 of each contract year at least one year after the date of this Agreement pursuant to the following method of rate adjustment, provided the Contractor submits to the District in writing their request for rate adjustment no later than June 1, of that contract year.

- 4.4.1. Any rate adjustment shall be indexed to the United States Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose, CA Metropolitan Area issued in March of each year covered by the term of this Agreement for the preceding annual period.
- 4.4.2. Notwithstanding any other provision to the contrary, any upward or downward rate adjustment shall not exceed three percent (3%).

**4.5. Failure to Perform Required Services.**

- 4.5.1. Reduction of Fees. Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents shall subject Contractor to withholding of payment for those services.

4.5.1.1. **Missed Entire Bus Route.** If Contractor fails or refuses to perform services for an entire Bus Route, Contractor shall not charge, or shall credit if already paid, the District the daily route rate in Exhibit "B", for each day that such services are required except for delayed bus runs that are not caused by the Contractor (i.e. traffic accident, weather or other similar predicament), and for the purposes of assessing damages under this Section, when a vehicle is late by 30 minutes or more, Contractor will be considered to have missed either the entire Bus Route, or if applicable, will be considered to have missed the morning or afternoon portion of any such route.

4.5.1.2. **Missed Portion of Bus Route.** If Contractor fails, refuses, and/or delays to perform services for only a portion of a Bus Route or Contractor is late by more than 15 minutes on the Bus Route due to Contractor's fault, Contractor shall not charge, or shall credit if already paid, the District an amount equivalent to the ONE QUARTER TIMES (0.25X) the Daily Bus Route Rate applicable to the Bus Route ("Missed Portion Bus Route Charge"). Delayed bus runs that are not Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

4.5.1.3. **Missed Entire Special Trip.** If Contractor fails or refuses to perform services for an entire or any portion of a Special Trip, Contractor shall not charge, or shall credit if already paid, the District an amount equivalent to the ONE TIMES (1X) the total costs for the Special Trip ("Missed Special Trip Charge").

4.5.1.4. **Missed Portion of Special Trip.** If Contractor fails, refuses, and/or delays to perform services for only a portion of a Special Trip or

Contractor is late by more than 15 minutes on the Special Trip due to Contractor's fault, Contractor shall not charge, or shall credit if already paid, the District an amount equivalent to the ONE QUARTER TIMES (0.25X) the cost of the Special Trip ("Missed Portion Special Trip Charge"). Delayed bus runs that are not Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

4.5.1.5. **Mitigation Incentive.** Notwithstanding the foregoing provisions, in the event that a delay is caused by an inoperable bus, the District will, no more than once a week, waive imposing a Missed Entire Bus Route Charge, Missed Portion Bus Route Charge, or Missed Special Trip Charge if Contractor, within five (5) minutes of the time that the inoperable vehicle is scheduled to arrive for pickup and drop-off, notifies the District of the delay by telephone at (415) 419 - 2533, promises to provide an operable equivalent bus within 30 minutes of the time that the inoperable bus was scheduled to arrive for pickup, and actually provides an operable equivalent bus within 30 minutes of the time that the inoperable bus was scheduled to arrive for pickup.

4.5.1.6. **Missed Students.** If any student is not picked up and/or dropped off for a Bus Route or a Special Trip due to Contractor's fault, Contractor shall, on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a **Missed Portion Bus Route Charge** and a reduction of fees will be assessed accordingly.

The Contractor shall report every incidence of delay, missed route, or missed students to the District within twenty (20) minutes of occurrence in a manner and format acceptable to the District.

## 5. INSURANCE.

5.1. **Required Insurance.** Before the commencement of service, the vendor shall, at its expense, procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the vendor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the minimum levels of coverage as outlined below:

5.1.1. Workers' Compensation Insurance, including Employers' Liability, with limits of not less than \$1,000,000, covering all of CONTRACTOR's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of California.

5.1.2. General Liability Insurance covering the occupied and utilized Facilities provided by the District, other premises used for storage and maintenance of vehicles used in performance of the Contract, and bus stops, with limits of liability of not

less than \$2,000,000 each occurrence combined single limit and \$10,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability, and Liability for Independent CONTRACTOR.

- 5.1.3. Automobile Liability Insurance covering all Revenue Vehicles and Support Vehicles used in connection with the work performed under the Contract, with limits of not less than \$10,000,000 each occurrence combined single limit for bodily injury and property damage.
- 5.1.4. **District Coverage.** The District (and its Governing Body, officers, employees and agents) shall be named as an additional insured via additional insured endorsement for all commercial coverage for all District-owned or leased assets and for all liability coverage.
- 5.1.5. **Notice.** All insurance policies required in this Section shall be endorsed to provide a sixty (60) calendar day written notice of cancellation, renewal, or material change to the District.
- 5.1.6. **Umbrella Policy.** The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including a so-called umbrella liability policy, subject to prior approval of the District; provided that such umbrella policy provides all of the coverages required under subsection A.
- 5.1.7. **Self-Insurance.** Self-insurance programs are subject to prior approval by the District upon review of CONTRACTOR's financial capacity to provide such self-insurance. Any self-insurance program utilized by a CONTRACTOR must provide the District with at least the same coverage, limits of liability, and protection as would be afforded by first dollar insurance meeting the requirements of this Section.
- 5.1.8. **Minimum Insurance Requirements.** The types of insurance and limits of liability stated in this Section are the minimum acceptable to the District and shall in no way be construed as a limitation of CONTRACTOR's liabilities and obligations arising out of the performance of the Contract.
- 5.1.9. **Subcontractors.** CONTRACTOR shall require all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability as CONTRACTOR shall deem appropriate and adequate. CONTRACTOR shall obtain and make available for inspection by the District upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.
- 5.1.10. **District Approval.** All insurance required to be maintained or provided by CONTRACTOR and subcontractors shall be with companies and through policies approved by the District. All such Insurance Companies shall carry a Best's rating of A- or better Class VII and be licensed by the State of California. The District has the right to inspect in person, prior to commencement of the work, all of CONTRACTOR's insurance policies in regard to required insurance coverages.
- 5.1.11. **Certified Copies of Policies.** Proof that required insurance coverage exists shall be furnished to the District in the form of certified copies of insurance policies within seven (7) Days after receipt of notice of Contract award. Renewal or

replacement policies shall be furnished five (5) Days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract.

**5.2. Conditions Applicable to Required Insurance.**

- 5.2.1. Insurer Rating. The insurance required above, if it is provided through insurer(s), shall be provided by insurer(s) that are admitted by the State of California to transact insurance and have an A.M. Best rating of at least **A-VII** or higher. District, in its sole discretion, may waive this requirement.
- 5.2.2. Proof of Insurance and Notices. Contractor shall provide proof of the required insurance to District before commencing any services, including copies of all required endorsements required above. If the required insurance is provided through insurer(s), the following shall apply: (1) the insurance shall be endorsed to require that each insurer mail a written notice to District no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage of the insurance; (2) upon District's request, Contractor shall provide District with a certified copy, or other proof satisfactory to District, of any or all of the required insurance; and (3) Contractor shall provide District with proof of renewal of the required insurance, including all required endorsements, at least 15 days before the insurance expires.
- 5.2.3. Contractor's Insurance Primary. Contractor's insurance shall be endorsed to state that District's insurance coverage is in excess of Contractor's insurance coverage and will not contribute with Contractor's insurance with respect to any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, arising out of, resulting from, or caused by the act or omission of Contractor and/or Contractor's governing body, officers, employees, or agents.
- 5.2.4. Deductible or Self-Insured Retention. Any deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by District before their application. Contractor shall be solely responsible for payment of any deductibles or self-insured retentions for insurance that Contractor is required to procure under this Contract.
- 5.2.5. Claims-Made Policies. If any of the above-required insurance is written on a claims-made basis, Contractor shall provide an extended reporting period (i.e., tail coverage) for the coverage and limits specified in this Section available for District commencing on the effective termination date of this Contract and extending for four years from the effective termination date of this Contract.
- 5.2.6. Procurement by District in Event of Contractor Failure. If Contractor fails to provide any of the insurance as required above, District may, but is not obligated to, procure and maintain such insurance. If District elects to procure any of the above-required insurance, District shall provide Contractor with

written notice of this election at least 10 business days before District procures the insurance. After providing Contractor with the 10-business day notice and if District procures any of the above-required insurance pursuant to this Subsection, Contractor shall be responsible for the full cost of such insurance and shall reimburse such cost to District no later than 10 business days from the date of the invoice from District. If Contractor fails or refuses to do so, District may deduct the amount incurred to procure the insurance from any payment due to Contractor under this Contract.

**6. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.**

**6.1. Indemnity Obligations.** Excepting only such claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgment and expenses, including attorney's fees and costs (**collectively "Loss"**) that are caused by District's fault or negligence in which case District shall be responsible therefore only to the extent of and in proportion to District's liability, Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents (**collectively "District Personnel"**) from and against any Loss related to this Contract, including but not limited to, injuries to or death of any person; damage, loss, loss of use, or destruction of property of District or any third party; and compensatory damages, statutory and/or regulatory fines and penalties, and/or extra-contractual liability. While students are under the supervision of Contractor or riding in any vehicle operated by Contractor, the students shall be considered Contractor's agents for the purpose of this Section, and as such, Contractor shall be responsible for and owe a duty to defend, indemnify, and hold harmless the District Personnel and each school district or public agency on or to which site Contractor provides transportation services for any demands, claims, causes of action, actions, lawsuits, or liabilities arising or occurring out of any act or omission of the students or that are made by the students.

**6.2. No Limitation by Insurance and Survival.** Contractor's contractual and equitable indemnity obligations and liabilities are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. Contractor's contractual and equitable indemnity obligations and liabilities shall survive the termination of this Contract.

**7. DISPUTE RESOLUTION.**

**7.1. Meet and Confer.** The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Contract, including the alleged breach, interpretation, or application of this Contract.

**7.2. Mediation.** If the Parties are unable to agree upon a resolution during the meet-and-confer process, the Parties shall submit the dispute to a mediator, with each Party to pay one-half of the mediator's fees and costs. Each Party shall bear its own attorney's fees and costs that it may incur to participate in the mediation.

**7.3. Handling of Matters during Dispute.** During any dispute, District's decision, for the

time being, shall prevail, and Contractor shall perform this Contract as directed by District without prejudice to a final determination of the dispute. During a dispute regarding payment under this Contract, District shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, District shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Contract until after compliance with this Article.

**8. ADDITIONAL PROVISIONS.**

- 8.1. Entire Agreement and Amendment.** This Contract constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. Except as specifically provided in this Contract otherwise, this Contract shall be amended or modified only by a writing executed by the Parties.
- 8.2. Applicable Law, Venue, and Interpretation.** This Contract is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Contract shall be resolved or adjudicated in the appropriate state or federal court for Marin County, California, provided that nothing in this Contract constitutes a waiver of immunity to suit by District.
- 8.3. Execution by Facsimile or in Counterparts.** The Parties may sign this Contract in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Contract, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.
- 8.4. Independent Contractor.** Contractor is retained as an independent contractor. Contractor and its officers, employees, and agents are not officers, employees, or agents of District. Contractor shall not represent or hold out itself or any of its officers, partners, employees, or agents to be an employee or agent of District. Contractor shall be solely responsible for paying and shall pay all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. Contractor and its principals, officers, employees, and agents are not eligible to receive from District workers' compensation, medical, indemnity or retirement benefits. This Contract shall not be construed to create a partnership or joint venture between the Parties.
- 8.5. Non-Discrimination.** Contractor shall not discriminate against any of its prospective or active employees based on race, color, ancestry, national origin, sex, religious creed or any other protected status, and shall comply with applicable federal and California laws, including but not limited to, the California Fair Employment and Housing Act.

- 8.6. Notices.** Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if so requested.
- 8.7. Assignment and Transfer.** Contractor shall not assign or transfer any of Contractor's rights or obligations under this Contract, including by operation of law or change of control or merger, without District's prior written consent.
- 8.8. Waiver.** Any failure by a Party to comply with any covenant, term, or condition of this Contract may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this Contract shall not constitute a waiver of, or estoppel with respect to that covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Contract shall not be deemed or constitute a waiver by that Party of any other provision of this Contract, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agrees to a continuing waiver in writing.
- 8.9. Severability.** If a court of competent jurisdiction holds any provision of this Contract void, illegal, or unenforceable, this Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Contract. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Contract, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Contract.
- 8.10. Provisions Required by Law Deemed Inserted.** Each provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein.
- 8.11. Advertising.** A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.
- 8.12. Binding Effect and Third Party Benefits.** This Contract is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Contract). Nothing in this Contract creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.
- 8.13. Cumulative Rights and Remedies.** Unless specifically provided in this Contract, no right or remedy in this Contract provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this Contract, or now or hereafter existing at law or in equity.

**8.14. Headings.** The headings in this Contract are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Contract or of any of the provisions of this Contract. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this Contract.

**8.15. Piggyback Clause.** For the term of the Contract, and any mutually agreed extension(s) pursuant to this request forbid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives it right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections.

Indicate selection (both parties must initial):

Piggyback Provision is granted: \_\_\_\_\_  
Piggyback Provision is granted for the following areas: \_\_\_\_\_  
Piggyback Provision is not granted: \_\_\_\_\_

Accepted and agreed on the date indicated below:

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
**School District**

\_\_\_\_\_  
**, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT "A" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – SERVICES**

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CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES:

DRAFT

**EXHIBIT "B" " TO PUPIL TRANSPORTATION SERVICES AGREEMENT – RATE SCHEDULE**

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CONTRACTOR WILL PROVIDE THE SERVICES BASED UPON THE FOLLOWING RATE SCHEDULE, AS MORE PRECISELY DESCRIBED IN EXHIBIT "A":

DRAFT

**EXHIBIT "C" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – DRUG-FREE WORKPLACE  
CERTIFICATION**

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CONTRACT NO.: \_\_\_\_\_ between the \_\_\_\_\_ School District  
(the "District") \_\_\_\_\_ (the "Contractor" or the "Proposer") (the "Contract").

The District is not a "state agency" as defined in Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, but the District is a public school district under California law that requires all contractors providing services to District to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Contractor agrees to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

Contractor also understands that if the District determines that it has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understand that, if it violates the terms of the Drug-Free Workplace Act of 1990, it may be subject to debarment in accordance with the requirements of section 8350 et seq.

Contractor acknowledges that it is aware of the provisions of Government Code section 8350 et seq. and hereby certifies that it will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "D" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – CRIMINAL BACKGROUND  
INVESTIGATION/FINGERPRINTING CERTIFICATION**

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PROJECT/CONTRACT NO.: \_\_\_\_\_ between the \_\_\_\_\_ School District ("District") and \_\_\_\_\_ ("Contractor" or "Proposer") for pupil transportation services ("Contract").

The undersigned does hereby certify to the governing board of the District as follows:

The undersigned is an authorized representative of the Contractor currently under contract for the above-described Contract with the District; that the undersigned is familiar with the facts herein certified, and is authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "E" TO PUPIL TRANSPORTATION SERVICES AGREEMENT - WORKERS' COMPENSATION  
CERTIFICATION**

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CONTRACT NO.: \_\_\_\_\_ between \_\_\_\_\_ District (the "District")  
and \_\_\_\_\_ (the "Contractor" or the "Proposer") (the  
"Contract").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**EXHIBIT "F" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – SUPPLEMENTAL TERMS AND  
CONDITIONS**

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[SUBJECT TO REVISION BASED ON DISTRICT'S NEEDS]

**a) Daily Bus Service Time**

i) The Contractor's pricing will primarily be structured upon the length of time required for a vehicle to complete its regularly assigned daily route package. The District will assemble individual Transportation routes in time tiers, potentially serving multiple schools in succession. The route package time of service will start when the first scheduled student rider boarding occurs for either the morning home-to-school, or afternoon school-to-home component and ends when the last scheduled student debarkation occurs at the final school destination in the morning or the final scheduled stop in the afternoon. The combination of the morning and the afternoon route package time of service constitutes the **Daily Bus Service Time**. The Daily Bus Service Time of any individual route may also include all or a portion of mid-day and/or post-day bus route at the discretion of the District. If mid-day or post-day segments are included, then the morning or afternoon route package time of service will continue from the last scheduled student debarkation at the final morning home-to-school destination (or from the final scheduled home-to-school stop in the afternoon) to the final scheduled stop of the mid-day or post-day routing component to be included in the Daily Bus Service Time.

(1) Vehicle operating time expended transiting from the Contractor's assigned vehicle parking location to the first scheduled student boarding in either the morning or afternoon component of the service day **shall not** be included in the Daily Bus Service Time.

(2) Vehicle operating time expended transiting from the final scheduled student debarkation to the Contractor's assigned vehicle parking location in either the morning or afternoon component of the service day **shall not** be included in the Daily Bus Service Time.

(3) Vehicle operating time expended transiting empty of student riders at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.

(4) Vehicle time expended empty of student riders and waiting for a subsequent component of the route package to start at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.

(5) Daily Bus Service Time is calculated in accordance with scheduled route data as

determined by the District and operated by the Contractor following all of the requirements of this Agreement.

- (6) Daily Bus Service Time will be rounded to the nearest fifteen (15) minute increment.
- (7) Occasional variances in planned versus actual Daily Bus Service Time of fifteen (15) minutes or less will receive no adjustment to compensation.
- (8) Recurring variances in planned versus actual Daily Bus Service Time of any length may result in a compensation change following verification by the District and adjustment to the scheduled route data. The Contractor must report recurring variances to the District immediately on their identification notwithstanding any other reporting requirements of this Agreement.

**b) Route Packages**

- i) The Daily Bus Service Time will be comprised of a package of routing components as determined by the District. Route components may include any combination of regular or special needs students of any grade level, one or multiple schools or program types, any number of bus stops, and service to any location within the geographic area defined by this Agreement.
- ii) Route packages will be assembled such that individual assigned vehicles are performing logical and efficient combinations of routing components in the morning and again in the afternoon, to the extent feasible.
- iii) Route packages will be assembled such that the assigned vehicle type, size and equipment requirements are common to all routing components in the package, to the extent feasible.
- iv) Route packages will be assembled such that the composition of the Contractor fleet is considered in matching requirements to available bus types, to the extent feasible.
- v) The District will schedule some routing components on a recurring, but not on a daily basis. The District will treat any such component occurring on three (3) or more service days during a regular five (5) day service week as a regular recurring service for compensation purposes.
- vi) Any regular routing component that occurs on a recurring basis but less than three (3) service days in any regular five (5) day service week will be treated as an additional supplemental service for compensation purposes.
- vii) Morning and afternoon route packages will be paired as efficiently as possible by the

District, with the morning and afternoon schools and programs served being the same, to the extent feasible.

viii) The Contractor will assign the same driver to both the morning and afternoon package of runs, to the extent feasible.

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711 Grand Ave, #110  
San Rafael, CA 94901  
ph: 415.226.0855  
[marintransit.org](http://marintransit.org)

### Board of Directors

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Alternate  
Town of Corte Madera

April 3, 2023

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

### **Subject: Contract with Carpi & Clay, Inc. for Federal Legislative Advocacy Services**

Dear Board Members:

#### **Recommendation**

Award contract and authorize Board President to execute contract with Carpi & Clay, Inc. for Federal Legislative Advocacy Services for three years with two additional one-year options in an amount not to exceed \$187,500.

#### **Summary**

Staff recommends that your Board approve a contract (#1176) with Carpi & Clay, Inc. to provide Federal Legislative Advocacy Services for three years with two additional one-year options. The contract includes federal liaison and funding advocacy services.

#### **Background**

On November 8, 2022, Marin Transit issued a Request for Proposals (RFP) for Federal Legislative Advocacy Services. Responses were due December 5, 2022. Marin Transit received four proposals from qualified firms. An evaluation panel was convened to review the proposals based on the criteria specified in the RFP and conducted four interviews in February and March of 2023.

#### **Discussion**

The panel concluded that Carpi & Clay, Inc. demonstrated the greatest understanding of the District's federal advocacy goals. Carpi & Clay propose two seasoned professionals as Marin Transit's representatives, facilitating communications and responsiveness. They understand how to tailor the advocacy approach to an agency Marin Transit's size and have done so with other clients. Carpi & Clay bring decades of experience at the federal level and a deep understanding of the California political landscape. Further, the evaluation panel found the pricing and cost structure of the proposal to be competitive in the current market. Proposed costs are shown in Table 1.



**Table 1: Contract Expense By Year**

	Base Term*			Option Years*	
	Year One	Year Two	Year Three	Year Four	Year Five
<b>Monthly Retainer</b>	\$5,000	\$5,000	\$5,000	\$6,000	\$6,000
<b>Annual Cost (Monthly retainer x12)</b>	\$60,000	\$60,000	\$60,000	\$72,000	\$72,000
<b>Travel Costs (list below)</b>					
Airfare	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Accommodations	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Car Rental	\$500	\$500	\$500	\$500	\$500
<b>Total Annual Cost</b>	\$62,500	\$62,500	\$62,500	\$74,500	\$74,500

\*Fees beyond June 30, 2023 are contingent on budget approval and funding availability.

**Fiscal/Staffing Impact**

The cost to Marin Transit for the services to be provided shall not exceed the maximum sum of \$187,500, including direct non-salary expenses for the three base contract years. The contract expenses are within the District’s current FY2022/23 budget for Professional Services in the Administration Operations budget and will be included in the FY2023/24 budget.

Respectfully Submitted,

Nancy E Whelan  
General Manager

**Attachment A:** MCTD Carpi & Clay Inc Contract #1176

**MARIN COUNTY TRANSIT DISTRICT  
PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made and entered into this 3rd day of April, 2023, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Carpi & Clay, Inc, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, District desires to retain a person or firm to provide the following service: Federal Legislative Advocacy Services; and

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

The District agrees to:

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

**3. FEES AND PAYMENT SCHEDULE:**

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

**4. MAXIMUM COST TO DISTRICT:**

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$187,500** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on April 3, 2023, and shall terminate on April 2, 2026. The contract includes two additional option years. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

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

## Attachment A

### Commercial Automobile Liability:

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

### Workers' Compensation:

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

### Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

### **7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

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

### **8. SUBCONTRACTING:**

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

### **9. ASSIGNMENT:**

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

### **10. LICENSING AND PERMITS:**

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

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

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

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

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

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

**13. TERMINATION:**

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

**14. APPROPRIATIONS:**

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

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

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

**17. ASSIGNMENT OF PERSONNEL:**

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

**18. JURISDICTION AND VENUE:**

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

**19. INDEMNIFICATION:**

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

**20. COMPLIANCE WITH APPLICABLE LAWS:**

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

1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any Federal Transit Administration grant funds, Exhibit D must be attached. Exhibit D provides all Federal Transit Administration Contract Provisions relevant to this Contract.
4. For Contracts involving any State or Federal grant funds, Exhibit E must be attached. Exhibit E shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

**Exhibit E - Debarment Certification**

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

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - re not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Attachment A

- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**21. NOTICES:**

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

Contract Manager: Nancy Whelan, General Manager

Dept./Location: Marin Transit, 711 Grand Ave, Suite 110 San Rafael CA 94901

Telephone No.: 415-226-0864 email: nwhelan@marintransit.org

Notices shall be given to Contractor at the following address:

Contractor: Carpi & Clay Inc. Julie Minerva

Address: 601 New Jersey Ave, NW, Suite 300, Washington DC 20001

Telephone No.: 202-822-8300 email: jminerva@carpiclay.com

**22. ACKNOWLEDGEMENT OF EXHIBITS**

Check applicable Exhibits

**CONTRACTOR'S  
INITIALS**

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

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

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED BY**

**MARIN COUNTY TRANSIT DISTRICT:**

By: \_\_\_\_\_

=====

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

County Counsel: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT "A"

## SCOPE OF SERVICES (required)

**1. Federal Liaison Efforts**

- a. Represent and advocate for, as authorized, MCTD and assist in developing relationships with members of Congress and Congressional staff, Executive branch officials, relevant staff members for appropriations, congressional committees and federal agencies.
- b. Monitor participation in relevant coalitions, organization, and forums, and keep MCTD informed of significant developments.
- c. Schedule visits, arrange appointments and prepare agendas for MCTD officials to meet with members of Congress, Congressional staff, Senate and House committee members, and Federal agency officials locally and in Washington, D.C, as appropriate.
- d. Advise MCTD staff and officials on a strategy for advocating MCTD's interests to elected and appointed federal officials and legislative staff and assist in strategic plan development when requested.
- e. Assist with the development and distribution of issues analyses, background briefing/white papers, talking points, correspondence and other materials as requested to convey the goals and priorities of MCTD to members of Congress and the Administration.

**2. Funding Advocacy Efforts**

- a. Develop strategies and advocate for opportunities to attract federal funds from transportation and non-transportation resources to support MCTD's programs, projects and services.
- b. Identify, evaluate and assist MCTD in seeking any other federal grants or funding opportunities that may also apply to key projects.
- c. Work with MCTD to advocate for MCTD's project and program interests in the relevant annual federal appropriations process, in any federal authorization legislation, and through any other appropriate congressional, federal agencies and administrative avenues.
- d. Work with each of the relevant members of the California delegation and relevant Committee staff on understanding federal funding priorities and how MCTD's projects and programs can be best positioned to take advantage of funding opportunities.
- e. Assist in drafting and managing funding proposals and grant applications such that they will be scored as advantageously as possible against the identified criteria and priorities.
- f. As needed, assist in drafting fact sheets and white paper reports geared toward elected officials and their staff justifying project requests in simple and straightforward language.

### **3. Legislative Efforts**

- a. Inform MCTD of pertinent Federal legislation, policy, and regulations germane to MCTD's policies, projects and programs. Proactively identify legislative opportunities, and analyze and track pertinent bills, amendments, and resolutions in a timely manner.
- b. Assist in the development and proposal of bills or amendments needed to achieve MCTD's goals or advance its priorities. Work with legislative staff and officials to advocate the passage of the aforementioned bills or amendments.
- c. Be available as needed to meet / conference with MCTD to provide timely legislative updates to MCTD staff and respond to regular staff inquiries related to the advancement of MCTD's federal legislative goals.

### **4. Deliverables**

- a. A brief reporting summary shall accompany the monthly invoices submitted to MCTD. This reporting shall describe the work performed during the month and the number of resources allocated toward specific projects.
- b. On an as-needed basis, provide a written status report to MCTD on pending relevant legislation, budgetary issues, administrative policies and other developments at the federal level that are of interest to MCTD. Provide legislative updates and make presentations to MCTD as needed.
- c. Participate in periodic meetings (via conference call or in-person) with MCTD staff and officials. Periodic coordination calls with relevant local agencies such as the Transportation Authority of Marin, the County of Marin, and the San Francisco Bay Area Metropolitan Transportation Commission may be required.

## EXHIBIT "B"

## FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** DISTRICT shall pay CONTRACTOR a contract fee of \$5,000.00 per month not to exceed \$120,000.00 per the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.
- (2) **MILEAGE.** DISTRICT shall not pay CONTRACTOR for mileage in a private, leased or hired vehicles as required by this Contract.
- (3) **TRAVEL COSTS.** DISTRICT shall pay CONTRACTOR for airfare, lodging, and car rental costs included in this Contract. DISTRICT shall not pay for CONTRACTOR for meals, lodging, or other travel costs not included in this contract. All costs above base contract fee (the not to exceed limit) are capped at \$2,500.00 per contract year.
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is three (3) years. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$187,500.00.

	Base Term			Option Years	
	Year One	Year Two	Year Three	Year Four*	Year Five*
<b>Monthly Retainer</b>	\$5,000	\$5,000	\$5,000	\$6,000	\$6,000
<b>Annual Cost (Monthly retainer x12)</b>	\$60,000	\$60,000	\$60,000	\$72,000	\$72,000
<b>Travel Costs (list below)</b>					
Airfare	\$1,000	\$1000	\$1000	\$1000	\$1000
Accommodations	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Car Rental	\$500	\$500	\$500	\$500	\$500
<b>Total Annual Cost</b>	\$62,500	\$62,500	\$62,500	\$74,500	\$74,500
<b>Total Cost</b>			<b>\$187,500</b>		

\*Fees beyond June 30, 2023 are contingent on budget approval and funding availability.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

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

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

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

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


Contract Manager Signature:

---

Date:

---

---

DRAFT



711 Grand Ave, #110  
San Rafael, CA 94901  
ph: 415.226.0855  
[marintransit.org](http://marintransit.org)

### Board of Directors

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Supervisor District 2

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Town of San Anselmo

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2nd Vice President  
Supervisor District 5

#### Mary Sackett

Director  
Supervisor District 1

#### Stephanie

**Moulton-Peters**  
Director  
Supervisor District 3

#### Dennis Rodoni

Director  
Supervisor District 4

#### Maribeth Bushey

Director  
City of San Rafael

#### Fred Casissa

Alternate  
Town of Corte Madera

April 3, 2023

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

### **Subject: Policy Updates: Marin Transit's Personnel Policies and Procedures and Diversity Program for Contracts**

Dear Board Members:

#### **Recommendation**

Approve update to Marin Transit's Personnel Policies & Procedures: Section 4.5.4 Bereavement Leave, and the change to the Disadvantaged Business Enterprise Liaison Officer (DBELO) identified in the District's Diversity Program for Contracts and Overall Disadvantaged Business Enterprise (DBE) Goal.

#### **Summary**

Updates to California's employment law in January 2023 and staffing changes at the District require updates to the Personnel Policies & Procedures and the DBE Goal and Diversity Program for Contracts polices. Staff recommends that bereavement leave be increased to the statutory minimum five days and that the five days be paid leave.

#### **Personnel Polices & Procedures**

California State Assembly Bill (AB) 1949, effective January 1, 2023, requires that employers with five or more employees provide five days of unpaid bereavement leave. AB 1949 further allows for bereavement leave to be taken nonconsecutively within 30 days of the first day of the leave.

The District currently grants three consecutive days of paid bereavement leave to regular employees in the case of the death of covered family members, per occurrence. Staff recommends increasing bereavement leave to the required five days as paid leave.

Section 4.5.4 of the District's Personnel Policies and Procedures now reads as follows:

**4.5.4 Bereavement Leave:** *Bereavement leave is leave with pay up to five (5) working days that may be granted in the case of the death of an employee's parent, spouse, domestic partner, sibling, son, daughter, grandparent, or in-law. Bereavement leave days may be taken nonconsecutively. Bereavement leave shall be taken within 30 days of the first day of the leave, per occurrence. The*



*General Manager may grant an employee bereavement leave for a person whose relationship is essentially similar to the aforesaid relationships.*

### **Disadvantaged Business Enterprise Liason Officer (DBELO)**

As a direct recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) of the United States Department of Transportation, Marin Transit is required to implement a DBE program in accordance with Title 49 Code of Federal Regulations (CFR) Part 26. The District is required to identify a member of staff with a direct and independent reporting relationship to the District's General Manager to act as DBELO to ensure adherence to regulations and provide required reporting to FTA and Caltrans on behalf of FHWA.

The General Manager has named the District's Senior Procurement & Contracts Analyst Cliff Cortes to perform the duties of the DBELO. The Senior Procurement & Contracts Analyst is a new position at the District and best suited to assist the District in meeting its DBE goals and supporting opportunities for DBE contractors. Currently Capital Analyst Keith Green holds the position of DBELO.

The District's Diversity Program for Contracts policy and Overall Disadvantaged Business Enterprise (DBE) Goal for Fiscal Years 2023-2025 are now updated to reflect the staffing change and contact information. The Diversity Program for Contracts policy *VIII. Exhibit B Marin Transit Organization Chart* (Attachment A) illustrates the reporting relationship between the new DBELO and the General Manager.

### **Fiscal/Staffing Impact**

There are no fiscal impacts associated with this item. The policy change will have a small impact on staffing due to the increase from three to five paid bereavement leave per occurrence. The leave is used infrequently and no additional staffing will be needed to cover the leave hours.

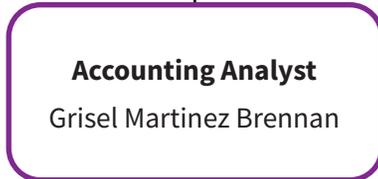
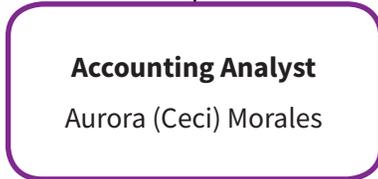
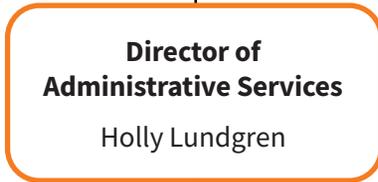
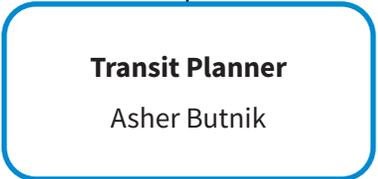
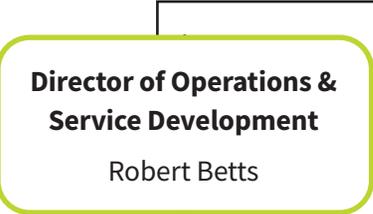
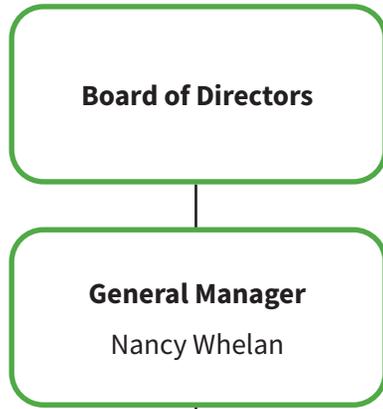
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Holly B. Lundgren".

Holly Lundgren

Director of Administrative Services

**Attachment A:** VIII. Exhibit B: Marin Transit Organization Chart





711 Grand Ave, #110  
San Rafael, CA 94901  
ph: 415.226.0855  
[marintransit.org](http://marintransit.org)

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#### **Maribeth Bushey**

Director  
City of San Rafael

#### **Fred Casissa**

Alternate  
Town of Corte Madera

April 3, 2023

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

**Subject: Resolution 2023-02 for application for Low Carbon Transit Operations Program (LCTOP)**

Dear Board Members:

### **Recommendation**

Adopt resolution for application to Caltrans for Senate Bill 862 LCTOP funds.

### **Summary**

Staff requests that your Board approve the attached resolution for FY 2022/23 Low Carbon Transit Operations Program (LCTOP) funds (#2023-02). This program is one of several established under Senate Bill (SB) 862, approved in 2014. SB 862 is commonly referred to as the Cap-and-Trade bill. LCTOP provides assistance to transit agencies to reduce their greenhouse gas emissions and improve mobility, with emphasis on benefiting disadvantaged communities.

Marin Transit will request \$762,169 in LCTOP funds in FY 2022/23. Under the current fiscal year guidelines, Marin Transit will request revenue-based funds directly allocated to the District and will receive 61% of the Marin County population-based funds. Marin Transit shares the Marin County population-based funds with the Golden Gate Bridge Highway & Transportation District and Sonoma-Marín Area Rail Transit (SMART). The three agencies divide the population-based funds based on their proportional shares of ridership and service levels in Marin County. Marin Transit has increased to 61% from around 40% in prior years due to the District's strong ridership retention throughout the pandemic.

Marin Transit will request that Caltrans program the funds to the construction of charging infrastructure for ZEB vehicles and a solar microgrid at the District's new parking facility. Marin Transit bought property at 3010/3020 Kerner Blvd in San Rafael in 2022, adjacent to the new paratransit maintenance facility. These funds will be used for the construction of EV infrastructure and an associated solar microgrid on the site and part of a larger construction project for the site that includes paving, fencing, and lighting of the property. Electrification of the property will help meet the District's zero-emission fleet transition plan and the solar capacity will improved the District's resiliency. Initially the property will be used to charge the District's anticipated EV shuttle.



Marin Transit anticipates releasing an RFB for construction in late 2023.

**Fiscal/Staffing Impact**

The \$809,815 in FY 2022/23 LCTOP funds will be combined with \$693,184 in FTA Section 5307 funds and additional capital reserve funding for construction of the 3010/3020 parking facility and EV infrastructure. The construction estimate for the full project at 3010/3020 Kerner has not been finalized and will depend on both available funding and what components the District is able to afford. Staff is working with BKF Engineer to develop the design and bid package and the construction project will be included in the FY2023/24 Capital Budget.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "L. Gradia".

Lauren Gradia  
Director of Finance and Capital Programs

**Attachment A:** 2023-02 LCTOP Resolution

**RESOLUTION #2023-02**

**AUTHORIZATION FOR THE EXECUTION OF THE  
THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT:**

Purchase ZEB Charging Infrastructure and Solar Microgrid  
\$409,195 Population-Based Funds and \$400,620 Revenue-Based Funds

**WHEREAS**, the Marin County Transit District (the District) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the District wishes to implement the LCTOP project(s) listed above,

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the District that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2022-23 LCTOP funds:

*Project Name: **Purchase ZEB Charging Infrastructure and Solar Microgrid***

*Amount of LCTOP funds requested: **\$809,815***

*Short description of project: **Provide local matching funds for the purchase of ZEB Charging Infrastructure and Solar Microgrid***

*Contributing Sponsors (if applicable): **Metropolitan Transportation Commission (MTC) for population-based funds only.***

**APPROVED AND PASSED** this 3th day of April 2023

**Agency Board Designee:**

BY: \_\_\_\_\_



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Director  
Supervisor District 4

#### **Maribeth Bushey**

Director  
City of San Rafael

#### **Fred Casissa**

Alternate  
Town of Corte Madera

April 3, 2023

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

### **Subject: U.S. Highway 101 Tamalpais Overcrossing Project**

Dear Board Members:

#### **Recommendation**

This item is for information only.

#### **Summary**

Caltrans is finalizing its environmental document on the U.S. 101 Tamalpais Overcrossing Project. Marin Transit staff and Golden Gate Bridge, Highway and Transportation District staff have collaborated on comments on the project and submitted a joint letter identifying several unresolved concerns.

#### **Background**

Caltrans proposes to upgrade the structure over U.S. 101 at Tamalpais Drive Overcrossing in the Town of Corte Madera by replacing the existing nonstandard pedestrian facilities with Americans with Disabilities Act (ADA) compliant features. The project also includes seismic structural improvements, intersection modifications, reconfiguration of the U.S. 101 on/off-ramps, and repairs and maintenance of the existing structure.

The project proposes significant modifications to the existing interchange that will impact transit operations and the low-income and minority bus riders served at the freeway bus pads. All of the proposed alternatives studied include removal of one or both of the freeway bus pads and propose to replace them with bus stops within the on/off ramps. This proposal would introduce additional travel time and delay for the hundreds of buses serving these stops and transit rides.

In the attached letter to Caltrans District 4 Director El-Tawansy, Marin Transit and GGBHTD staff outline the transit agency concerns and propose design features that would mitigate the bus delays introduced by the project. Resolution of the transit issues at this interchange is important because Caltrans plans to remove all freeway bus pads on the U.S. 101 corridor over time, and this design will be precedent setting.



Caltrans' deadline to finalize the environmental document is March 31, 2023. Director El-Tawansy has received our letter and indicated they will follow up shortly.

**Fiscal/Staffing Impact**

None.

Respectfully Submitted,

A handwritten signature in black ink that reads "Nancy E. Whelan".

Nancy E Whelan  
General Manager

**Attachment A:** Marin Transit and Golden Gate Bridge, Highway and Transportation District letter to Caltrans dated March 24, 2023



March 24, 2023

Dina A. El-Tawansy, PE, PMP  
District Director  
California Department of Transportation  
District 4  
111 Grand Avenue  
Oakland, CA 94612

**RE: Marin County U.S. Highway 101 Tamalpais Overcrossing Project, EA 04-4J860:  
Mrn 101 PM 7.40**

Dear Ms. El-Tawansy:

As the primary transit agencies serving Marin County, the Golden Gate Bridge, Highway and Transportation District (Golden Gate Transit) and Marin Transit rely on the safe and efficient movement of pedestrians, bicyclists, and vehicles through each of the interchanges along Highway 101 throughout Marin County. Golden Gate Transit and Marin Transit collectively provide transit service that substantially reduces traffic and congestion on the Golden Gate Bridge and on roadways throughout Marin County and provide lifeline services to the most vulnerable members of Marin County.

Golden Gate Transit and Marin Transit have been serving the existing freeway bus pads within the Tamalpais interchange for over 50 years. The bus pads have provided the transit agencies with a means of providing efficient service to its regional and local bus patrons, allowing buses to quickly stop to pick-up and discharge passengers and then re-enter the roadway without interfacing with other traffic and associated traffic signals.

The majority of the passengers that are on the bus trips that stop at this interchange are low-income people of color. How alternatives or design considerations impact this community must be disclosed and accounted for as part of the decision-making process, and decisions should strive to not negatively impact these individuals.

In July of last year, the transit agencies were notified of the impending approval of the *Marin County U.S. Highway 101 Tamalpais Overcrossing Project Initial Study with Proposed Negative Declaration (IS/ND)*. The transit agencies conceptually support the project, for which the listed primary objectives are to provide ADA compliant access across U.S. 101, seismic improvements and repairs, and maintenance of the existing structure. We further support the new aims of the project to provide Complete Streets and improve pedestrian safety. However, transit is a crucial part of Complete Streets, and we have lingering concerns that must be addressed to assure the viability of transit through the interchange. While the environmental document was due to be finalized on December 31, 2022, Caltrans staff extended the deadline to March 31, 2023 in response to these concerns. We appreciate this extension and the additional attention that is being given to transit concerns.

The project proposes significant modifications to the existing interchange. These modifications would have major impacts on transit operations and low-income, minority bus riders.

All of the proposed alternatives in the IS/ND include removal of one or both of the freeway bus pads and propose to replace them with bus stops within the on/off ramps. This proposal would introduce additional travel time and delay for the 82 GGT buses (42 northbound and 40 southbound) serving these stops on weekdays and 58 buses (29 northbound and 29 southbound) serving these stops on weekends, as well as the 146 Marin Transit buses use those stops every weekday (73 in each direction), and 138 buses use those stops every weekend day (69 in each direction).

The lack of consultation with the transit agencies has led to a situation where transit service, and the needs of bus riders, were not given proper consideration in the development of the alternatives with respect to efficiency, operations, delays, alternative modes, the release of greenhouse gases, and the demographics of the existing bus riders, and hence, several transit concerns remain unresolved.

In August 2022, both Golden Gate Transit and Marin Transit submitted IS/ND comment letters expressing their concerns. In response to these concerns, Caltrans staff met with each of the two transit agencies individually in December 2022. This was followed-up by a meeting with all stakeholder agencies (Golden Gate Transit, Marin Transit, Town of Corte Madera, and Transportation Authority of Marin) on February 17, 2023.

At this meeting, Caltrans staff informed the group that they would be proceeding with project Alternative 4B. This alternative proposes to eliminate the two existing freeway bus pads and move them to the adjacent freeway on-ramps. Caltrans staff also shared the project budget – showing that nearly all funding has been identified – and shared a revised project schedule which called for finalizing the environmental document by March 31, 2023, completing project design by June 2024, and beginning construction in 2025. They also noted the following in response to transit agency requests:

1. Caltrans is **considering** transit signal priority for the two interchange traffic signals and staff believe this will be feasible.
2. Caltrans is **considering** relocating the freeway bus pad stops to the adjacent freeway on-ramps and staff believe this will be feasible though additional design is required on the southbound (west) side to ensure there is sufficient space.
3. Caltrans is preserving the existing local westbound bus stop on Tamalpais Drive (Stop #42010), located on the east side of the interchange.
4. Caltrans' preliminary analysis estimates transit delays of between 2-3 minutes at the interchange due to the need for transit to use the on-off ramps and operate through the traffic signals.
5. Caltrans staff confirmed that potential impacts from other concurrent and impending projects such as ramp metering, interchange improvements, and part-time transit lanes have not been considered for this project.

The transit agencies appreciate the effort to address the concerns cited in our IS/ND comment letters, and strongly support Caltrans moving forward with the above modifications to the design of 4B: transit signal priority, on-ramp bus stops, and preservation of local stops.

However, it is not appropriate to finalize the environmental process based on *considerations* that may not come to fruition, especially if those considerations may negatively impact equity priority communities. If someone who has resources and owns a car can travel along the highway 101 corridor much faster than a bus rider, that is not equitable. Designs that slow down bus trips, that are relied upon by low-income residents, exacerbate this inequity.

Our estimates show that transit delay will be greater than 2-3 minutes, especially during peak hours and especially in the northbound direction. That said, even delays of 2-3 minutes and the unpredictable nature of the traffic signal cycles would have large impacts on the ability of the transit agencies to maintain schedules. Delays at one location tend to compound at downstream bus stops creating service reliability issues from which it is impossible to recover.

The introduction of new transit delay is particularly concerning because Caltrans expressed that the agency will be moving forward with removing bus pad stops throughout the 101 corridor over time. There are 14 interchanges that are used by Golden Gate Transit buses and 12 that are used by Marin Transit. Introducing even 2-3 minutes of delay at this many stops would have catastrophic impacts on transit travel time and reliability and transit competitiveness as an alternative to car travel. More importantly, for those low-income residents who cannot afford a car, the cumulative impact/increased travel time is a disparate impact and is unfair to those members of our community.

As the first example of such a re-design, this interchange may be precedent-setting and must be optimized to serve as a template for potential future interchange re-designs throughout the corridor. Any such template needs to be developed with an understanding that the majority of the passengers travelling on the buses that use these stops (both through-passengers and passengers embarking/disembarking at this location) are low-income people of color, and increasing bus travel times negatively impacts their lives. We would like to see in-line bus stops considered as an alternative at future interchanges; there are examples of this within California.

There are several issues that have been expressed in both the letters and in the subsequent meetings that have not yet been resolved and are critical to preserve bus operations in the design of 4B. They include:

1. Dedicated bus-only through lanes connecting the off-ramps to corresponding on-ramps, including a dedicated receiving lane for buses on the on-ramp. The design of these must not allow through travel of automobiles, or it will become a desirable alternative for drivers to bypass congestion on the main line, especially in the northbound peak hours when there is heavy congestion on the freeway.
2. Left-side bus stops on the on-ramp that feed directly into an HOV bypass lane. A right-side stop will require bus merging motions out of and back into traffic, and will preclude buses from taking advantage of the HOV bypass lane, as least at peak hours, due to insufficient acceleration and merging distance. Buses not being able to take advantage of the HOV bypass will introduce unacceptable levels of delay, especially in a future where ramp metering is implemented. Caltrans confirmed that a ramp metering project is scheduled for this interchange, but also confirmed that impacts of this future implementation were not considered in this design. Ensuring buses are able to utilize the HOV bypass in a ramp metering environment is mandatory in any redesign.

3. Adjacent east-west local bus stops to facilitate seamless transfers between regional and local service and between local services.

In summary, we share Caltrans' concerns and efforts for safe and effective improvements to this interchange and believe that solutions are available that can meet the project goals and get people out of their cars and onto transit. However, the evaluation of alternatives and design considerations must acknowledge and take into account the fact that the majority of the bus passengers are low-income, minority members of the community; and the evaluation should strive for the best possible outcome for these individuals.

From the standpoint of equity and mobility for equity priority communities, it is best to maintain inline bus pads, because they provide shorter travel times for bus passengers travelling along the highway 101 corridor. If there is no alternative that preserves inline bus pads, then Golden Gate Transit and Marin Transit can support Alternative 4B only if the following are incorporated into the project design, an illustration of these features has been attached to this letter:

1. Transit Signal Priority (TSP) at both interchange signals
2. Far-side bus stops (on-ramp) in both the northbound and southbound directions.
3. Bus-only through lanes (from off-ramp to on-ramp)
4. Dedicated receiving lanes for buses (on on-ramp)
5. Left side bus stops that feed directly into HOV bypass lane, in advance of implementation of ramp metering.
6. Adjacent east-west local bus stops to facilitate seamless transfers.

We respectfully request that the environmental record reflect the fact that the majority of the passengers on the buses travelling through these bus stops are low-income people of color. We further request that the transit agencies continue to be integrally involved with the project as it moves forward as a core part of design, including a technical advisory committee and/or project development team. Merely providing transit agencies with summary information at key points through the process will not be sufficient.

Thank you for your consideration. We look forward to your response to our concerns and to future collaboration on this project.

Sincerely,



Denis J. Mulligan

General Manager, Golden Gate Bridge, Highway and Transportation District



Nancy Whelan

General Manager, Marin Transit

Attachment A

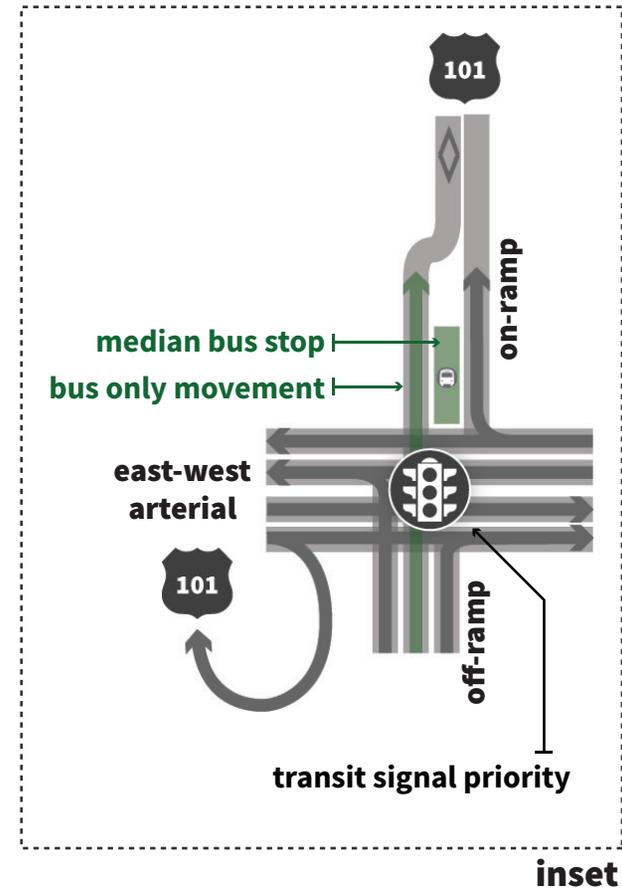
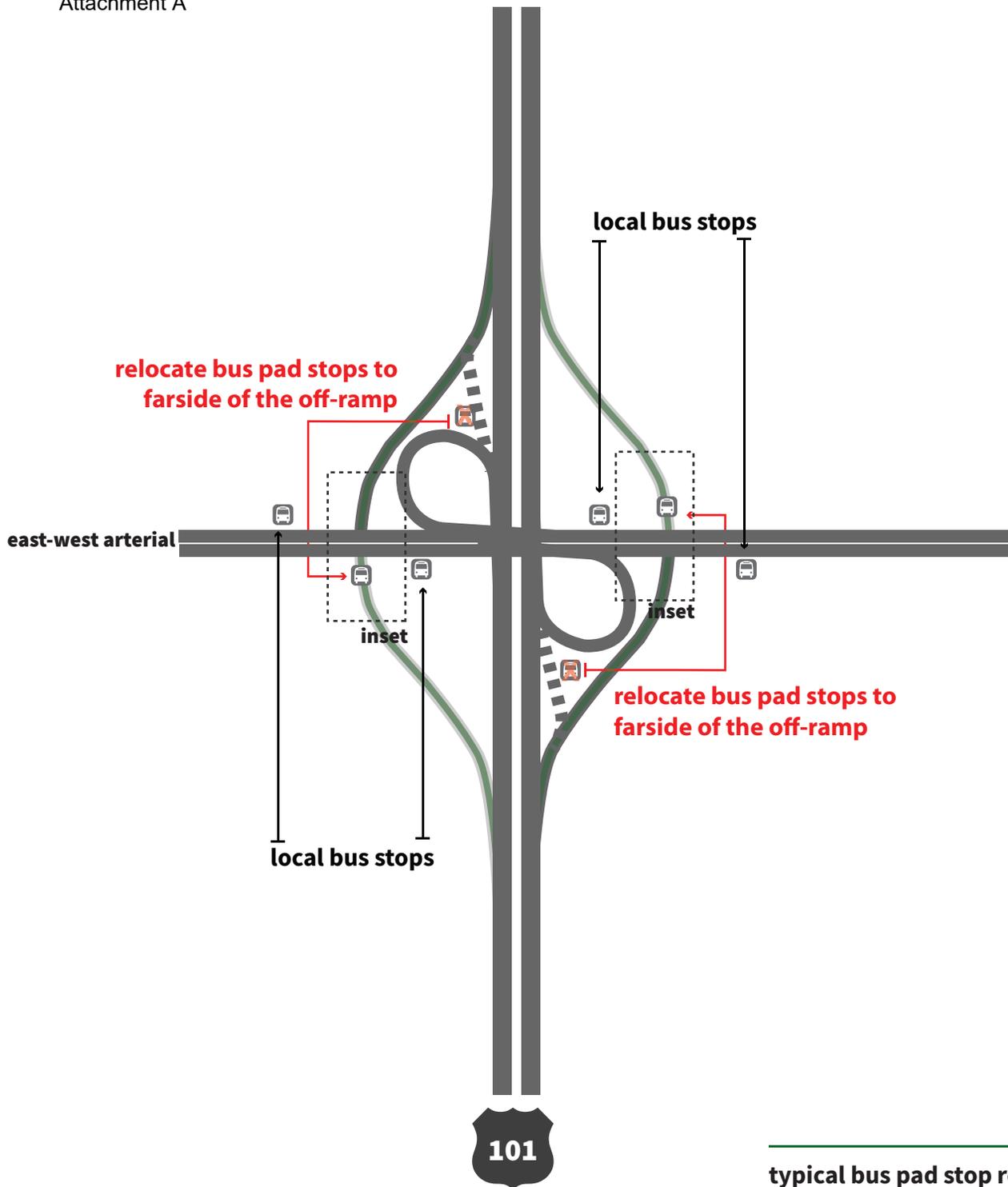
Correspondence to Dina A. El-Tawansy

March 24, 2023

Page 5

Attachments: Illustration of critical transit design features  
Golden Gate Transit IS/ND Comment Letter  
Marin Transit IS/ND Comment Letter

cc: Anne Richman, TAM  
Bill Whitney, TAM  
Robert Betts, Marin Transit  
Cathleen Sullivan, Marin Transit  
Adam Wolff, Corte Madera  
RJ Suokko, Corte Madera  
Ram Bommavaram, Caltrans



typical bus pad stop relocation concept - half cloverleaf interchange



August 19, 2022

Ms. Liz Nagle  
Environmental Scientist  
Caltrans, District 4  
P.O. Box 23660, MS-8B  
Oakland, CA 94623-0660

**RE: Marin County U.S. Highway 101 Tamalpais Overcrossing Project**

Dear Ms. Nagle:

The Golden Gate Bridge, Highway and Transportation District (District) would like to express its support for Caltrans' Marin County U.S. Highway 101 Tamalpais Overcrossing Project in concept. We understand that the primary objectives of the project are to provide ADA compliant access across U.S. 101 at Tamalpais Drive OC, seismic improvements and repairs and maintenance of the existing structure.

The Marin County U.S. Highway 101 Tamalpais Overcrossing Project Initial Study with Proposed Negative Declaration (IS/ND) was released to the public on July 7, 2022. The public comment period closes on August 22, 2022. Unfortunately, neither of the transit agencies serving the subject interchange, neither the District nor Marin Transit, had been consulted with or notified of the project prior to release of the IS/ND. District staff was not even made aware of the IS/ND until July 11, 2022.

This lack of coordination is particularly disturbing as a review of the June 2019 *Project Initiation Report to Request Programming in the 2020 SHOPP* for this project found that on Page 15, under Section 10, Complete Streets, Transit Facilities, it reads "Marin Transit (MT) and Golden Gate Transit (GGT) should be contacted to coordinate potential transit detour, relocation of bus stops and consider removing all bus stops to outside of Caltrans' right of way. GGT contact: Maurice Palumbo, Principle Planner, mpalumbo@goldengate.org, 415-257-4431. MT contact: Robert Betts, Director of Operations & Planning, rbetts@marintransit.org, 415-226-0860". Furthermore, on Page 23, under Section 10, External Agency Coordination, Marin Transit and Golden Gate Transit, it states that "The Transit [*sic*] should be contacted to coordinate relocate bus stop [*sic*] and potential transit detours/delays during construction."

Unfortunately, no such coordination occurred. As a result, it appears, both the design of the project, and the environmental review of it, give short shrift to the transit facilities that will be affected by the Project.

The District owns and operates Golden Gate Transit (GGT) which provides transit service that substantially reduces traffic and congestion on the Golden Gate Bridge and adjacent roadways. The District has been serving the existing freeway bus pads within the Tamalpais interchange for over 50 years. The bus pads have provided GGT buses with a means of providing efficient service to its regional bus patrons, allowing buses to quickly stop to pick-up and discharge passengers and then re-enter the roadway without interfacing with other traffic and associated traffic signals. Unfortunately, each of the proposed alternatives in the IS/ND include removal of one or both of

the freeway bus pads and propose to replace them with bus stops within the on/off ramps. This would introduce additional travel time and delay for the 82 District buses (42 northbound and 40 southbound) serving these stops on weekdays and 58 buses (29 northbound and 29 southbound) serving these stops on weekends, not to mention to buses operated by Marin Transit. Another concern is that the placement of the southbound bus stop in Alternatives 3A, 3B, 4A, and 4B places it within the right turn pocket, making the bus movement to the southbound 101 on-ramp a challenging and potentially illegal maneuver due to the need to cross over the dedicated right-hand turn lane. The District is extremely concerned that the lack of consultation with the transit operators meant that transit service was not given proper consideration with respect to efficiency, delays, alternative modes, and the release of greenhouse gases.

Initial concerns with removing the freeway bus pads include:

- Increased delays for regional bus service. Schedules of regional bus routes are complex and tightly scheduled, and take into account the minimal time it takes to serve the bus pads. Subjecting regional buses to the interchange traffic signals would create unpredictable delays that could compound over the course of the day to a point where schedules would be unrecoverable.
- Over 16,000 annual passenger boardings/alightings would be impacted. Of these patrons, 56% are transit-dependent and low-income minorities with a median income of \$55,000 (Compared to a federal poverty level threshold in Marin of \$75,000 for Title VI purposes).
- Delays in transit travel times would suffer as bus patrons revert back to driving their cars, putting more passenger vehicles on the road, negatively impacting greenhouse gases.
- Weekday delays for what appears to be the favored alternative thus far, 4B, are projected to exceed 432 hours in the AM peak and 560 hours in the PM peak annually.

Despite these very clear physical and operational impacts, the IS/ND, while showing the removal of bus stops on the drawings, and mentioning in the project description, the fact that the bus stops would be eliminated, makes no mention of these changes in its analysis of the impact of the Project. In fact, in section 3.3.17, in response to the checklist question: "Would the project . . . (a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?" states "no impact." The discussion that follows does not even mention the removal or relocation of the bus stops, saying instead: "The Project would maintain all existing roadway features and would provide upgrades to the current circulation system. Curb ramps that would be upgraded at Tamalpais Drive would be temporarily unavailable for public use during construction."

The District always appreciates and supports efforts to improve ADA access as well as seismic safety. However, we ask that proper consideration be made to maintain efficient transit service through the interchange and that efforts be made to explore potential preservation of the freeway bus pads. Given the failure to consider the noted impacts that the various alternatives would have upon the transit facilities in the project location, the disproportionate impact the project would have on disadvantaged transit users, and the obvious flaws in the environmental analysis of this project that result, we would suggest that Caltrans withdraw the current IS/ND from circulation and engage in consultation with the affected transit agencies regarding the design of the project prior to re-issuing an environmental document that adequately reflects the project's impacts on transit facilities.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'RAS' followed by a stylized flourish.

Raymond A. Santiago  
Manager of Traffic Engineering and Transit Facilities

cc: Denis Mulligan, GGBHTD  
Ron Downing, GGBHTD  
Robert Betts, Marin Transit  
RJ Suokko, Town of Corte Madera  
Bill Whitney, Transportation Authority of Marin



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damon connolly  
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dennis rodoni  
director  
supervisor district 4

brian colbert  
alternate  
town of san anselmo

August 22, 2022

Caltrans, District 4  
ATTN: Liz Nagle  
P.O. Box 23660, MS-8B  
Oakland, CA 94623-0660

**Subject: Comments to Caltrans' U.S. Highway 101 Tamalpais Drive Overcrossing Initial Study with Proposed Negative Declaration (IS/ND)**

Dear Ms. Nagle-

Please accept the following letter as our response to comment on your IS/ND for the Highway 101 Tamalpais Driver Overcrossing Study.

**Background:** The Marin County Transit District (Marin Transit) provides local transit services in Marin County, including to three stops in and around the Highway 101 interchange at Tamalpais Drive. A total of five routes service these stops seven days a week, starting at 5:30 AM and operating until after midnight, on 175 daily trips with nearly 250 daily passenger boardings or alighting within your study area. In addition to our local services, Golden Gate Transit provides regional service between San Francisco and Marin County on two routes that also serve stops within your project area.

In addition to the 175+ transit trips that serve your study area, the 250+ riders that get on or off in your study area likely account for the majority of pedestrian, and ADA pedestrian, trips in the area. The location of the bus stops, and passenger transfer patterns between trunkline highway services and local services, have a significant impact on how pedestrians travel in this area and the safety of these pedestrians.

It is important to note transit ridership on local services has nearly returned to pre-COVID levels. Transit supports the basic mobility needs of our community, especially for those who do not have other means of travel. Compared to the greater Marin County, our riders are seven times more likely not to own an automobile and our minority and low-income rider percentages are three times higher than the Countywide averages.

While many of the changes shown in the alternatives are welcomed, and supported by Marin Transit, it is disappointing to have this document be the first time we have heard of the project and had a chance to provide input on the seven alternatives. Marin Transit and Golden Gate Transit were not included in the distribution and circulation of the document (Chapter 6 of the IS/ND) and only found out through the Town of Corte Madera. Many of our questions and concerns could have been addressed through a coordination meeting or an opportunity to review the alternatives before the IS/ND was released. We encourage Caltrans to reach out to us in the future to have these discussions.

**Project Description and Purpose and Need.** Caltrans states the purpose and need for the project is to "upgrade the existing pedestrian facilities to provide ADA compliant access across U.S. 101 at Tamalpais Drive Overcrossing (OC), seismic improvements and repairs and maintenance of

the existing structure.” The project description states, “The project features seven alternatives (including a no-build alternative) to construct an Americans with Disabilities Act (ADA) compliant structure across U.S. 101 at Tamalpais Drive OC. The Project also includes seismic structural improvements, intersection modifications, reconfiguration of the U.S 101 on/off ramps, and repairs and maintenance of the existing OC.”

Based on these statements, we have the following questions:

- Why are relocation of the bus stops included in this project? There is no mention of transit changes in either the purpose and need or the project description. The ADA improvements referenced cites access “across the structure” and does not include access to adjacent bus stops. It also states the purpose is to upgrade “existing pedestrian facilities”. All the alternatives do not attempt to upgrade the existing pedestrian access to the bus stops, rather they relocate and/or eliminate bus stops to achieve this goal. It is unclear if upgrading access to the existing stops was ever considered or studied.
- Nearly all concepts include significant improvement to bike facilities although there is no mention of this in the project description or the purpose and need. In some alternatives (3A, 4A, and 4B), the enhanced bicycle facilities require the elimination of an existing bus stop on the Tamalpais OC. Why is the project recommending removal of a transit facility in favor of a bike facility in these alternatives?

**Determination of No Impact.** The IS/ND concludes there are no significant impact on the environment, including transportation and transit. Since the document contains no supporting analysis or reference to existing technical studies and does not include preparers (Chapter 5) from District 4’s Transit Coordination team (Wingate Lew) or traffic operations department, it is hard to support or reject this determination. The existing transit conditions were not mentioned or referenced in the study which does not demonstrate that Caltrans fully understands the complexities of the bus routing and rider transfer patterns that occur at this intersection.

It should also be noted that changes to the bus stops have a direct impact on our operations, including travel time, schedule reliability, and operating costs. Every minute of service added to our schedules impacts our riders and their ability to travel quickly and reliably using transit. Financially, a minute of added travel time equates to approximately \$2.50 in current day operating costs. If all 175 daily trips experience a minute of additional delay, this equates to approximately \$160,000 in additional operating costs annually. Five minutes of added delay, over a 10-year period, with escalation would impact the District alone by over \$1 million dollars annually.

**Comments:** Marin Transit supports relocation of the existing bus pad from the Highway 101 mainline to the off-ramp locations, if there is little to no added delay to transit service. We feel the trade-off of improved pedestrian access, safety, and transfer opportunities could outweigh a slight degradation of operating efficiency. However, it is unclear how much delay transit will experience if forced to exit the freeway to serve the new relocated bus stops. Before adoption a preferred alternative, we ask Caltrans to analyze and answer the following questions:

- What is the estimated delay for transit compared to current day conditions for each alternative?
- Will transit have its own through lane on the exit ramps to access the new far-side bus stops on the on-ramps? Call outs in the presentations suggest a “bus-bypass” is provided but the 3D renderings do not reflect this. If a dedicated transit lane is not being propose, which lane would be used by transit at the off-ramp intersections?
- How will non-transit vehicles be restricted from using the bus-only bypass lane? This will become especially important during peak hours when freeway mainline congestion is high and auto traffic looks to bypass the mainline.
- Will transit have any signal priority at the off-ramp to minimize delay for operations?
- How will the new ramp configuration and bus bypass lane work with the proposed ramp metering project? Will there be an HOV lane for the ramp metering?

We believe there are other elements of the alternatives that impact the existing transit service from current day conditions that need to be addressed before a preferred alternative is selected. The outright removal of the bus stop facility (Tamalpais overcrossing at the Highway 101 NB off-ramp) in alternatives 3A, 4A, and 4B is a direct impact on transit. This stop also provides a much-needed connection from the local bus service in Corte Madera to the trunkline services operating along Highway 101. Removal of this stop would negatively impact existing bus riders going to destinations east of Highway 101 including the Village Shopping Center and force them to walk back over the overcrossing from the stop on the west side of the freeway at Madera Blvd.

It appears removal of this stop is needed to accommodate the new multi-use path on the north side of the overcrossing. We do not believe that removal of an existing bus stop in favor of a new dedicated multi-use path is consistent with the project's purpose and need statement since improvement of bike conditions is not included in the statement. Marin Transit supports improvements to bike conditions but does not feel transit should be negatively impacted to accommodate these improvements.

The proposed location of the freeway bus pad stops should also be reconsidered. The relocated northbound stop proposed in all alternatives is currently placed in the right-hand lane of the on-ramp, adjacent to mixed flow traffic. If the analysis demonstrates that transit delay can be minimized with the relocation, we request that Caltrans put the transit stop in a dedicated transit lane/facility on the left side (west side) of the on-ramp to give transit priority and provide direct access to any future HOV bypass lane. Caltrans uses a similar treatment for bus operations in Sonoma County at the Rohnert Park Expressway northbound off-ramp.

Based on our review of the 3D concepts online, it appears the proposed relocation of the southbound freeway bus stop in Alternatives 3A, 3B, 4A and 4B is unsafe for bus operations and susceptible to significant added delay. The proposed location of the southbound stop (nearside the southbound off-ramp signal) is on the right-hand shoulder and adjacent to a right only turn lane. This location would require a bus operator to merge over two lanes from the bus stop in less than 200 feet, a maneuver that is not safe. If it demonstrated that delay is minimal with the relocation of the bus stop at this location, we request that Caltrans move this stop in these alternatives to the farside of the intersection, on the on-ramp. This location would allow safe operations and allow the local service (Route 22) that enters the freeway at this location to serve the stop and facilitate transfer connections from the trunkline services.

We look forward to your responses to these questions and request Caltrans update their designs before advancing a preferred alternative. Please let me know if you would consider having a meeting to discuss the issues and questions raised in this letter. We look forward to working with you and your team to address these concerns and make this interchange safer for our passengers.

Sincerely



Robert Betts  
Director of Operations & Planning  
Marin Transit

Cc: Nancy Whelan, Marin Transit  
Lauren Gradia, Marin Transit  
Ray Santiago, Golden Gate Bridge, Highway, & Transportation District  
R.J. Suokko, Town of Corte Madera  
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Alternate  
Town of Corte Madera

April 3, 2023

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

### **Subject: Approve the June 2023 Service Changes and Title VI Equity Analysis Report**

Dear Board Members:

#### **Recommendation**

Approve the June 2023 Service Changes to the Fixed Route services and the associated Title VI Equity Analysis Report.

#### **Summary**

Staff is asking your Board to approve the proposed fixed route services changes outlined in Attachment A to this letter. These changes will impact 12 of the District's 24 fixed route services, including discontinuation of four routes (23x, 251, 645, and 651). In response to public comments, this proposal includes minor modifications from the proposals provided at the February and March Board of Directors meetings. If approved, the proposed service changes would be implemented on June 11, 2023.

#### **Background**

At your January 9, 2023 Board meeting, staff presented an overview of fixed route operations, including ridership trends, service level trends, and emerging challenges. While fixed route ridership has grown to 90% of pre-COVID conditions and service levels have remained steady throughout the pandemic, many factors have emerged (or returned) that are impacting our ability to deliver reliable service in the current environment. These include growing traffic congestion, driver and staffing shortages, and lack of a District-owned operations and maintenance facility.

Staff have been working collaboratively with our contractors and identified that a comprehensive adjustment to service, routing and schedules would support drivers' needs and reduce the impacts to service from traffic. Staff developed a service change proposal that targets these needs and presented that to your Board on February 6, 2023. At that meeting your Board also set a public hearing that was held at the March 6, 2023 Board of Directors meeting.



Staff spent the month of February educating riders on the service change proposal and collecting feedback on the changes to better inform your Board of the potential impacts on riders. Outreach was done using several different communication channels including digital, print, and in-person communication. All materials were translated and available in both English and Spanish.

A total of 57 comments were collected prior to the release of the March Board packet and were included in the public hearing Board letter. An additional 11 comments were received between the time the packet was posted and the meeting date, and an additional seven comments were received at the public hearing. In total, 75 comments were received from the public.

At the public hearing, staff provided clarifications and responses to many of the public comments and questions from your Board. There were other items staff agreed to further analyze and present to your Board before taking final action on approving these service changes. The following summarizes these responses.

**Route 22 evening services.** The District received a number of comments related to concerns about College of Marin students having transit access during the evening hours with a proposal to cancel service after 8:00pm. In response, staff recommended at your April meeting to remove the 8:04pm northbound trips from the list of service reductions. After further review, staff now recommend also removing the 9:09pm northbound trip from the list of service reductions.

This recommendation is based on continuing service until 9:30pm to the Kentfield campus of College of Marin and minimizing the impacts on paratransit riders who would also experience reductions in evening hours of operation. The original proposal would have potentially impacted 14 paratransit riders and an estimated 435 paratransit trips annually. Keeping the 8:04pm and 9:09pm trip reduced the estimated impact to only 9 riders and 84 annual trips. Of the impacted riders, only one rider used the evening service more than once per month.

**Route 22 Northbound removal of Strawberry Village stops.** There were specific concerns raised at the public hearing surrounding the ability to travel between the Strawberry Village stops and the College of Marin. While the District does not track origin-destination pairs, we calculated the average number of total boarding at these stops going northbound on Route 22. The analysis showed that on average, 0.4 boardings per trip occurred in total at these stops. Again, while it's not possible to track if these riders are all going to College of Marin, it can be assumed that only a percentage of these riders are in fact traveling to that specific destination. This low ridership number does not suggest keeping these stops on Route 22. Riders will need to either walk to the bus pad stops along Highway 101 or take a connecting Route 17, 36, or 219 trips to the Highway 101 bus pads to make this connection.

**Route 49 removal of the Las Gallinas and Nova Albion stop.** Concerns were raised surrounding the removal of the stop at Las Gallinas and Nova Albion on Route 49 and moving this stop to Route 35. Specifically, riders needing to connect north to Novato would not be able to use Route 35 any longer. To assess this impact, staff looked at the total number of boardings in the northbound direction and alightings in the southbound direction on this route. The analysis showed that on average, 0.5 boardings per trip occurred at this stop for these directional trips on Route 49.

This low ridership number does not suggest keeping this stop on Route 49. Riders traveling between this stop and Novato can take the new Route 257 and get on off at stops along Freitas Parkway or Nova Albion, both of which are less than 0.1 miles away. Otherwise, riders can



continue to ride Route 49 and use the Northgate Mall stops on Route 49 that are 0.5 miles away from the Las Gallinas/Nova Albion stop.

**Route 219f removal of service to the Tiburon Hills.** Many public requests were submitted to keep the 219f service and specifically keep the route deviation portion into the hills of Tiburon. Overall, Route 219/219f has the lowest ridership and productivity of any fixed route service and was the only route to show declining performance when compared to last year. In response staff have recommended a reduction of hours on this route which takes the service down to a single driver and vehicle operation.

Under these assumptions, staff explored opportunities to retain the service into the hills but was unable to identify a feasible solution that still allowed the bus to both connect to Route 36 at Strawberry Village and connect to the Tiburon Ferry schedule in Downtown Tiburon. These two connections were prioritized over the service to the hills due to a significantly higher ridership getting on and off at these locations compared to the Tiburon Hills.

Based on the desire to prioritize the higher ridership connections on the route and a desire to prioritize service frequency on the Tiburon Boulevard, staff is not recommending continuing service to the Tiburon hills on Route 219f. Staff did also look at the feasibility of adding service on Route 619 to Tiburon Boulevard to offset some of the service reductions from the service change proposal on this Route. Route 619 is a service that operates during school days only and connects to Redwood High School. Once Redwood High School finalizes its bell times for the fall semester, Marin Transit will look at coordinating this route with the new 219 route to avoid service duplication and enhance service frequency along Tiburon Blvd.

## **Final Service Change Proposal**

staff is asking for your Board's approval of the service change proposal (shown in Attachment A) at the April 3, 2024 meeting . This proposal is generally consistent with the proposal shared at your February 6 and March 6 meetings, with a few minor changes that were outlined above.

The service change proposal is expected to have a change in total revenue service by 2.0%. However, due to the scale of the proposed changes on individual routes, namely Route 35 and 257, and the proposed cancellation of Routes 251, 645, and 651, these changes constitute a Major Service Change under the Marin Transit Service Change policy and the development of an accompanying Title VI Equity Analysis.

### ***Title VI Equity Analysis***

Staff have completed a Title VI equity analysis to determine if low-income or minority populations would be disproportionately impacted by the changes. The full report is attached to this letter as Attachment B.

Cumulatively, the proposed service changes do not create a Disparate Impact on minority riders, nor do they create a Disproportionate Burden on low-income riders. This applies to both the proposed service increases and the proposed service decreases. The analysis was conducted based on the demographic make-up of Marin County residents along the affected routes, and considers all increases together as well as all decreases together.

In addition to looking at the cumulative effects of the proposed service changes in accordance with FTA guidelines, District staff also examined the effects of the proposed changes on individual routes and



neighborhoods. This is not required by Title VI, but staff found it a useful way to illustrate the impacts and benefits of the changes as a whole.

The proposed service changes were designed to re-allocate service between routes to improve conditions for the bus operators and improve operational efficiencies, not to directly cut service. In most cases, the level of service provided at the neighborhood level is unchanged as service switches from one route to another, or net changes are minimal relative to the scale of total service in the neighborhood. The main exceptions to this are:

- Manor neighborhood in Fairfax will see an expansion to all-day service rather than just peak-hour service;
- The Canal neighborhood of San Rafael will see a slight decrease (-5.8%) in the total number of weekday trips, while still maintaining service approximately every eight minutes;
- Hamilton neighborhood of Novato, which will see a reduction in weekday midday service from the current four trips per hour in each direction on Routes 49 (2), 251 (1), and 257 (1), to three trips per hour on Routes 49 (2) and 257 (1);
- Areas of Larkspur and Corte Madera will see reduced span of service in the evening hours;
- Tiburon, which will see a decreased frequency of service on weekdays from every 20-30 minutes to every 35-40 minutes and a removal of coverage to the hills on two morning and two afternoon trips; and
- Paradise Dr in Corte Madera, which will see new weekday peak-hour service.

The route and neighborhood-level supplemental analysis has no bearing on the Title VI findings of the service change as a whole of no Disparate Impact or Disproportionate Burden.

### **Next Steps**

If approved by your Board, these changes will be implemented on June 11, 2023. Staff will immediately focus the outreach efforts on rider education. The District's digital and print communication channels will be updated to provide enhanced information on the new routes and schedules. Additional in person outreach events will be scheduled and ramped up as the June 11 implementation date nears.

### **Fiscal/Staffing Impact**

The proposed service changes are expected to decrease overall service levels by approximately 2.0%, resulting in an annual estimated savings of \$500,000 in purchased transportation costs and \$40,000 in fuel costs. The implementation of the changes will only impact three weeks in the FY 2022/23 fiscal year and will not require a budget adjustment. The FY 2023/24 budget will use these new revenue hours as the baseline for estimating operations expenses. Marin Transit staff plan to bring your Board a Draft of the FY 2023/24 budget in May of 2023 and a final budget to your Board for approval in June of 2023.



Respectfully Submitted,

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

Robert Betts

Director of Operations & Service Development

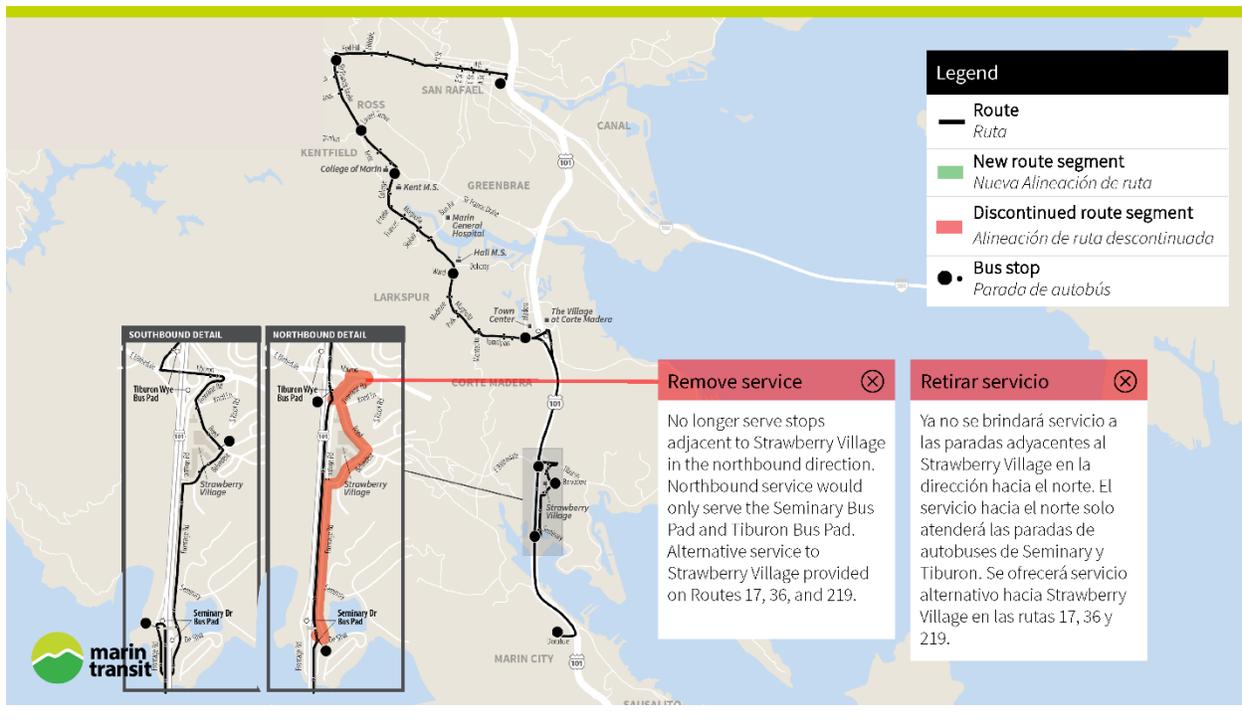
**Attachment A:** Service Change Proposal

**Attachment B:** Title VI Equity Analysis

**Attachment C:** Presentation

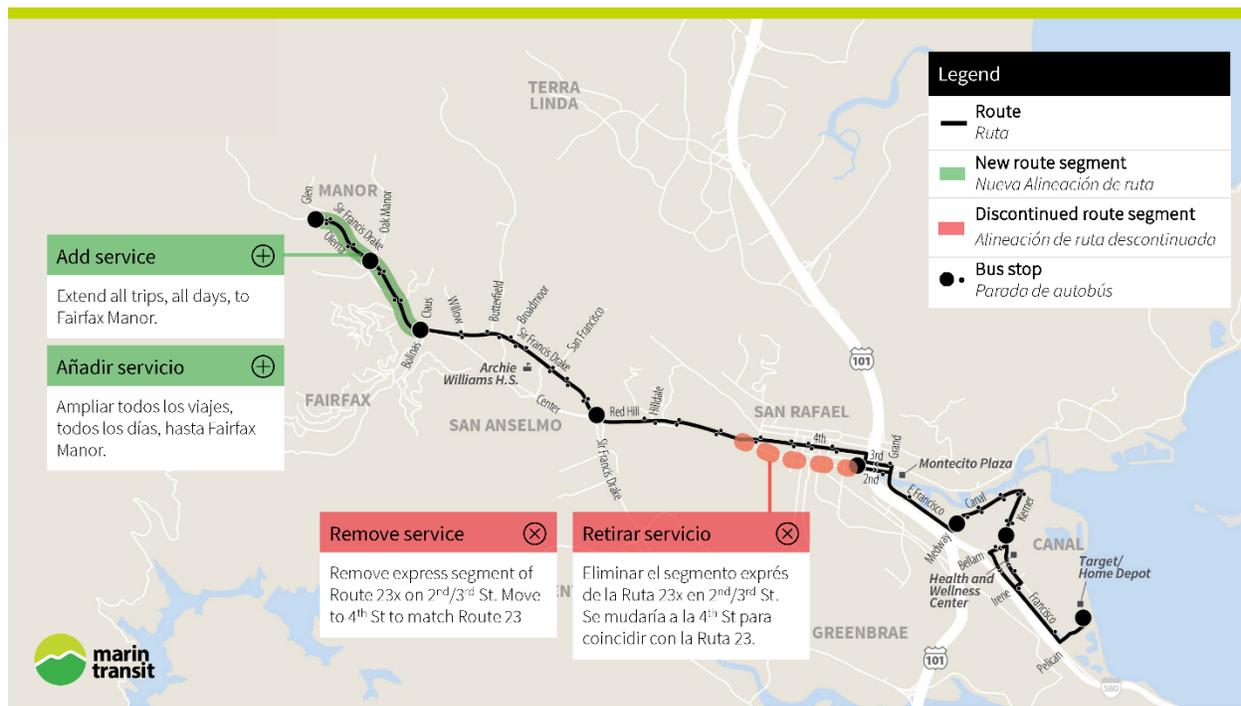
## Route 22

<p><b>Proposed Alignment Change:</b></p>	<p>Route 22 would no longer serve stops adjacent to Strawberry Village in the northbound direction.</p>
<p><b>Proposed Service Level Change:</b></p>	<p>The following weekday trips would be cancelled:</p> <ul style="list-style-type: none"> <li>• Southbound: 6:30p, 8:00p, 9:00p</li> <li>• Northbound: 10:09p</li> </ul> <p>The following weekend trips would be cancelled:</p> <ul style="list-style-type: none"> <li>• Northbound: 8:01p, 9:01p</li> </ul>



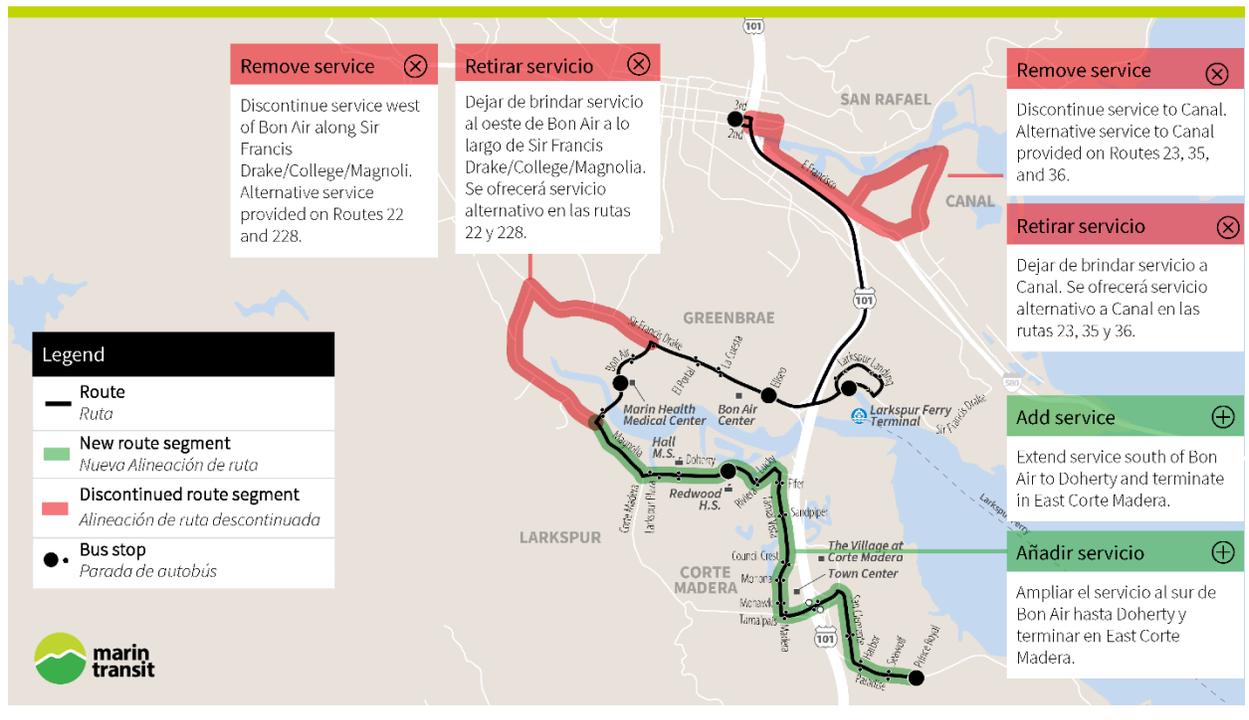
**Route 23/23x**

<p><b>Proposed Alignment Change:</b></p>	<p>Route 23x would be discontinued and merged with Route 23 to form one route from Fairfax Manor to Shoreline Parkway. All trips would operate along this alignment and it would serve all stops (no express portions in between San Anselmo Hub and the San Rafael Transit Center)</p>
<p><b>Proposed Service Level Change:</b></p>	<p>Weekday peak hour service on Route 23 would be increased to operate every 30 minutes.</p>



**Route 29**

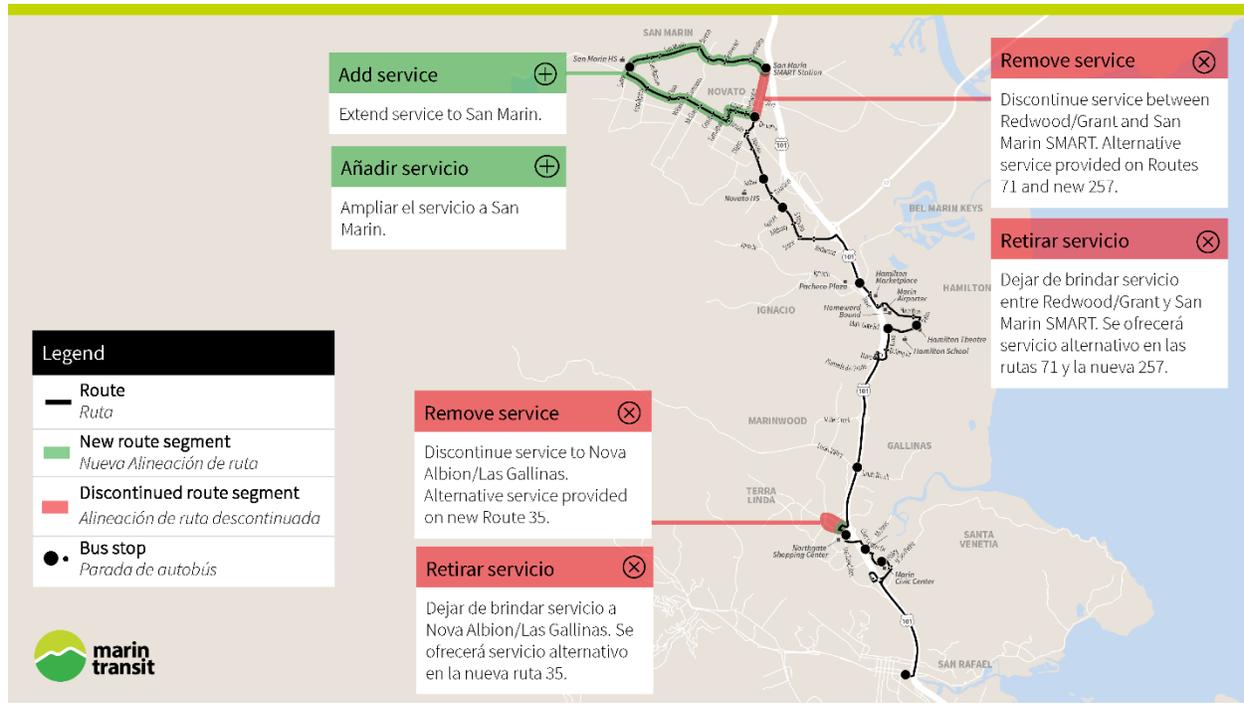
<p><b>Proposed Alignment Change:</b></p>	<p>Direct service to/from the Canal would be removed. Service west of Bon Air on Sir Francis Drake and along College Ave would be discontinued.</p> <p>Service would be extended south of Bon Air along Magnolia Ave, along Doherty, Tamal Vista, Tamalpais, San Clemente, and Paradis to East Corte Madera.</p>
<p><b>Proposed Service Level Change:</b></p>	<p><i>No significant change</i></p>





### Route 49

<b>Proposed Alignment Change:</b>	Extend the route to serve San Marin neighborhood via Grant and Novato Blvd. Extend to serve San Marin SMART. Discontinue service between Redwood/Grant and San Marin SMART on this route. See Route 257 proposal for added service in this corridor.
<b>Proposed Service Level Change:</b>	<i>No significant change</i>

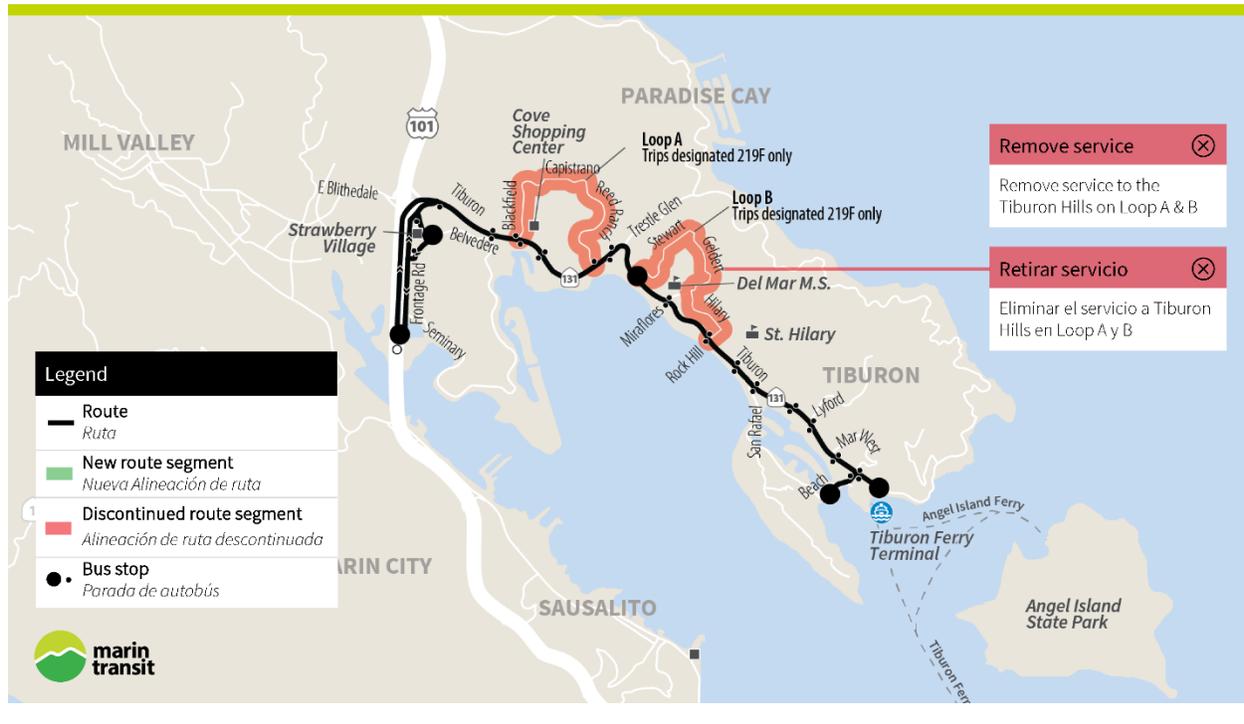


### Route 71

<b>Proposed Alignment Change:</b>	<i>No significant change</i>
<b>Proposed Service Level Change:</b>	Add weekday mid-day service to create 30 minute frequency between 5:00 am and 6:00 pm.

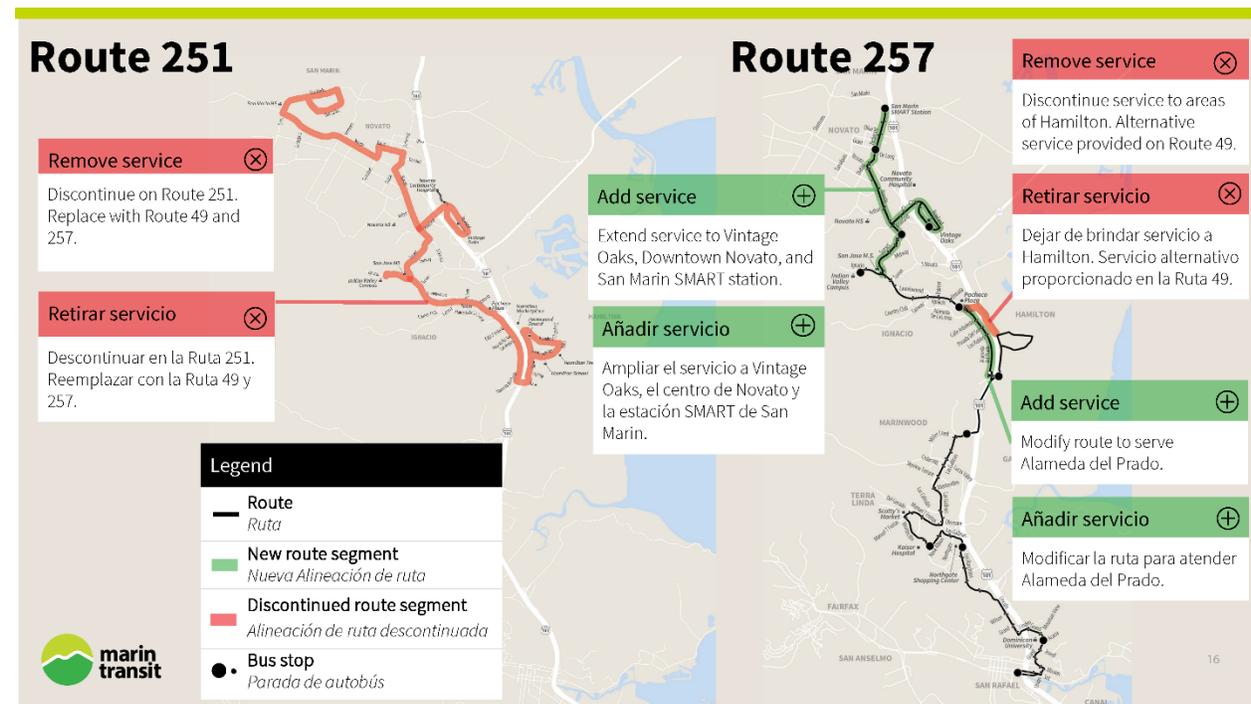
**Route 219**

<b>Proposed Alignment Change:</b>	Discontinue service on Loop A & Loop B into the Tiburon Hills
<b>Proposed Service Level Change:</b>	Reduce service frequency from every 20-30 minutes to every 35-40 minutes.



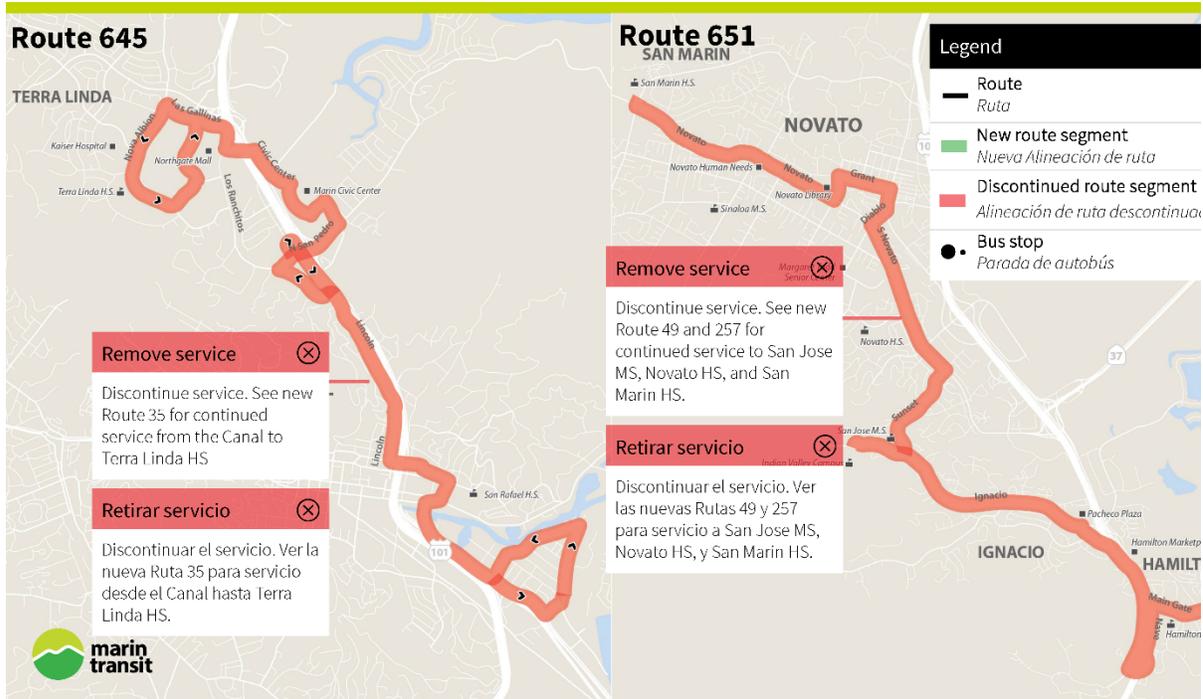
**Route 251/257**

<p><b>Proposed Alignment Change:</b></p>	<p>Discontinue service on Route 251 and merge with Routes 49 and 257. Re-align service on Route 257 north of Alameda del Prado interchange to use Alameda del Prado instead of servicing Hamilton. Extend Route 257 north of Indian Valley Campus to serve existing 251 alignment to Downtown Novato. Continue service north of Redwood/Grant to the San Marin SMART station. <i>See new Route 49 for service to San Marin.</i></p> <p>Continue to serve current 251 Hamilton stops on new Route 257 during weekday peak hours and weekends.</p>
<p><b>Proposed Service Level Change:</b></p>	<p>Increase weekday peak hour service within Novato only to every 30 minutes. Add 60 minute frequency weekend service on Route 257 within Novato only.</p>



**Route 645 / 651**

<b>Proposed Alignment Change:</b>	Discontinue service. See new Route 35 for continued service from the Canal to Terra Linda HS. See new Route 49 and 257 for continued service to San Jose MS, Novato HS, and San Marin HS.
<b>Proposed Service Level Change:</b>	





# Service Equity Analysis for June 2023 Service Changes

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## Background

Marin Transit is proposing a number of service changes to go into effect in June 2023. These service changes have been proposed to help keep fixed route bus service reliable in Marin County. Starting in 2021, as the COVID-19 vaccines came out and the economy began reopening, many factors have emerged (or returned) that are impacting our ability to deliver reliable service in the current environment. These include growing traffic congestion, driver and staffing shortages, and lack of a District-owned operations and maintenance facility.

Staff have been working collaboratively with our contractors and identified actions that can be taken directly by the District to address these challenges. These actions include: (1) adjusting service, routing, and schedules to better accommodate driver needs and the impacts of traffic, (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. This report evaluates the equity impact of the proposed service changes associated with the first item on this list.

The primary goal of the June service change proposal is to increase the reliability of service for riders while minimizing the overall impacts on existing rider patterns. The following factors were evaluated and considered in developing the proposal:

1. **Traffic.** Congestion related to increasing traffic volumes continue to impact transit's ability to efficiently operate on local roads and highways in Marin. As traffic volumes have returned, and in some cases exceeded, pre-pandemic levels, congestion has returned to many areas of the county. This growth in congestion, coupled with a lack of investment in transit priority measures, has forced staff to revisit transit runtime globally to improve on-time performance issues.
2. **Driver Shortages and Needs.** Driver shortages and driver workplace conditions, specifically while on route, were both taken into consideration during the development of the service changes. While the total service change is expected to marginally decrease service (-2.8%), the new packaging of the service allows for an estimated 8% decrease in the number of vehicles and drivers needed to support the service. This is done through a more efficient allocation of the service and the development of more full-time shifts. This reduction eases the current pressures on hiring and drivers working overtime. As it relates to workplace conditions, the new routing achieves longer layovers and layovers are at locations closer to supportive driver facilities including restrooms. The added layover time not only improves driver conditions, but also provides padding in the schedule to increase on-time performance.



- 3. Regional Transit Changes.** While many changes have been made during, and immediately following the pandemic, perhaps the most significant change in Marin County is the reduction of regional transit services. Approximately half of all regional bus service was cut during the pandemic and is still not restored. Many local transit trips are made on the regional services due to coordinated schedules between the local services and free transfers offered between the routes in Marin County. While some changes, like the doubling of service on Route 71, were made during the pandemic to target regional losses, other changes are still needed to better support local travel in Marin and better connect to the remaining regional bus and ferry services.

## **Proposed Changes to Marin Transit Fixed-Route Services**

The service change proposal for June 2023 is the most widespread change in terms of the number of routes impacted and the number of service changes since June of 2016. While the District implemented many changes to service during the pandemic, some were temporary and most focused on one or two specific routes.

In total, half of the District's 24 fixed route services are included in the proposed service change package. Table 1 below shows if the proposal includes a change to the route alignment, a change in service levels (frequency or span of service), and if the route is proposed to be discontinued altogether. Replacement services are shown for any of the discontinued routes. Attachment A to the Board letter provides a more comprehensive description of the exact changes proposed for each route, including graphics showing the alignment adjustments.

**Table 1: Service Proposal Summary (by Route)**

Route	Alignment Change	Service Level Change (frequency or span of service)	Cancel / Discontinue	Replacement Service
22	(-)	(-)		
23	(+)	(+)		
23x			X	23
29	(+/-)	(+/-)		
35	(-)			
49	(+)			
71		(+)		
219	(-)	(-)		
251			X	49, 257
257	(+)	(+)		
645			X	35
651			X	49, 257

Note: (+) indicates increase, (-) indicates decrease, (+/-) indicates increase in some areas and decrease in other areas.

The District estimates that the cumulative change in fixed route service levels, as measured in revenue hours, will only decline by 2.1%, or approximately 3,900 fewer annual revenue hours.

## Service Equity Analysis Overview

To understand the impacts of the proposed changes, staff analyzed the service changes through different lenses. This was, in part to satisfy FTA requirements under Title VI as described below. However, the report includes additional information to help the Board and public understand the impacts and benefits of the proposed changes. In addition to the required Title VI analysis, a Route Level Analysis and a Neighborhood Level Analysis were prepared to illustrate the impacts of the proposed changes on individual routes and neighborhoods, and to describe how individual riders' experiences may change under the proposed service plan.



## Title VI Requirements

### FTA Requirements

Whenever a fixed route service provider<sup>1</sup> enacts a Major Service Change, the Federal Transit Administration (FTA) requires a Service Equity Analysis be conducted to ensure that the proposed changes do not have a Disparate Impact on minority populations or a Disproportionate Burden on low-income populations. This is in accordance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin, as well as Executive Order 12898, which adds the requirement to check for a Disproportionate Burden on low-income populations. This report complies with FTA requirements for data analysis as defined in FTA Circular 4702.1B, and also includes a description of the public outreach conducted in compliance with FTA requirements and the Marin County Transit District Public Participation Plan (see Appendix A).

### Marin Transit's Title VI Program

The Marin County Transit District Title VI Program, updated in June 2020, defines the District's thresholds for what is considered a Major Service Change and what is considered a Disparate Impact or a Disproportionate Burden. It also defines the District's Public Participation Plan. These policies are summarized here; the full Title VI program, with greater detail on these requirements, can be found on the District's website: <https://marintransit.org/titlevi>.

### Major Service Change

With some exceptions, Marin Transit defines a Major Service Change as one of four criteria:

1. The addition of a new route
2. New service on streets not previously used by any route
3. An aggregate change of 30 percent or more of the revenue hours for a particular route
4. Changing 40 percent or more of a route's path

Note that the above list is a summary and does not include all details of the Major Service Change policy. See the Title VI program (linked above) for the complete policy.

Criteria 3 and 4, as listed above, apply to this service change due to the proposed changes on routes 35, 251, and 257. As the service change proposal was crafted together with replacement service for some routes in mind on other routes, the Title VI Service Equity Analysis examines

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<sup>1</sup> Applies to service providers running more than 50 peak hour buses in urbanized areas with more than 200,000 people.



the service change proposal holistically rather than only examining the routes with changes that qualify as a Major Service Change.

### **Disparate Impact and Disproportionate Burden**

The FTA defines Disparate Impact as a situation where minority populations bear a greater impact associated with a service change than would be expected based on their underlying share of the service population. For example, if minority populations make up 30% of the service population, but analysis indicates that they will bear 60% of the impact associated with a service change, then a Disparate Impact may occur. Similarly, a Disproportionate Burden is when the same occurs for low-income populations.

No service change can ever perfectly spread its impacts evenly across the population. As such, the FTA requires fixed route transit providers adopt a threshold over which the difference in impact on minority or low-income populations is considered disparate or disproportionate, respectively. Marin Transit's Disparate Impact and Disproportionate Burden policy defines this threshold as 20 percent for both populations. In other words, if minority populations make up 30 percent of the service population, then 50 percent of the impacts being on minority populations is the point at which the impact would be considered disparate. The same is true for low-income populations.

For more details on this policy, see the District's Title VI program (linked above).

### **Public Participation**

The Marin Transit's Public Participation Plan provides a framework of options and strategies to guide a customized, systematic, and strategic approach to public participation. For Major Service Changes, the only set requirements are that the Board of Directors will hold a public hearing, that translation services be available to the public upon request, and that written comment in advance be available to the public. However, the plan also provides an extensive suite of other public participation strategies that the agency may use as appropriate. See the District's Title VI program (linked above) for more details.

In accordance with the District's Public Participation Plan, a public hearing was held at the Board of Directors meeting on Monday, March 6<sup>th</sup>, 2023, at 10:00 am. Spanish translation was provided; translation services for other languages were not requested. Written comment received in advance of the hearing was forwarded to the Board of Directors for consideration. In addition, Marin Transit performed extensive public outreach with community groups, at bus stops, and on-board buses in service.

Appendix A to this Board letter documents all public participation activities the District engaged in to solicit feedback on the proposed service changes.



## Title VI Service Equity Analysis

The general approach to conducting the data analysis for this Service Equity Analysis is:

1. Segment level:
  - a. Separate each instance of service increase or decrease in service into individual segments
  - b. Quantify the change in service hours associated with each segment
  - c. Determine the service area associated with each segment
  - d. Sum the total population, minority population, and low-income population in each service area
  - e. Calculate the percent of each segment's impact that will fall on minority and low-income populations
2. Systemwide:
  - a. Sum the total service increase and the total service decrease that will fall on minority and low-income populations
  - b. Calculate the percent burden of the total service increase and the total service decrease that will fall on minority and low-income populations, and compare this to the demographics of the underlying systemwide service population

### Segment Level Analysis

Table 2 shows the detailed segment results step 1 above. The service area for each individual component is defined as a ¼-mile radius from each bus stop affected by the component. Any census block group touching this ¼-mile radius is considered to be part of the service area. The low-income population is defined as individuals earning below 200% of the poverty line, in line with the regional definition associated with the Clipper START program.

Note that service hours shown in the table closely align, but do not perfectly match up with, the change in revenue hours described above. This is because revenue hours incorporate a portion of layover times, and are affected by blocking changes that do not affect time the buses spend in service.

**Table 2: Individual Components of the Proposed Service Change and Associated Data**

Service Change Description	Increase/Decrease	Change in Annual Service Hours	Minority Percent of Service Area Population	Low-Income Percent of Service Area Population
The 22 will no longer serve Strawberry in the Northbound direction	Decrease	-417	27%	12%
The 22 will cancel some late night service	Decrease	-863	26%	15%
The 23 will no longer offer express trips	No change in service hours: all old 23X service will get rolled into the 23.			
All 23 trips go to Manor	Increase	+839	17%	17%
The 29 will no longer serve the Canal	Decrease	-412	65%	38%
The 29 will no longer serve College of Marin	Decrease	-374	21%	14%
The 29 will now serve Larkspur and Corte Madera	Increase	+1,250	26%	13%
The 35 will no longer go to Novato	Decrease	-6,541	41%	19%
The 35 will now serve Nova Albion/Las Gallinas	Increase	+913	34%	16%
The 49 will no longer serve Redwood Blvd	Decrease	-1,104	35%	15%
The 49 will no longer serve Nova Albion/Las Gallinas	Decrease	-828	35%	17%
The 49 will now serve San Marin	Increase	+4,852	31%	15%
The 71 will increase midday frequency of service	Increase	+2,346	38%	19%
The 219 will decrease in frequency and no longer serve the Tiburon Hills	Decrease	-1,410	23%	10%
Discontinue the 251	Decrease	-9,509	39%	19%
The 257 will only serve Hamilton on short trips	Decrease	-134	45%	19%
Extend the 257 up to Downtown Novato and add frequency along this corridor	Increase	+6,836	39%	20%
Discontinue the 645	Decrease	-689	54%	29%
Discontinue the 651	Decrease	-622	39%	20%

Source (demographic data): American Community Survey 2021 5-Year Samples, Tables B03002 and C17002.



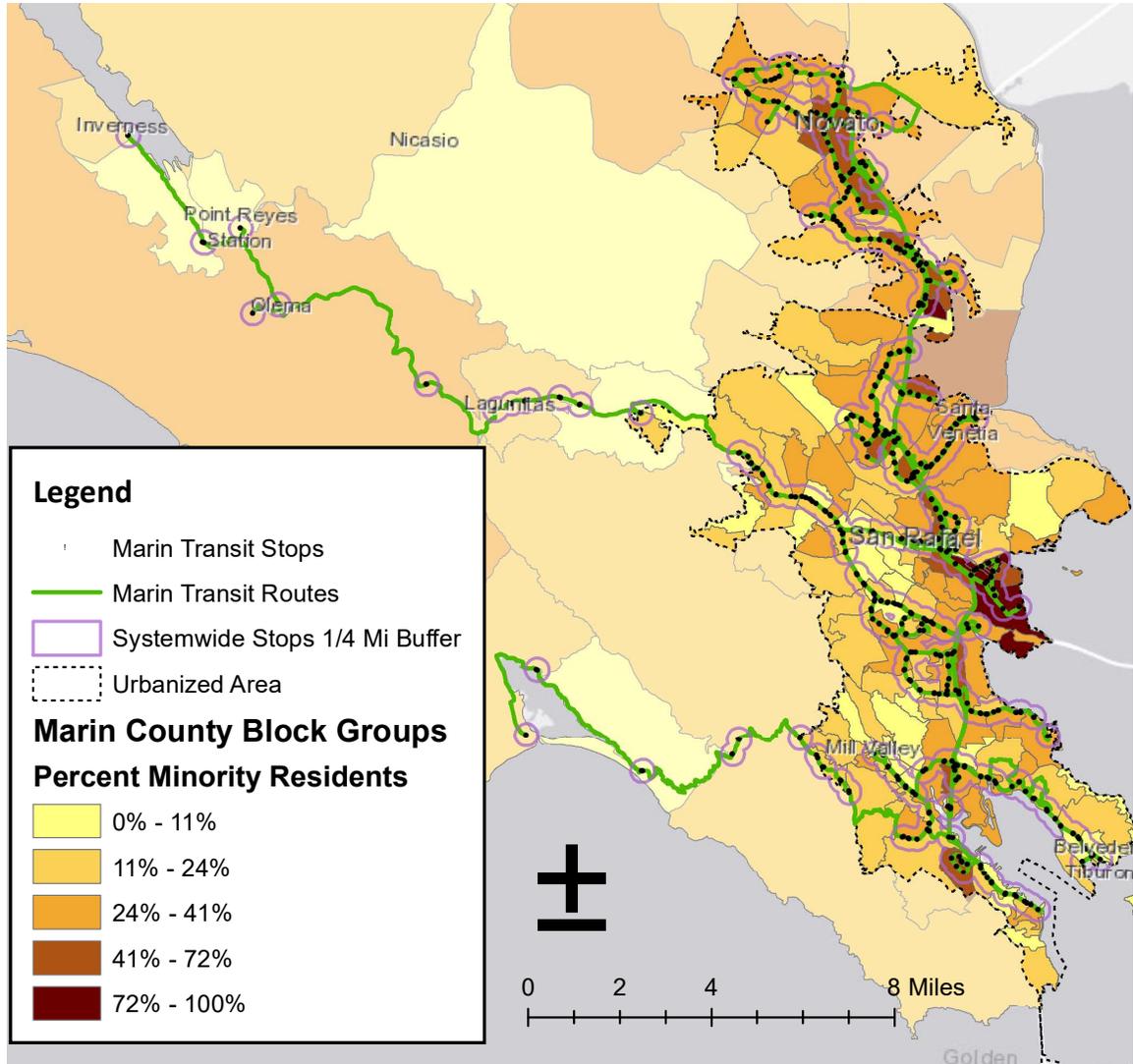
## Cumulative Systemwide Analysis

The cumulative systemwide analysis forms the basis for concluding whether the proposed service changes will constitute a Disparate Impact or Disproportionate Burden.

The baseline systemwide demographics were calculated using the same methodology as the service area demographics above, using demographic information for all block groups within a ¼-mile radius of any Marin Transit bus stop. Figure 1 below shows the systemwide buffer used to calculate these demographics, with the percentage of residents belonging to minority groups shown underneath. Figure 2 shows the same with low-income residents. The final step of the Title VI analysis compares the service changes to these two numbers. The systemwide baseline is 31 percent minority residents and 16 percent low-income residents.



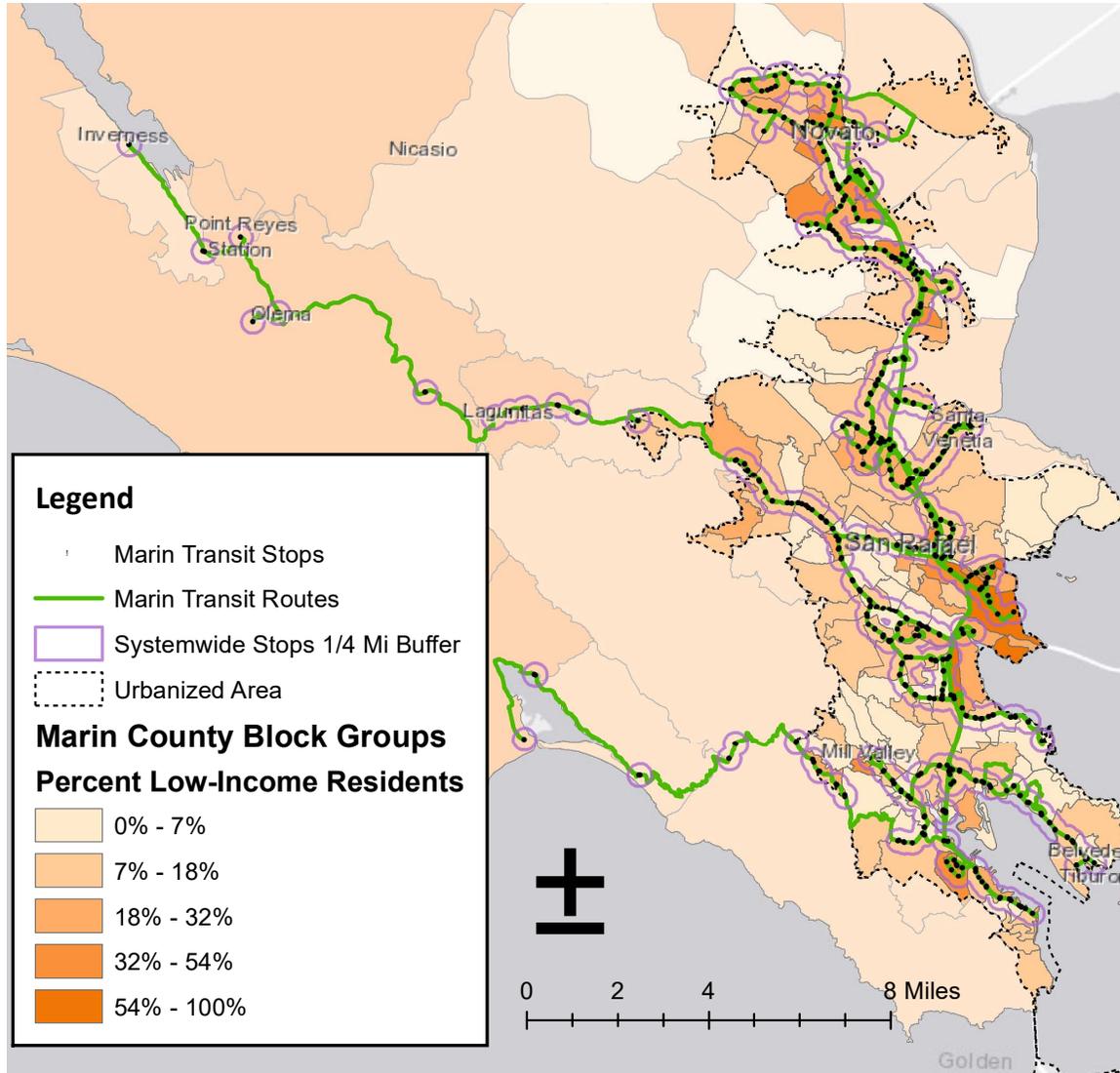
**Figure 1: Systemwide Minority Residents by Block Group**



Source (demographic data): American Community Survey 2021 5-Year Sample, Table B03002.



**Figure 2: Systemwide Low-Income Residents by Block Group**



Source (demographic data): American Community Survey 2021 5-Year Sample, Table C17002.

The systemwide baseline analysis does not take into account level of service in each neighborhood. The District’s fixed route service is concentrated in predominantly minority and low-income communities such as the Canal and Marin City, because this is where the highest ridership and demand for bus service is located. In the Canal, for example, bus service is offered every 15 minutes during peak periods on just Route 35, and between Routes 23 and 36, total service in the neighborhood is even higher most of the day. Meanwhile, in more rural areas such as Point Reyes and Bolinas, there can be an hour or more between buses. Since this



is not taken into account in the systemwide analysis, the baseline demographics likely underestimate the share of baseline service offered to minority and low-income populations.

Table 3 shows the results of step 2 above. The baseline systemwide demographics are included for comparison.

**Table 3: Cumulative Assessment of Proposed Service Changes**

	<b>Total Hours</b>	<b>Minority Share (hours)</b>	<b>Low-Income Share (hours)</b>	<b>Percent Minority Share</b>	<b>Percent Low-Income Share</b>
Cumulative Service Increase	17,036	5,850	3,018	34%	18%
Cumulative Service Decrease	22,903	8,713	4,212	38%	18%
Baseline Systemwide Demographics				31%	16%

#### **Cummulative Service Increase**

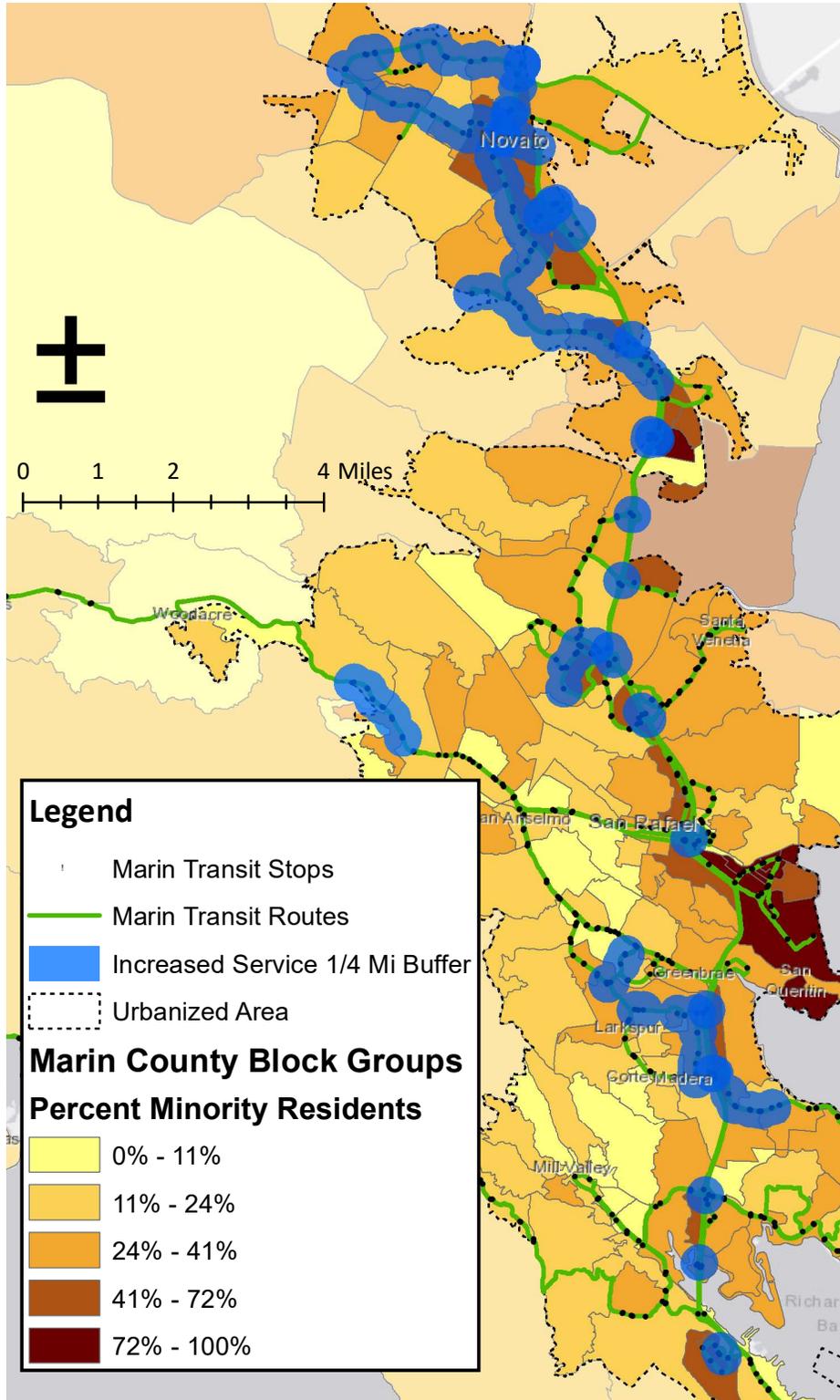
Figure 3 below shows the ¼-mile stop buffers for all of the increased service, systemwide, in the proposed service changes. This includes the proposed service increases on Routes 23, 29, 35, 49, 71 and 257.

As shown in Table 3, the minority share of the service increase will be 34 percent, compared to comprising 31 percent of the underlying service population. This is a difference of three percent, which is below the 20 percent threshold and does not constitute a Disparate Impact.

Similarly, the low-income share of the service increase will be 18 percent, compared to comprising 16 percent of the underlying service population. This is a difference of two percent, which is below the 20 percent threshold and does not constitute a Disproportionate Burden.



**Figure 3: Systemwide Service Increases**





### **Cummulative Service Decrease**

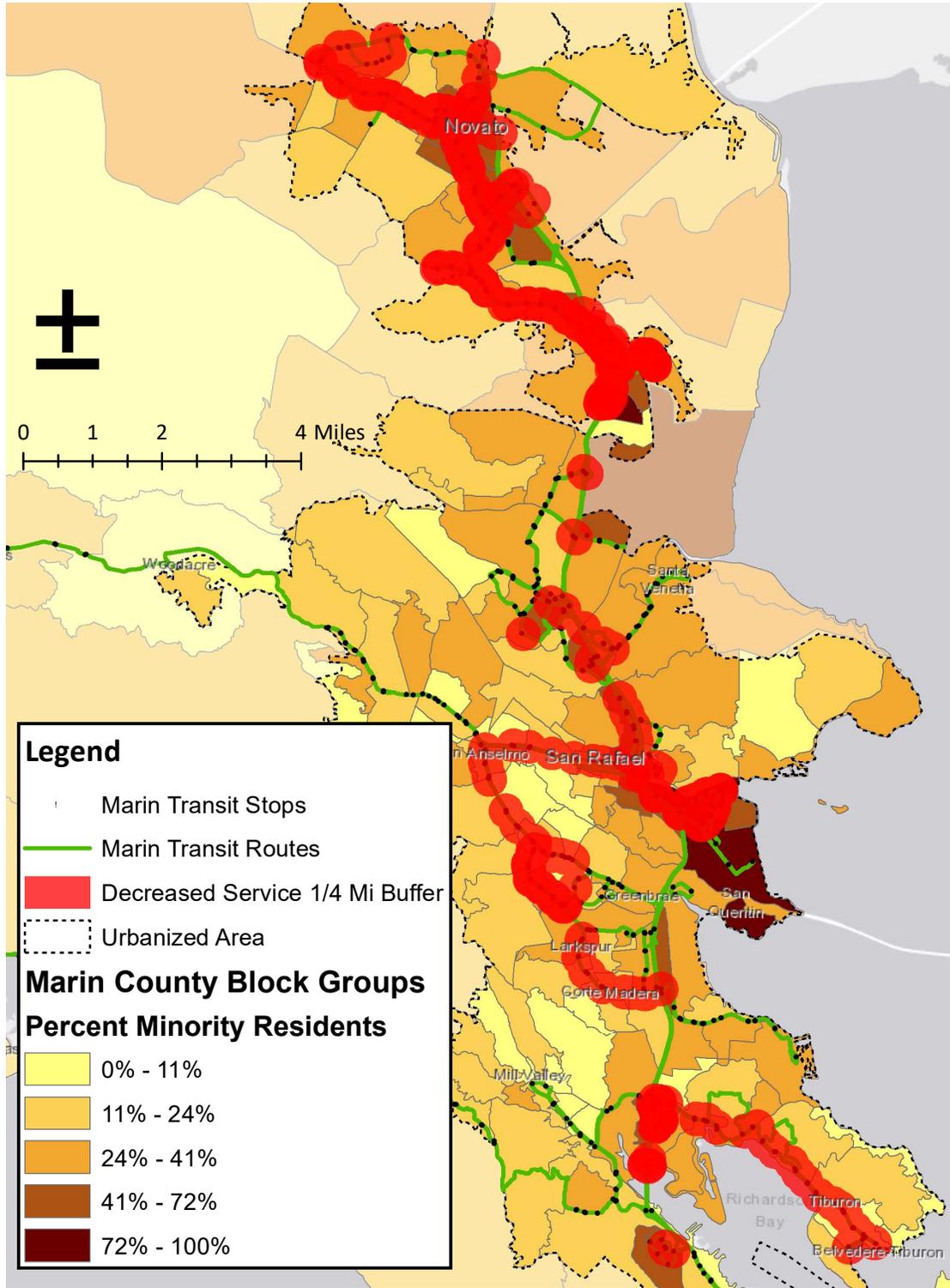
Figure 4 below shows the ¼-mile stop buffers for all of the decreased service, systemwide, in the proposed service changes. This includes the proposed service decreases on Routes 22, 29, 35, 49, 219, 251, 257, 645, and 651.

As shown in Table 3, the minority share of the service decrease will be 38 percent, compared to comprising 31 percent of the underlying service population. This is a difference of seven percent, which is below the 20 percent threshold and does not constitute a Disparate Impact.

Similarly, the low-income share of the service decrease will be 18 percent, compared to comprising 16 percent of the underlying service population. This is a difference of two percent, which is below the 20 percent threshold and does not constitute a Disproportionate Burden.



Figure 4: Systemwide Service Decreases





## Other Analysis

These analyses are included for illustrative purposes only, to show the effects of the proposed service changes from multiple angles, and are not intended to fulfill FTA requirements under Title VI.

## Route Level Analysis

The proposed service changes are intended to create operational efficiencies while minimizing the service level impacts on riders. To achieve this goal, for the most part, where routes were proposed for full cancellation, changes were made on other routes to provide substitute service. Routes proposed for segment cancellation were deconstructed, and the lost service was added to other routes. The table below shows how the routes proposed for service reduction or cancellation were replaced in other parts of the service change proposal.

**Table 4: Route Level Service Replacements/Alternatives**

	Proposed Reduction	Replacement / Alternative Service
Route 22	Northbound service to Strawberry; Evening service	<ul style="list-style-type: none"> <li>Strawberry Service: Routes 17, 36, and proposed Route 219</li> <li>Evening service (Marin City-Corte Madera): Routes 17 and 71</li> <li>Evening service (Corte Madera-Larkspur): <i>No direct replacement / alternative</i></li> <li>Evening service (San Rafael-San Anselmo): proposed Route 23, Route 228</li> </ul>
Route 23x	Cancel Service	<ul style="list-style-type: none"> <li>Consolidate with proposed Route 23</li> </ul>
Route 29	Service to the Canal; Service along Sir Francis Drake/College west of Bon Air Road	<ul style="list-style-type: none"> <li>Canal Service: Routes 35, 36, and proposed Route 23</li> <li>Sir Francis Drake/College Service: Routes 22 and 228</li> </ul>
Route 35	Service north of Northgate	<ul style="list-style-type: none"> <li>Route 49, proposed Route 71 (see note), and proposed Route 257</li> </ul>
Route 219/219f	Service to the hills, service frequency	<ul style="list-style-type: none"> <li><i>No direct replacement / alternative</i></li> </ul>
Route 251	Cancel Service	<ul style="list-style-type: none"> <li>Service to San Marin: proposed Route 49</li> <li>Novato service south of San Marin: proposed Route 257</li> </ul>
Route 645	Cancel Service	<ul style="list-style-type: none"> <li>Proposed Route 35</li> </ul>
Route 651	Cancel Service	<ul style="list-style-type: none"> <li>Proposed Routes 49 and 257</li> </ul>

Note: In addition to the 1,000 hours of service to be added to Route 71 in this proposal, an additional 9,000 annual hours were added to Route 71 in June of 2021.



All service decreases are being countered with service increases on other routes or alternative service on existing routes with two exceptions: Routes 22 and 219/219f. Table 5 below shows the route level assessment and estimated burden on minority and low-income populations. Routes 22 and 219/219f are both below the threshold for disparate impact and disproportionate burden.

**Table 5: Route Level Service Assessment**

	<b>Total Hours (net)</b>	<b>Minority Impact (hours)</b>	<b>Low-Income Impact (hours)</b>	<b>Percent Minority Impact</b>	<b>Percent Low-Income Impact</b>
Route 22	-1,280	-342	-178	27%	14%
Route 23/23x	839	144	142	17%	17%
Route 29 (see note)	463	-22	-43	-5%	-9%
Route 35	-5,628	-2,366	-1,074	42%	19%
Route 49	2,920	849	409	29%	14%
Route 71	2,346	891	455	38%	19%
Route 219/219f	-1,410	-321	-142	23%	10%
Route 251	-9,509	-3,681	-1,813	39%	19%
Route 257	6,703	2,600	1,373	39%	20%
Route 645	-689	-372	-201	54%	29%
Route 651	-622	-243	-122	39%	20%

Note: Although the route-wide change in service hours on Route 29 is net positive, the net change in hours for minority and low-income residents is negative.

## Neighborhood Level Analysis

The net impact of the proposed service changes on individual riders and residents can best be understood at the neighborhood level.

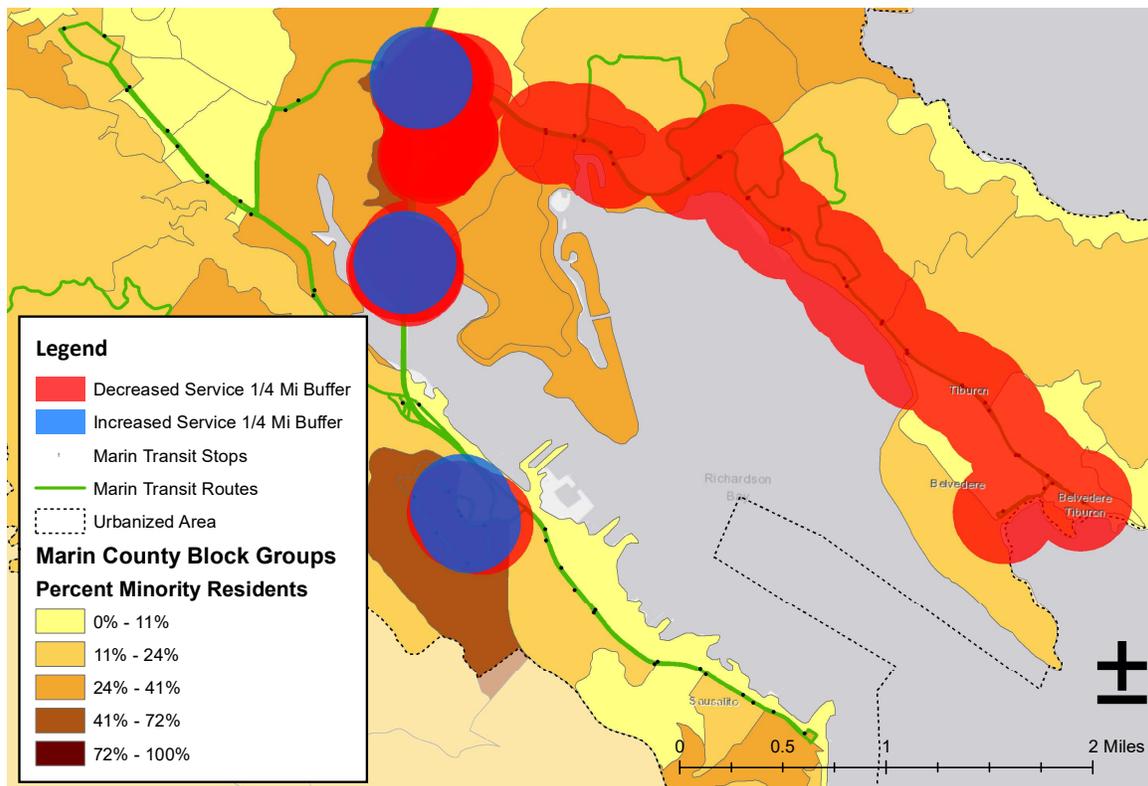
The maps in this section show service increases in blue and decreases in red. Note that these colors only show the direction of the service change (increase/decrease), and do not indicate the scale of the proposed change. Service changes on multiple routes in the same location may layer on top of each other and appear more vivid, but the scale of this change may be less than a single change on a different route.



**Tiburon/Strawberry/Marin City**

Figure 5 below shows the proposed service increases and decreases in Tiburon, Strawberry, and Marin City. Service reductions on Route 219/219f, with no replacement service, mean that Tiburon will receive a net service reduction. Removing the Strawberry stops from Route 22 in the northbound direction, along with reducing late night service on Route 22, will mean that the Strawberry stops have a slight reduction in service (note that the majority of service to these stops occurs on Route 36, which will be unaffected by the proposed service change). Increased service on Route 71 will lead to a net service increase at the Highway 101 bus pads in this area (Tiburon Wye and Seminary Dr), along with the Marin City hub.

**Figure 5: Tiburon/Strawberry/Marin City Proposed Service Changes**

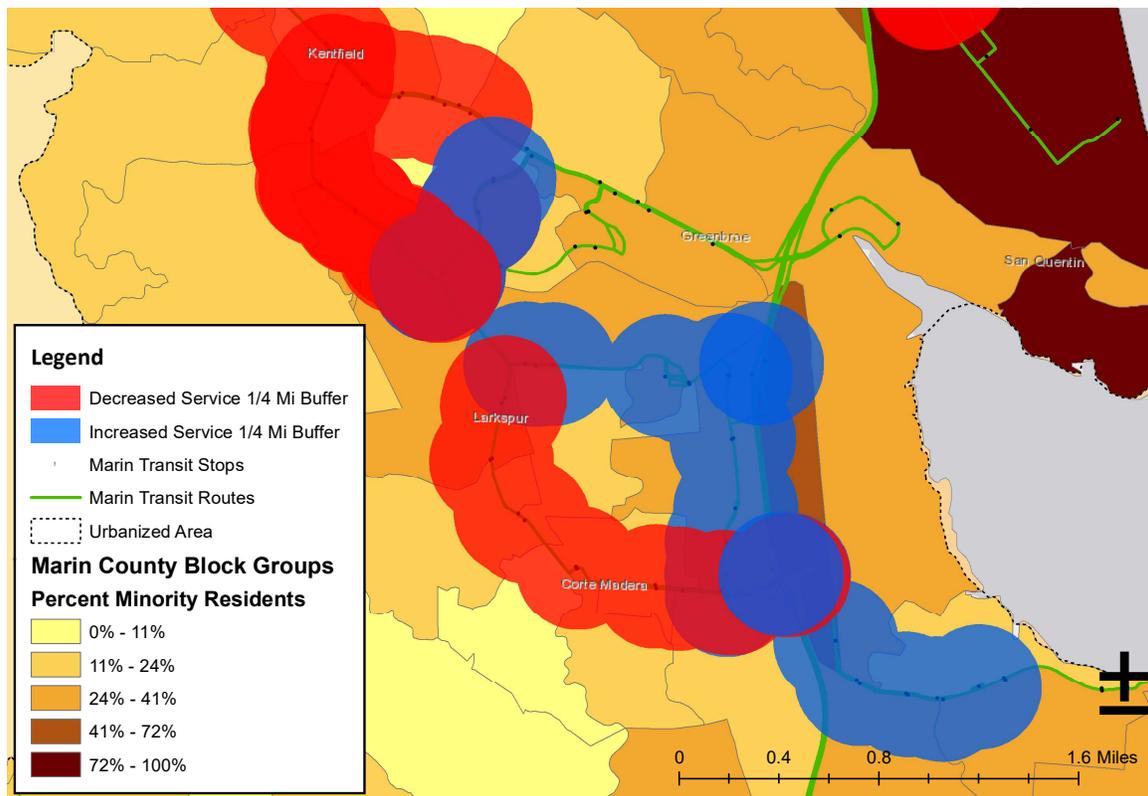




**Corte Madera/Larkspur/Kentfield**

Figure 6 below shows the proposed service increases and decreases in Corte Madera, Larkspur, and Kentfield. The route change on Route 29 will mean a reduction in service for the Kentfield/College of Marin loop during peak hours, but an increase in service along the corridor shown in blue into Corte Madera. Peak hour service to Kentfield/College of Marin will continue on Routes 22 and 228. The reduction in late night service on Route 22 will mean a reduction in service after 8:00 pm in this area. Increased service on Route 71 will increase the frequency of service on the Highway 101 bus pads in this area (Lucky Dr and Tamalpais/Paradise Dr).

**Figure 6: Corte Madera/Larkspur/Kentfield Proposed Service Changes**





## The Canal

Between the change on Route 29 and the cancellation of Route 645, the Canal will receive a decrease in service as part of the proposed service changes. However, the proposed cut is fairly small, and the Canal currently has the highest level of bus service of any neighborhood in Marin County. The proposed changes would represent a 5.8% reduction in weekday trips to the Canal and no reduction in weekend service, as shown in Table 6 and Table 7 below. The reduction will occur primarily during peak hours only, when remaining service combines to offer roughly eight-minute headways in the neighborhood. All trips to and from the Canal will still be possible, although trips between the Canal and Novato or Marin General will now require a (timed) transfer at the San Rafael Transit Center. There will be no impact to the span of service to the Canal.

**Table 6: Weekday Bus Service in the Canal**

Route	Trips per Day (current)	Trips per Day (proposed)
23	17	25
23x	6	0
29	7	0
35	59	59
36	29	29
645	2	0
<b>Total</b>	<b>120</b>	<b>113</b>

**Table 7: Weekend Bus Service in the Canal**

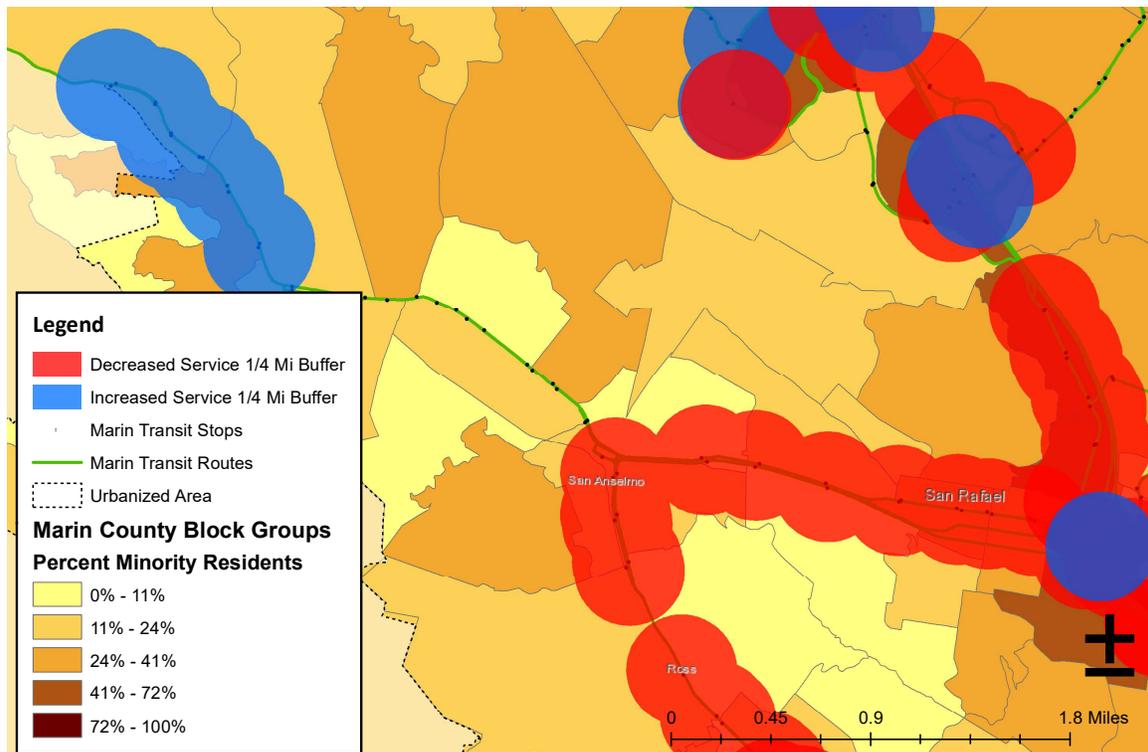
Route	Trips per Day (current)	Trips per Day (proposed)
23	15	15
35	43	43
36	23	23
<b>Total</b>	<b>81</b>	<b>81</b>



**Downtown San Rafael/San Anselmo/Ross/Manor**

Figure 7 below shows the proposed service increases and decreases in Downtown San Rafael, San Anselmo, Ross, and Manor. Note that Santa Venetia and Terra Linda are discussed in the next section. The reduction in late night service on Route 22 will mean a slight reduction in service along the Fourth St/Red Hill Ave corridor in San Rafael into San Anselmo, and then along Sir Francis Drake Blvd into Ross. Note that Routes 23 and 68 will continue to provide late night service along Fourth St/Red Hill Ave. The cancellation of Route 645 will mean a slight reduction in service along Lincoln Ave, although service along Lincoln Ave is primarily provided by Routes 35, 233, and 257. The extension of Route 23 will increase service into Manor, and increased service on Route 71 will increase service to the San Rafael Transit Center. Overall service at the San Rafael Transit Center will remain roughly the same, with the increase in midday service on Route 71 and decrease in late night service on Route 22 both being relatively minor.

**Figure 7: Downtown San Rafael/San Anselmo/Ross/Manor Proposed Service Changes**

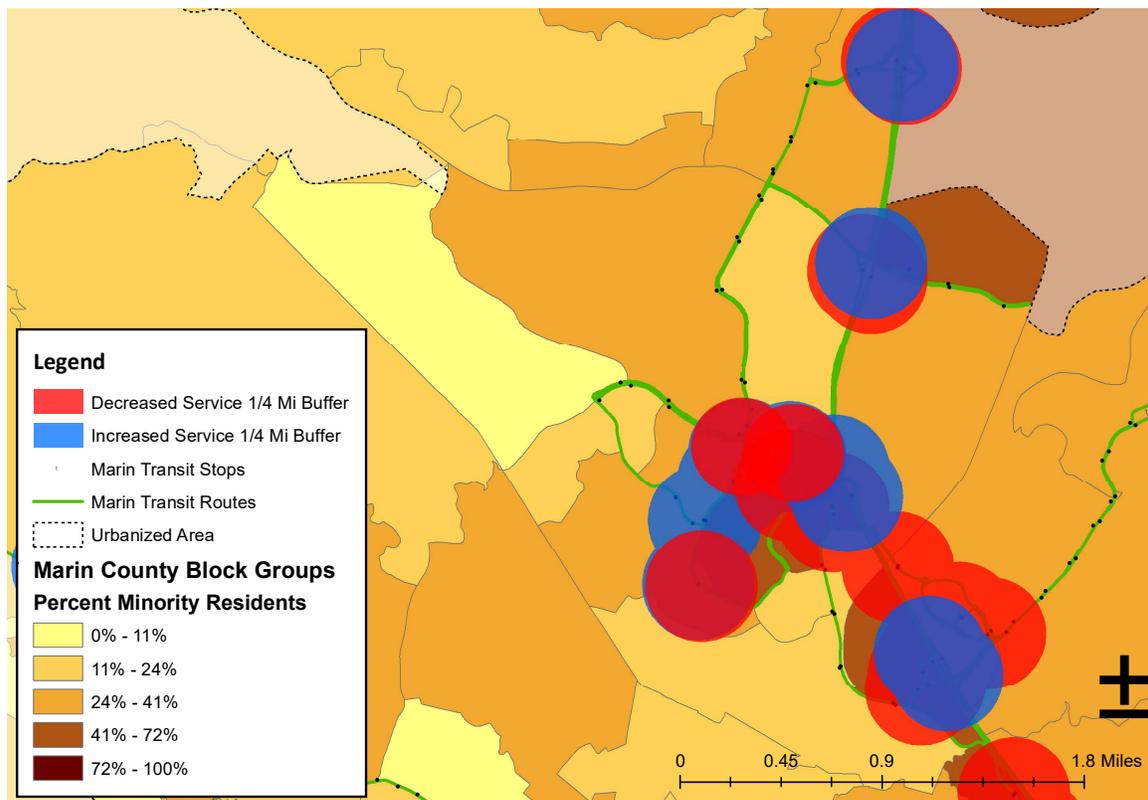




**Santa Venetia/Terra Linda/Marinwood**

Figure 8 below shows the proposed service increases and decreases in Santa Venetia, Terra Linda, and Marinwood. The cancellation of Route 645 will mean a slight reduction in service to the Marin Civic Center area; note that service to that neighborhood is primarily provided by Routes 35, 49, and 233, and the N San Pedro Rd bus pads will increase in service as part of Route 71's increase. Terra Linda will also see a slight reduction due to the cancellation of Route 645 and Route 49 no longer serving Nova Albion/Las Gallinas, but this reduction will be more than compensated for by the increase in service due to the rerouting of Route 35 into Terra Linda. The Terra Linda bus pads will also see an increase in service on Route 71. Bus pads in this area (Smith Ranch/Lucas Valley Rd and Marinwood) will see service switch from Route 35 to Route 71, which will entail a slight reduction in frequency.

**Figure 8: Santa Venetia/Terra Linda/St Vincent Proposed Service Changes**





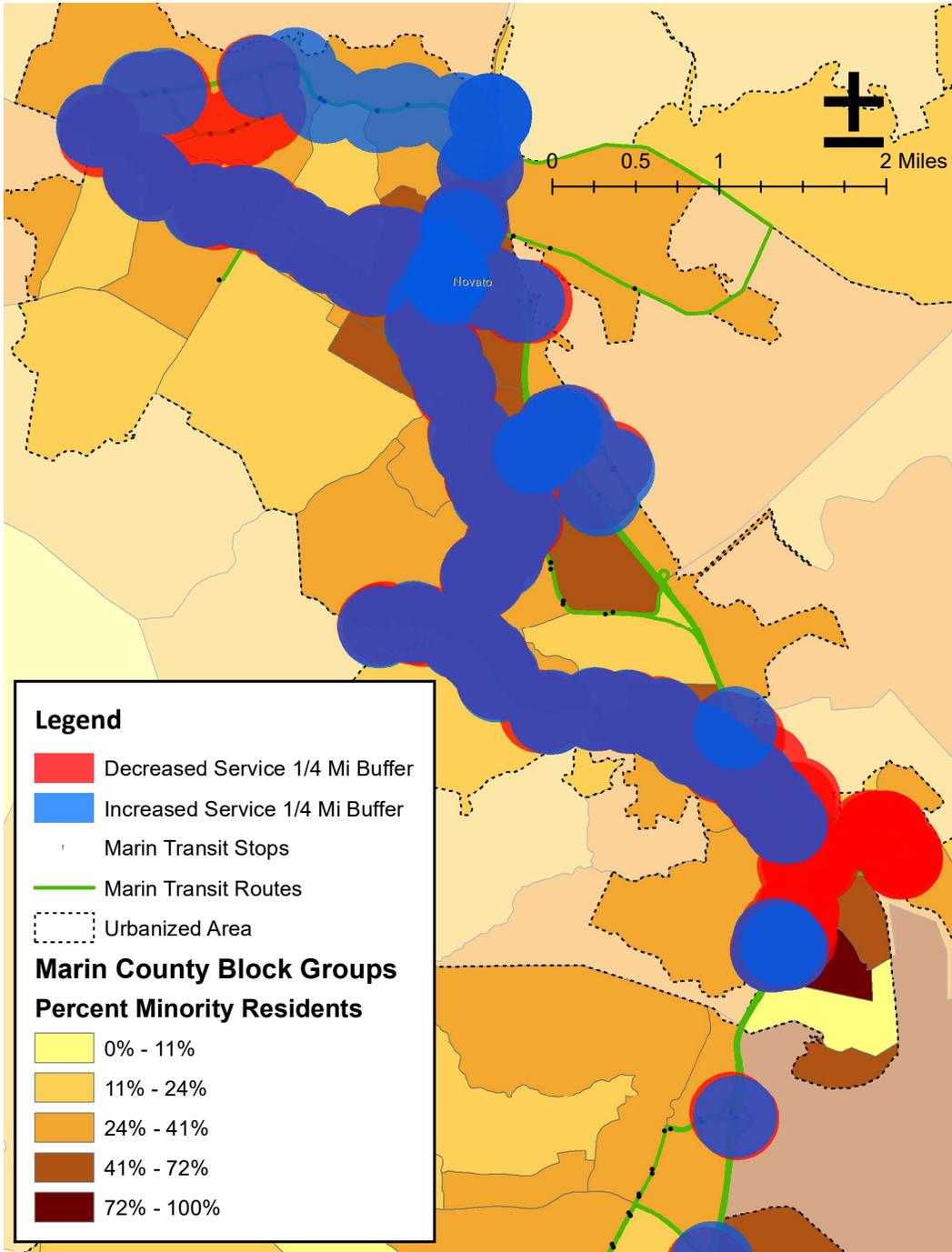
## Novato

Figure 9 below shows the proposed service increases and decreases in Novato. The bus pads along Highway 101 will see a shift in service from Route 35 to Route 71, which will entail a slight reduction in frequency. The Hamilton neighborhood will see a slight decrease in service during weekday midday times due to the cancellation of Routes 251 and the re-routing of Route 257. Note that primary service to this neighborhood is on Route 49, which will remain unchanged, and Route 257 short trips will continue serving Hamilton as well. The Ignacio Blvd corridor from Hamilton to Indian Valley Campus, along with the Sunset Pkwy/S Novato Blvd corridor from Indian Valley Campus to Downtown Novato, will see a roughly even shift of service from Route 251 to the new added service and route extension on Route 257. There will be a slight decrease in total service along this corridor due to the cancellation of Route 651 and route consolidation along the Ignacio Blvd portion of the corridor.

Redwood Blvd between Grant Ave and the San Marin SMART station will see service shift from Routes 35 and 49 to Routes 71 and 257, which will entail a slight reduction in service; note that Route 71 terminates at Olive Ave (where Route 35 currently terminates as well). The San Marin neighborhood will see service shift from Routes 251 and 651 to Route 49, which will result in a net increase in service, especially along San Marin Dr east of San Carlos Way. Note that the stops on San Carlos Way will lose service and riders will now need to walk up to a half mile to access service along San Marin Dr. It should also be noted that riders traveling between San Marin and Vintage Oaks will now need to make a transfer in Downtown Novato or at the San Marin SMART station to complete this trip.



**Figure 9: Novato Proposed Service Changes**





## Conclusion

As demonstrated above, the proposed service change package does not constitute a Disparate Impact on minority populations or a Disproportionate Burden on low-income populations under Title VI. District staff carefully formulated the service change proposal to ensure that, to the greatest extent possible, any service being cut from one route would be replaced by added service on another route. The data backs this up.

This analysis only looks at the demographic and service data to ensure that the impact of the proposed changes will not be disparately or disproportionately targeted towards minority or low-income populations. The public comments received as part of the public outreach process are not analyzed in this report, but can be found in Appendixes B and C. This report should be considered alongside the public comment received; it does not supersede it.



## Appendix A: Public Outreach & Participation Summary

### February Outreach / In-Person Marin Transit

Date	Event	Location	Description	# of Hours	Attendees	Interactions	Non-English Speakers	Translation Available	MT Staff
2/6/2023	Marin Transit Board Meeting	Zoom: <a href="https://us02web.zoom.us/j/87972683373">https://us02web.zoom.us/j/87972683373</a>	Reunion of the Marin Transit Board of Directors for their monthly meeting. Staff announced proposed service changes and allowed for public comments on item.	1	15	0	0	Yes	10
2/7/2023	Marin County Mobile Vaccine Unit & Food Pantry at Canal Alliance in San Rafael	91 Larkspur St, San Rafael, CA 94901	Outreach event for proposed June service changes in cooperation with Canal Alliance, the Marin County Mobile Vaccine Unit, and the San Rafael Food Pantry.	5	220	46	40	Yes	1
2/9/2023	San Rafael Transit Center	3rd & Hetherton, San Rafael, CA, 94901	Outreach event for proposed June service changes at the San Rafael Transit Center.	4	N/A	60	2	Yes	1
2/14/2023	Marin City	Marin City Hub-Donahue St & Terners Dr, Sausalito, CA 94965	Outreach event for proposed June service changes at the Marin City Hub.	4	N/A	51	1	Yes	2
2/15/2023	Fairfax	Broadway & Pacheco Avenue	Outreach event for proposed June service changes in downtown Fairfax	2	N/A	35	0	Yes	1
2/16/2023	Novato	Redwood & Grant Transit Center	Outreach event for proposed June service changes at the Redwood & Grant Transit Station	3	N/A	64	0	Yes	1
2/17/2023	Canal-San Rafael, CA	Medway Rd & Canal Street	Outreach event for proposed June service changes at in the Canal District	2	N/A	45	33	Yes	2
2/22/2023	Ross Valley	Center Blvd & Bridge Av	Outreach event for proposed June service changes at in the Canal District	2	N/A	54	2	Yes	1
2/15/2023	Canal Resilience Council Presentation	Zoom	Monthly meeting of Canal Alliance partners	2	26	11	4	Yes	1
2/22/2023	Marin Transit Virtual Community Forum (English)	Zoom	Virtual Community forum to share information about service changes in English language	2	3	0	0	Yes	6
2/23/2023	Marin Transit Virtual Community Forum (Spanish)	Zoom	Virtual Community forum to share information about service changes in Spanish language	2	1	0	1	Yes	4
2/21/2023	Transportation Authority of Marin Citizens Oversight Committee (COC)	TAM office and Zoom	Marin Transit staff presentation to TAM COC about Marin Transit, including service changes	2	24	10	0	No	2
2/23/2023	Transportation Authority of Marin Board of Commissioners	Zoom	Marin Transit staff presentation to TAM Board about Marin Transit, including service changes	2	37	5	0	No	2
2/9/2023	Marin Mobility Consortium (MMC)	Zoom	Quarterly Marin Transit MMC meeting, staff presented on service changes.	2	15	5	0	No	4
2/28/2023	Paratransit Coordinating Council (PCC)	Zoom	Bi-monthly PCC meeting, staff presented on service changes	2	18	2	0	No	4



February Outreach / In-Person

Date	Social Media Channel	Description	Likes	Shares	Impressions
2/6/2023	Twitter	Stay in the loop with Marin Transit's latest updates! Get all the details on our proposed service changes and other exciting news in our latest E-Blast: <a href="https://mailchi.mp/marintransit/proposed-service-changes-and-other-updates?e=9f3f587165">https://mailchi.mp/marintransit/proposed-service-changes-and-other-updates?e=9f3f587165</a> #MarinTransit #MarinTransit2023ServiceChanges			59
2/8/2023	Twitter	Have a say in shaping the future of public transportation in Marin County! Marin Transit is proposing changes to bus routes and schedules to improve reliability and align with ridership. Check out the proposed changes and share your input at <a href="https://marintransit.org/2023servicechanges">https://marintransit.org/2023servicechanges</a>	1		72
2/8/2023	Twitter	Marin Transit is on a mission to improve your rides & we want to hear from you! We are proposing changes to local bus routes and schedules to better align with ridership demands and improve service reliability. Review the changes & share your thoughts at <a href="http://marintransit.org/2023servicechanges">http://marintransit.org/2023servicechanges</a> .			75
2/13/2023	Twitter	Exciting news! Marin Transit is proposing changes to bus routes and schedules to improve service. Check out the details and share your thoughts at <a href="https://marintransit.org/2023servicechanges">https://marintransit.org/2023servicechanges</a> We appreciate your support as we work towards a better transit experience for all! #MarinTransit	1		47
2/6/2023	Facebook	Stay in the loop with Marin Transit's latest updates! Get all the details on our proposed service changes and other exciting news in our latest E-Blast: <a href="https://mailchi.mp/.../proposed-service-changes-and-other...">https://mailchi.mp/.../proposed-service-changes-and-other...</a> #MarinTransit #MarinTransit2023ServiceChanges	4		44
2/7/2023	Facebook	Have a say in shaping the future of public transportation in Marin County! Marin Transit is proposing changes to bus routes and schedules to improve reliability and align with ridership. Check out the proposed changes and share your input at <a href="https://marintransit.org/2023servicechanges">https://marintransit.org/2023servicechanges</a>		2	58
2/7/2023	Facebook	Marin Transit pide que el público comparta sus opiniones sobre los cambios de servicio propuestos para el próximo año. ¡Comparta su opinión y ayude a dar forma al transporte público en el condado de Marin juntos! Marin Transit propone cambios en las rutas y los horarios de los autobuses para mejorar la confiabilidad y alinearse con el número de pasajeros. Consulte los cambios propuestos y comparta su opinión en <a href="https://marintransit.org/2023servicechanges">https://marintransit.org/2023servicechanges</a> Traducción de la página al español disponible en el sitio web	1	1	71
2/9/2023	Facebook	Ad - Attention Marin County residents! Marin Transit is proposing changes to local bus routes and schedules to better serve our community: <a href="https://marintransit.org/2023servicechanges">https://marintransit.org/2023servicechanges</a> - Check out the proposed changes in the video below and share your input! Your voice matters! Join us for the public hearing on March 6th at 10AM at the Marin County Civic Center, or virtually on Zoom! Let's work together to improve public transportation in Marin County! Check out our website for all the details: <a href="https://marintransit.org/2023servicechanges">https://marintransit.org/2023servicechanges</a> #MarinTransit #MarinTransitServiceChanges	1		6,206
2/10/2023	Facebook	Marin Transit is on a mission to improve your rides & we want to hear from you! We are proposing changes to local bus routes and schedules to better align with ridership demands and improve service reliability. Review the changes & share your thoughts at: <a href="https://t.co/adlOfXU5Fk">https://t.co/adlOfXU5Fk</a>	2	3	124



Date	Social Media Channel	Description	Likes	Shares	Impressions
2/13/2023	Facebook	Get ready, Marin County! 📢 Marin Transit is shaking things up on June 11th, 2023 with proposed changes to bus routes and schedules. 🗨️ Our goal is to better align with ridership demands and maximize our resources for a better public transit experience. 🗣️ We want to hear from YOU! Share your thoughts and suggestions in the comments below. 🗨️ Your support is key as we work to make public transit in Marin even better. 📄 <a href="https://marintransit.org/2023servicechanges">https://marintransit.org/2023servicechanges</a>	1		10
2/14/2023	Twitter	Hey Marin City! 🗣️ Our Marin Transit staff will be out in the field this afternoon engaging with the public. If you're around, feel free to stop by and say hi. We'd love to hear from you! 🗨️ #MarinTransit #MarinCity	1		115
2/16/2023	Twitter	🗣️ Attention Marin County residents! Marin Transit is proposing changes to bus routes & schedules to better serve the community's needs. Join us for our virtual community forums on Feb 22 & 23 to make your voice heard! #MarinTransit More information here: <a href="https://marintransit.org/2023servicechanges">https://marintransit.org/2023servicechanges</a> .	3	1	83
2/16/2023	Twitter	Hey Novato! 🗣️ Our Marin Transit staff will be out in the field this afternoon engaging with the public. If you're around, feel free to stop by and say hi. We'd love to hear from you! 🗨️ #MarinTransit #Novato			65
2/17/2023	Twitter	San Rafael! 🗣️ Our awesome Marin Transit team will be hitting the streets in the Canal this morning to connect with the community. If you happen to be in the area, swing by and say hi! We'd be thrilled to chat with you. 🗨️ #MarinTransit #SanRafael #Canal			
2/14/2023	Facebook	Hey Marin City! 🗣️ Our Marin Transit staff will be out in the field this afternoon engaging with the public. If you're around, feel free to stop by and say hi. We'd love to hear from you! 🗨️ #MarinTransit #marincity	2		45
2/16/2023	Facebook	🗣️ Attention all Marin County residents! 📢 Marin Transit is seeking your input on proposed changes to local bus routes and schedules to better serve the community's needs. Routes 22, 23, 23X, 29, 35, 49, 71, 219, 251, 257, 645, & 651 are all affected. Your feedback is crucial in ensuring that our services meet the demands of our community. Join us for our virtual community forums on Wednesday, February 22, 2023, from 5:30 PM to 7:30 PM (English Language) and Thursday, February 23, 2023, from 5:30 PM to 7:30 PM (Spanish Language). Make sure your voice is heard, and help us improve our service reliability. Check out the proposed changes and submit your feedback today! #marintransit	1	1	24
2/16/2023	Facebook	Hey Novato! 🗣️ Our Marin Transit staff will be out in the field this afternoon engaging with the public. If you're around, feel free to stop by and say hi. We'd love to hear from you! 🗨️ #MarinTransit #Novato	2	2	56
2/17/2023	Facebook	San Rafael! 🗣️ Our awesome Marin Transit team will be hitting the streets in the Canal this morning to connect with the community. If you happen to be in the area, swing by and say hi! We'd be thrilled to chat with you. 🗨️ #MarinTransit #SanRafael #Canal	2		43
2/27/2023	Facebook	🗣️ Attention Marin Transit riders and local residents! 📢 A public hearing is scheduled for 10 a.m. on March 6 to hear feedback from riders and local residents on the proposed service adjustments. If adopted, the changes would take effect on June 11. So, mark your calendars and make sure to attend the public hearing next Monday to voice your thoughts and opinions on the proposed changes. Your feedback is important and can help shape the future of Marin Transit! For more information and maps of the proposed changes, please visit <a href="http://marintransit.org/2023servicechanges">marintransit.org/2023servicechanges</a> .	1		6
2/27/2023	Twitter	🗣️ Attention Marin County! 📢 Marin Transit is proposing changes to 12 local bus routes. Join the public hearing on March 6 to share your feedback and help shape the future of transportation in your community. Check out <a href="http://marintransit.org/2023servicechanges">http://marintransit.org/2023servicechanges</a> for more info. #MarinTransit	1		32



## February Outreach / Information Distribution

Type of Outreach	Description	Location / Channel	Quantity	Views / Attendance
Physical Posters	Bilingual 24x36 Notice, A-Frame	San Rafael Transit Center	2	N/A
Physical Posters	Bilingual 24x36 Notice, A-Frame	Redwood & Grant Transit Center	1	N/A
Physical Posters	Bilingual 8.5x 15 Laminated Notice	Signage at Timepoint Bus Stops	70	N/A
Physical Posters	Bilingual 11 x 14 Ad Rail Notice	Adrail notices in buses located in overhead ad rail space on Gilligs, behind driver on Cutaways	130	N/A
Physical Posters	Bilingual 8.5 x 11 Portrait Notice	In-vehicle Notices	20	N/A
Virtual Posters and Social Media Messaging		Canal Alliance social media	1	N/A
Virtual Posters and Social Media Messaging	Spanish Language Presentation on Proposed 2023 Presentations	<a href="http://www.marintransit.org">www.marintransit.org</a> / <a href="https://www.facebook.com/marintransit">https://www.facebook.com/marintransit</a>	1	10
Virtual Posters and Social Media Messaging	English Language Presentation on Proposed 2023 Presentations	<a href="http://www.marintransit.org">www.marintransit.org</a> / <a href="https://www.facebook.com/marintransit">https://www.facebook.com/marintransit</a>	1	6
Virtual Posters and Social Media Messaging	Bilingual Facebook Ad - Presentation on Proposed 2023 Service Changes	<a href="http://www.marintransit.org">www.marintransit.org</a> / <a href="https://www.facebook.com/marintransit">https://www.facebook.com/marintransit</a>	1	1,231
Virtual Posters and Social Media Messaging	Spanish Language Messaging about Spanish-Language Virtual Community Gathering about Proposed Service Changes	<a href="https://www.facebook.com/CanalAlliance.SanRafael">www.facebook.com/CanalAlliance.SanRafael</a>	1	110
Virtual Posters and Social Media Messaging	Dedicated multi-lingual website	Dedicated webpage with information on the impacted routes, proposed alternative routes, and a public comment form. The webpage is translatable and includes service change videos in both English and Spanish, and includes bilingual infographics for all impacted routes. For more information visit: <a href="http://Marintransit.org/2023servicechanges">Marintransit.org/2023servicechanges</a>	1	1,260
Virtual Posters and Social Media Messaging	Website News Posting	Marintransit website news posting		471
Virtual Posters and Social Media Messaging	Proposed Service Changes E-Blast	Electronic newsletter to opt-in email list	1	4622/40
Virtual Posters and Social Media Messaging	Eblast to Community Partners	Notify community partners of proposed service changes and provide messaging and graphics for them to share with their networks.	30	N/A
Virtual Posters and Social Media Messaging	Press Release	Press release sent to local press contacts	18	N/A
Media Coverage	Public Hearing Notice Publication in English and Spanish Languages in Print and Digital Formats	MarinJ publication / <a href="http://www.capublicnotice.com">www.capublicnotice.com</a>	2	N/A
Media Coverage	Community Partner Reference	Eric Lucan Novato Newsletter	1	N/A
Media Coverage	Community Partner Reference	Supevisor Rodoni Facebook post	1	N/A
Media Coverage	Community Partner Reference	MarinJ article by Dick Spotswood	1	N/A



## Appendix B: Written Public Comments

<b>Date:</b>	02/03/2023
<b>Source:</b>	Online form
<b>Route:</b>	49, 251, 257, 651
<b>Comment:</b>	<p>Several questions and comments on those routes that happen to be my home lines: - I understand that a few stops around Northgate Mall (especially Las Gallinas &amp; Northgate, Las Gallinas &amp; Nova Albion, and Freitas Pkwy &amp; Del Presidio/Northgate) will be removed once Route 49 is readjusted to follow the current Route 35 to and from US-101. Please keep those stops to provide alternatives between the 49 and 257 once the alignments are finalized to maintain connectivity to and from the Terra Linda neighborhood, especially when the 257 is the only line (aside from the 245) that serves Kaiser to and from Novato. - Now that the 257 will be expanded to serve Downtown Novato via Vintage Oaks, would it be possible to renumber it as the 57 and use larger buses (or a mix of shuttle vans and large buses) since it will be a longer, more productive line than the current iteration only serving between Indian Valley College (Ignacio) and San Rafael Transit Center? I'd also like to see your routing idea when the 257 will operate within Novato only as it would remind me of the old 51 route that operated between Alameda del Prado Bus Pad (or Ignacio Bus Pad) and San Marin via Downtown Novato. - Will there be interlining between the 49 and 257 as both will start and end at the same terminals (San Rafael Transit Center and Novato-San Marin SMART station)? If this is the case, I'd like to see buses being distributed equally between the two lines (e.g., four buses each on the 49 and 257 on weekdays, two to three buses on each on weekends). An example of interlining would be, a bus heading north on the 49 one way will become a 257 heading south once it gets to San Marin SMART, and vice versa (257 north, 49 south). - Will there be significant scheduling improvements aside from an increased frequency on the 257 within Novato on weekdays? If both lines operate in tandem, a combined service span from 5am to midnight daily would be ideal, like how Golden Gate Transit operated the old 57 and 59 lines prior to Marin Transit operating the 49 and 259 (and</p>



	<p>later on, 251 and 257). - Will there be school runs on the 49 and 257 to address the elimination of the 251 and 651, not just like adding service every 30 minutes on both lines? If so, please highlight them on the schedule to avoid confusion when the school year begins in August 2023. - Will there be some trips on both lines operated by MV Transportation buses and operators on top of trips currently operated by Marin Airporter buses and operators? With a significant increase in the number of trips and improved frequencies, it would be ideal to share resources with both contractors to ensure service efficiency and continuity on both 49 and 257 lines. - There was a proposal long ago to serve Randolph Drive on the 257 and terminate at Hamilton Theatre Park-and-Ride or Novato-Hamilton SMART station. Could that alignment be used on the short trips within Novato to allow continuation of service through Hamilton?</p>
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<b>Date:</b>	02/06/2023
<b>Source:</b>	Online form
<b>Route:</b>	228
<b>Comment:</b>	Consider providing a night service running around 9:00 pm for night College of Marin courses.

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<b>Date:</b>	02/06/2023
<b>Source:</b>	Online form
<b>Route:</b>	49, 71, 251
<b>Comment:</b>	I keep getting notifications about route cancellations due to shortage of drivers. I take bus 49 to work and usually back home. I would like to know which times the bus isn't coming. Sometimes it just doesn't show up and I have to take the next one, so I arrive a little late to work. Alternate routes come only once an hour and come before the 49.

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<b>Date:</b>	02/06/2023
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<b>Source:</b>	Online form
<b>Route:</b>	49
<b>Comment:</b>	I need to take the bus to Kaiser occasionally and would rather get off at Las Gallinas and Nova Albion than at Northgate (would have to walk all the way through Northgate to Kaiser which is a hassle).

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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	49, 251, 257
<b>Comment:</b>	<p>Hello Marin Transit folks, Thank you for providing riders with the chance to comment on proposed service changes. It is sad for me to see that IVC will no longer have a direct connection to the SMART station at Hamilton if 251 service is discontinued and changes aren't made to the proposed new 257 route. Indeed, there is still no mention of the 'connection' to SMART (granted it is not yet very convenient) at Hamilton Field for Line 251 or 49 on any Marin Transit maps/schedules, nor an additional stop yet added at the SMART Hamilton parking lot (or even just at the corner nearest to it) for lines 49 or 251/257. Given the limited public transit service in Marin, it is very important (IMO) to better integrate (or at least facilitate awareness of) and /or provide connections to services provided by SMART and Marin Transit. For instance, a person wanting to go from Larkspur Landing to IVC can currently take SMART to Hamilton and 'transfer' to the 251, but the transfer involves quite a hike from the SMART stop to the closest Marin Transit stop, which is almost too far for the average rider to want to walk. This could easily be rectified by adding a stop at the corner of the Hamilton SMART parking lot, where 251 drivers will sometimes stop anyway if asked or are flagged down at that location (there plenty of room for a stop on both sides of the street). It's as if the two systems aren't 'talking to each other', to the detriment of the very public both systems are doing such hard work to reach out to and better serve. Please take the opportunities proposed by your upcoming route adjustments to better facilitate such connections/awareness, and do everything possible to maintain a stop near Hamilton SMART for the revised 257 service in</p>



	<p>light of the suppression of the 251, which will otherwise eliminate direct service between anywhere at Hamilton field and IVC. This seems to be moving in the wrong direction for public transit options in Southern Novato, where people (often seniors not able/wanting to drive) up and down the IVC/Ignacio Blvd corridor are starting to visit Hamilton locations (museum, restaurants, hiking) using the 251, but will be deterred if a transfer (which can take up to an hour at this time) is required to get from Hamilton to IVC/Ignacio Blvd stops. Thank you for all the hard work being done to get all this right! Cheers, Jim</p>
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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	General, 23x, 29, 251, 651
<b>Comment:</b>	<p>As a frequent user of Marin Transit and a San Marin Resident, cancelling Route 251 would effectively cut off those who live along San Carlos Way. I often use Route 23X to quickly access Downtown Fairfax and it's a lifesaver to quickly access the area. Cancelling Marin Transit's only remaining express route would make travel times in an already slow network even slower. As a College of Marin student, having a fallback route in case of delays on Routes 22 and 228 is greatly appreciated and removing Route 29 service in the COM area would further cut off the school, which is why removing service along Route 651 would greatly impact our students who live in the Hamilton area by removing a quicker way to access their homes after a long day of school. As a network focused on accessibility and mobility, the focus should be on expanding and reaching so that all can experience the benefits of public transit.</p>

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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	251



<b>Comment:</b>	<p>I am upset to learn that you are abandoning the service on the 251 to and from San Marin. I used to catch the shuttle from Novato Blvd and McClay to Redwood and Grant to catch a southbound bus to San Rafael. (That bus number has changed over the years.) With your most recent change, I couldn't make that change because the connection no longer worked. It was fine when I had to wait about 10 minutes, but now the wait is over 20 minutes (although the second bus is a 101 by Golden Gate Transit). So, instead of walking about 7/10 of a mile to Novato Blvd and McClay, I have to walk about 1.7 miles to Redwood and Grant. However, the shuttle still worked at the end of the day and I could catch it from Redwood and Grant to Novato Blvd and Wilson (a closer stop to me on the way home). Now, that option will no longer be available either. There are a lot of people who I saw rely on the 251 to head to San Marin. Golden Gate Transit abandoned that segment when they changed the route alignment for what was at one time the 54 route. They also abandoned the route 56 which at least provided service to the other end of Simmons Lane - although it was not as convenient.</p>
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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	N/A
<b>Comment:</b>	Would like access to Muir Beach via bus

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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	N/A
<b>Comment:</b>	There needs to be bus service directly to the new Kaiser facility on Los Gamos. People going there are likely to be unable to walk from



	the freeway bus pad, especially coming from South of that stop. Thanks.
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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	29
<b>Comment:</b>	For route 29, is there any way you can move/place bus stops closer to Bon Air Rd / Magnolia Avenue intersection in Larkspur to make it more convenient for a passenger to catch Route 22 at it's nearby bus stops on Magnolia Avenue near Bon Air Rd.?

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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	N/A
<b>Comment:</b>	Mission and Union is a filthy rats nest! Not many people use that little bus, as the students and ohh heart ta prefer cars but they overflow the stop with cans of Modelo beer, litter, rats in bushes , please get rid of that stop. See so many close calls of kids darting out at that intersection from bus stop . Homeless routinely sleep in that bench which is right next to a pre school. The Montecito neighborhood implores you to end that line.we did just fine without it . Stores are close by and so is Marin Transit just a few blocks away.

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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	22



<b>Comment:</b>	Please don't stop the bus after 8pm or at least stop it after the 8:30pm a lot of bus take that bus to go back home from college of Marin. If that bus gets cancelled I won't be able to attend any classes anymore. Please consider students.
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<b>Date:</b>	02/07/2023
<b>Source:</b>	Online form
<b>Route:</b>	General, 22, 23, 23x
<b>Comment:</b>	PLEASE ensure there is adequate service for people, especially students, who attend or work at Archie Williams High School. Bus 22, 23x, 228, and others are absolutely essential transit to and from Corte Madera, Larkspur, Greenbrae, San Rafael, and San Anselmo. Please note school starts at 8:30 and ends at 3:35. After School Sports conclude ~5:15pm. Also, provide an alert in advance to riders when a bus is canceled so people can identify other sources of commuting. Thank you.

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<b>Date:</b>	02/08/2023
<b>Source:</b>	Online form
<b>Route:</b>	22
<b>Comment:</b>	Please do not remove weekday and weekend service after 8pm and the 6:30pm weekday southbound trip. I rely on these later buses all the time. However, making later southbound bus service on weekdays and weekends would me much appreciated as a late-night connection to College of Marin and Larkspur from San Rafael. Increasing service to every 30 minutes on weekdays and weekends would be extremely useful, as the hourly buses generally get quite busy. Currently every 30 minute service is only offered on weekends between College of Marin and San Rafael. Lastly, late night service on the 228 (after 6:30pm) would also be very useful and great.




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<b>Date:</b>	02/08/2023
<b>Source:</b>	Online form
<b>Route:</b>	35, 251
<b>Comment:</b>	Me and lots of other people use the 251 bus to get to places like San Marin to vintage oaks and getting rid of the 251 will make it quite hard to get there. For the 35 I should still go to Novato because I know a handful of people that really on that route to get from Novato to canal and canal to Novato. making them take to busses to get to where they are going would not be ideal. In fact, this route is usually full of people so why get rid of it?

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<b>Date:</b>	02/09/2023
<b>Source:</b>	Email
<b>Route:</b>	49, 257
<b>Comment:</b>	My greatest wish would be an increase in service span for the 49 and 257, especially when you will consider eliminating the 251 and 651 entirely, plus cancelation of service of the 35 north of Northgate Mall. I was thinking something like: Weekdays: Route 49: 5:15am to 11:15pm, every 30 minutes from 5:15am to 7:15pm, hourly after 7:15pm Route 257: 5:30am to 10:30pm, every 30 minutes from 5:30am to 6:30pm, hourly after 6:30pm Weekends: Route 49: 6am to 11pm, every hour (no more time shifting later at night) Route 257: 6:30am to 9:30pm, every hour As for the additional service within Novato, I hope the 257 will still serve Hamilton Theatre Parking Lot for SMART connection instead of terminating it at Alameda Del Prado at 101 for train connections and a more efficient routing rather than letting the bus zoom down 101, turn around at Marinwood, and return to Novato. A better idea would be to serve the area between Las Gallinas & Lucas Valley and Alameda Del Prado at US-101 bus pads daily to make the service more worthwhile, allowing more service through Marinwood and Terra Linda daily. (Historically, Route 59 with Golden Gate Transit did not serve Marinwood daily;



	<p>hopefully, the expanded Route 257 will break that lack of service through that neighborhood in northern San Rafael). Most importantly, if the 49 and 257 will both terminate at San Rafael Transit Center and San Marin SMART, I'd like to see both routes interline at either end (for example, a bus doing the southbound 49 will continue as the northbound 257 and Vice versa). Interlining both lines will potentially making their operation efficient by allocating up to 10 vehicles at weekday peak (if not up to 12 with school runs), and up to 6 vehicles weekends (up to 8 if the service will run every 30 minutes), maybe dividing the labor between MV and Marin Airporter. Let me know your thoughts on my initial ideas. And the rest I have indicated in the comments from the past meeting and the Google Form linked to your service change website. Thanks again.</p>
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<b>Date:</b>	02/09/2023
<b>Source:</b>	Online form
<b>Route:</b>	29
<b>Comment:</b>	Is it possible to align the bus schedule with the golden gate ferry schedule at Larkspur so we can take the bus to and from the ferry? It is not currently aligned.

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<b>Date:</b>	02/09/2023
<b>Source:</b>	Online form
<b>Route:</b>	49
<b>Comment:</b>	I am very well-pleased with the changes of bus route 49 because it is not a problem for me when I take it from my house and then back occasionally. Therefore, I hope the riders will be happy with the changes.

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<b>Date:</b>	02/10/2023
<b>Source:</b>	Online form



<b>Route:</b>	245
<b>Comment:</b>	there needs to be a bigger bus during school hours and just in general. this bus gets too full and after reaching kaiser can't pick up anymore people because of overcrowding! i'm a student and terra linda and live in smiths ranch and i take this bus daily. a bigger bus would solve so many problems!!

<b>Date:</b>	02/10/2023
<b>Source:</b>	Online form
<b>Route:</b>	49, 251, 257
<b>Comment:</b>	Hi 🙋 my name is Andrew I relay on the 251 to get to work at vintage oaks Novato there needs to be bus routes and good times for everyone Marin has a lot of money and we need to deffintly have the routes 49, 71, 251 working 100 🎯 percent like I said I relay on the 251 to get to work this is considered BS and it's not ok people relay on Public transportation to get places please share with everyone to make it good if you have to get get rid of some routes get rid of the following 22, 23, 23X 29, 219, 645, 651 Thanks Andrew Fiedler Downtown Novato resident 815 Diablo Ave Apt 31 Novato 94947 here is my number 415 846-1606 Thanks 😊

<b>Date:</b>	02/13/2023
<b>Source:</b>	Online form
<b>Route:</b>	49, 251, 257
<b>Comment:</b>	I've been taking the 251 bus from San Marin HS to Vintage Oaks (and back) about five time a week for over six months now and I am VERY upset to hear that it is being discontinued! I work in the shopping center and my commute is only 1/2 an hour and it is absolutely ridiculous that with this new proposal I will need to make a transfer in order to get to work. Adding a transfer like this puts people at risk for missing connections and therefore being late for their jobs! I am very against this change!!



<b>Date:</b>	02/14/2023
<b>Source:</b>	Online form
<b>Route:</b>	23, 23x, 29, 49, 257
<b>Comment:</b>	<p>Los cambios que están planeando son muy drásticos, yo uso a diario el transporte público, especialmente 23 y 23x ya que vivo en Fairfax, en las mañanas hay demasiado tráfico y el 23x es mi mejor opción ya que es express y no hace demasiadas paradas, mis hijos van a White Hill y este es su transporte, se que están poniendo el 23 para cubrir esta ruta, lo único que están haciendo más largas las rutas, tardas más en llegar a tu destino, la mayoría de rutas que elegí sucederá lo mismo o cortarán el servicio y tendré que transbordar, los viajes serán cada vez más largos.</p> <p><i>The changes they're planning are extremely drastic. I use public transportation daily, especially the 23 and 23x since I live in Fairfax. There's a lot of traffic in the mornings, and the 23x is my best option because it's an express and doesn't make too many stops. This is also the transportation my kids use to get to White Hill. I know they're adding the 23 to cover this route, but all they're doing is making the routes longer. It takes longer to get to your destination, and most of the routes I choose will have the same issue or will cut service, meaning I'll have to transfer. The trips are going to keep getting longer.</i></p>

<b>Date:</b>	02/14/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	<p>I am against the proposed change to Route 219. The route is essential to the users of the GG Ferry commuting to San Francisco. The rationale: Removing the route would not increase ridership: The move would decrease ridership, Only those riders close to Tiburon Blvd MIGHT walk to a stop on Tiburon Blvd. The rest would drive and</p>



	<p>park to the ferry, adding to the congestion on Tiburon Blvd. Termination of the route is premature; many SF businesses are now requiring employees to return to the office at least Tuesday-Thursday. Ridership therefore should be increasing and indeed, it seems to be slowly increasing on those days. Rather than canceling the 2 morning/2 evening routes, it might be worth raising the awareness of the services to the residents on those routes. Many residents aren't aware of the service (it took me a few years for someone to point it out). Removing the routes will not increase ridership beyond that today - it will decrease ridership; it will not be more convenient to current users; it will not serve the greater community as it will only add more traffic. Thank you for allowing my input.</p>
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<b>Date:</b>	02/15/2023
<b>Source:</b>	Email
<b>Route:</b>	General
<b>Comment:</b>	<p>(1) RE bus service disruptions (comment/suggestion) -- I previously wrote (see below email and previous email) about no-show buses and impact on riders. I mentioned a personal example concerning the #17 Route, which still continues to be quite problematic, especially northbound evening commute hours. A week ago again, a group of 9 waited for a loooong time during 4:00-6 pm corridor for the northbound #17 at Miller (Camino Alto/Safeway). In the emails, I also provided suggestions. Since then, I'm noticing information is appearing on your website indicating when a service disruption will occur (and why). I wanted to THANK YOU/Marin Transit for providing the info. It's been VERY helpful. I have another suggestion. For those routes that seem to be less attractive to drivers (for whatever the reason), how about paying more to drive those routes (at those times least desirable?). Or some other equally-attractive enticement. (I would imagine your thoughts when I suggested paying more, but it works.)</p> <p>(2) RE proposed route events/info -- Your website indicates Marin Transit personnel are planning to be present at different bus pad locations to obtain feedback from</p>



	<p>riders. Two days ago I send email (to INFO) asking for the schedule. I realize everyone is busy, so if such events still are occurring, can I please receive info about it. (Thanks!)</p> <p>(3) RE alteration of Route 22 route -- I'm mixed as to the changes in the path the 22 would now follow. But I'm VERY PLEASED that Marin Transit has decided to restore service to San Clemente Dr/Paradise Dr. Transit service has been badly needed for a long time to the "Nugget" store shopping center businesses and the Aegis Living assisted living building, the affordable/senior housing complex, and other. Many employees at Aegis walk the (mile?) to/from Hwy 101 every day, regardless the weather. Those businesses have big problems finding employees.</p> <p>(4) RE Caltrans Tamalpais Overcrossing Project -- I am EXTREMELY concerned about the proposed location change to Hwy 101 northbound bus pad. I'm concerned less buses will be servicing the bus pad, since I've been told the pad would be moved up away from the freeway. In other words, the Golden Gate Transit buses 130, 150, and other, would no longer be servicing the pad. Only (some?) of the Marin Transit buses would. (Caltrans is indicating it's for safety reasons, not ADA, but it's a shallow excuse, IMHO, in light of the huge number of similar designs up/down 101.) This would be VERY bad for the large number of workers riding the bus. How much longer would they have to wait, especially if Marin Transit routes are cancelled due to lack of drivers. Any info about the project would be most welcome. Can you please tell me exactly where the pad is proposed to be moved to. I have an overhead drawing that is basic and difficult to read. Any other graphics would be most welcome. THANK YOU for your help. And THANK YOU/Marin Transit for posting info about the upcoming route changes/hearings at the San Rafael transit center, and on the website.</p>
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<b>Date:</b>	02/15/2023
<b>Source:</b>	Online form
<b>Route:</b>	219



<b>Comment:</b>	<p>The proposed change in the “hill routes” will have a big impact on working families, car usage, and individual safety. Working families, structure their week day routine around their work schedules. Most find the bus accessibility valuable in their daily routine because it allows them to move seamlessly from their home to work-even if it might be more convenient to drive. The 219 route which covers the hillside community allows easy use of public transportation options by being conveniently located within the neighborhood. At a time when every community and individual is working toward making less of an impact on the environment by driving less this is an important service to provide to the hillside dwellers. Finally, safety is always a factor in public transportation. The early morning and early evening hours are dark creating a visibility issue which is a safety issue. If the interior users are forced to walk to Tiburon Blvd this could produce potential safety issues which ultimately would discourage use of public transportation. Please keep the use of public transportation momentum going by maintaining the 219 route. Thank you for your time and effort to maintain a community service that serves all of the community.</p>
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<b>Date:</b>	02/15/2023
<b>Source:</b>	Online form
<b>Route:</b>	General, 35, 49, 257
<b>Comment:</b>	Please do not do this.

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<b>Date:</b>	02/15/2023
<b>Source:</b>	Email
<b>Route:</b>	29, 228
<b>Comment:</b>	Hi! This idea has come to me, in which it is currently not included in your Summer 2023 route realignment plans, but I'd love to discuss with you: Since Golden Gate Transit has not restored any of the Ferry Shuttles at Larkspur Ferry (Routes 25 to Fairfax, 31 to Peacock Gap, and 37 to Smith Ranch Park-and-Ride), it is necessary to reroute



	<p>Route 228 to serve the Larkspur Ferry Terminal, using the existing bus stop inside the terminal, before or after serving Larkspur Landing. This will come, however, at the expense of relocating the existing bus stop along Sir Francis Drake which is also shared with Route 29. If needed, both Routes 29 and 228 should serve the ferry terminal instead of just stopping at the bus stop next to the Marin Country Mart overpass to provide easy access between the Larkspur SMART station and the ferry terminal. I understand this will not come easy, however, since both services need to coordinate train arrivals and departures, such that groups like Friends of SMART have asked SMART's Board of Directors to consider a shuttle link between the train station and the ferry terminal for folks with limited mobility issues. Let me know your input on this idea. Thanks again.</p>
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<b>Date:</b>	02/15/2023
<b>Source:</b>	Online form
<b>Route:</b>	71
<b>Comment:</b>	<p>Thank you for Marin Transit. I do not own a car and take Marin Transit everyday. I would like to request that Route 71 be re-extended into Sausalito. There are many elderly, disabled, and other vulnerable residents who would truly benefit from another bus in and out of Sausalito. With only two options currently, it can be very difficult to get to Marin City to make a connection to another Marin Transit or Golden Gate Transit bus, and many residents need an efficient way to get to Novato for medical appointments. Even extending the route as far as Harbor Drive (instead of running all the way to downtown) would be helpful. Thank you very much for your time and consideration.</p>

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<b>Date:</b>	02/15/2023
<b>Source:</b>	Online form
<b>Route:</b>	22, 49



<b>Comment:</b>	Why would you reduce service to these two. Route 22 is where I go to school. And route 49 is how I get home. Some of the buses take a monumental amount of time just to reach me. I understand this whole thing is supposed to be some strange transition. But surely their has to be some other way to execute it.
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<b>Date:</b>	02/15/2023
<b>Source:</b>	Online form
<b>Route:</b>	219/F
<b>Comment:</b>	The Route 219F enables our family (after walking 1/4 mile to Via Capistrano) to get to the Tiburon Ferry to commute into SF. Several years ago, Golden Gate Transit eliminated route 8, which used to provide alternative service to downtown SF. Thus the Route 219F is the remaining critical link to enable public transportation into the city from Tiburon. More recently, many of the Route 219 runs eliminated the stop near the Seminary Drive overpass and thus made it impossible to use public transportation to get to the Marin Airpporter. Each removal/curtailment of service makes it harder to use public transportation in Tiburon. Tiburon residents pay a handsome amount of Measure A taxes and should not see the Route 219F eliminated nor the Route 219 service curtailed.

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<b>Date:</b>	02/16/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	I am a regular user of the shuttle, boarding in the hill at Capistrano and Blackfield to meet the 7:55 am ferry and returning on one of the late afternoon runs. We have little public transit support in our area; the 219 is really all we have since the GGT Route 8 was cancelled. I don't think the service has been well-promoted. Usage could increase if more folks knew how convenient it is. I oppose service reductions and elimination of the hill route.




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<b>Date:</b>	02/16/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	I support these changes, however I request that the 219 route still be timed with the Tiburon Ferry schedule please. Also, I'd like to add that the clipper card reader in the morning on the 219 is almost always out of order.

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<b>Date:</b>	02/17/2023
<b>Source:</b>	Online form
<b>Route:</b>	35
<b>Comment:</b>	Please please don't make changes to 35 - especially if you make the changes to 49. Getting from northern San Rafael to Novato for the train will take forever. Both of these changes really affect SMART train riders.

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<b>Date:</b>	02/18/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	I am opposed to elimination of the loops in the Tiburon Hills and the cutback of service of route 219. If you cut back on service, people will use the service less which is the opposite point of having public transportation.

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<b>Date:</b>	02/20/20233
<b>Source:</b>	Online form



<b>Route:</b>	71
<b>Comment:</b>	<p>Thank you for the opportunity to express our as a rider thoughts. My question is not directly to route 71 but ... how come we still don't have a bus that's going from Novato to Corte Madera plaza ( Macy's, Nordstrom side). I mean the amount of people EVERY SINGLE MORNING walking all the way the overpass to reach the stores is literally insane. There's a perfectly big enough parking lot at the end of Nordstrom . How come we haven't figured out to get those people working 8 hour shifts closer to their jobs when there's an option for it? Also we live in one of the most expensive zip codes and the bus stops that we have are not good at all. You're not protected either from the sun during summer and you'll be soaking wet when is raining . If you ride along the Redwood HWY you can clearly see some people hiding behind the bus stop for a little shadow during the hot summer days. Lastly why we have only one bus ( 71) as an option from Paradise dr ( Corte Madera) going towards Novato and at the same time they're multiple busses going only until San Rafael. If the bus 71 is late ( which happened a lot) you're basically stuck in that particular bus stop for a long time. Thank you!</p>

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<b>Date:</b>	02/23/2023
<b>Source:</b>	Online form
<b>Route:</b>	49
<b>Comment:</b>	<p>This is such a good idea. I live off of San Marin and rely on public transportation due to a visual impairment. Currently I must walk between 25-30 min just to get to the closest bus stop. Having the 49 come up San Marin would provide much needed access to the smart train and downtown. This would be so helpful.</p>

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<b>Date:</b>	02/24/2023
<b>Source:</b>	Online form
<b>Route:</b>	23X



<b>Comment:</b>	Please don't discontinue 23x... even though it just left me when I was 5 feet away in freezing rain. Some kind of motivation to pick up all people would be great. There has been a lot of buses driving right past stops. On the WORST weather days. I don't mind waiting on a bus for people to get on... freezing at a bus station that has no protection from wind or rain because a bus driver didn't stop for a bloody minute is frustrating when I pay more than I need to every time. I miss the 10:16 and I am late for work because the next doesn't come till 10:45. I am so cold right now.
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<b>Date:</b>	02/24/2023
<b>Source:</b>	Online form
<b>Route:</b>	General
<b>Comment:</b>	Will there ever be a bus pad near Blackpoint?

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<b>Date:</b>	02/25/2023
<b>Source:</b>	Online form
<b>Route:</b>	General
<b>Comment:</b>	I would like to see more evening/night service on many routes. Night service that would affect me most would be on the 22 and 228 routes. These will stop service by 6:30/7:30pm every day with the new service changes. This lack of night service is a huge barrier for myself and others that depend on transit. There would be no transit service to almost anywhere in Larkspur, Corte Madera, or Greenbrae after 6:30/7:30pm. Please change this.

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<b>Date:</b>	2/27/2023
<b>Source:</b>	Telephone
<b>Route:</b>	251, 645, 651



<b>Comment:</b>	<p>The caller takes Route 251 five times a week and is opposed to its cancellation. They said the alternative involving Route 257 would require them to take a longer trip and would require more transfers. Ideally, they would like Route 251 to run every 30 minutes, like it did during the experiment that was run in 2018. They have been taking Route 251 since 2014 or 2015 when it was first created. Before that, they took the similar route ran by Golden Gate Transit. The caller takes Route 251 to travel to Kaiser Permanente and to go shopping at Vintage Oaks, as they believe many others do. The caller does not drive and has taken transit for 25 years. They believe Route 251 should be a priority route. They have spoken to others, including bus drivers, and have heard many people are disappointed to hear the route may be removed. The caller is also opposed to the cancellation of Route 645 and Route 651. They said students should continue to have access to those two routes as cancellation of those routes would cause overcrowding on other routes.</p>
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<b>Date:</b>	2/27/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	<p>Please do not eliminate the 219x route into the Tiburon hills. I use this route exclusively to connect with the Ferry. I will not take the 219 if I need to catch it down on Tiburon Blvd. If the 219x in the hills is eliminated, I will drive to work in Downtown San Francisco.</p>

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<b>Date:</b>	2/27/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	<p>Please keep Route 219 into the Tiburon Hills for ferry riders!!! Losing this route would significantly contribute to traffic and commuting challenges.</p>

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<b>Date:</b>	2/27/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	Please keep 219x it's of terrific use. More transit, less traffic!

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<b>Date:</b>	2/27/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	Please don't cancel the 219. Tiburon has already lost the 8. We need public transportation on the peninsula. Thank you.

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<b>Date:</b>	2/28/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	Please keep it. Thank you! :)

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<b>Date:</b>	2/28/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	Please keep the route—we should be doing everything we can do encourage ferry ridership!

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<b>Date:</b>	2/28/2023
<b>Source:</b>	Online form



<b>Route:</b>	219
<b>Comment:</b>	Hi, I use this service 5 days a week to get to the ferry to work, and the 219f service is invaluable to me and many other commuters. Not to mention the number of people who use the service to get up some of these hills! I have strong opposition about removing this service.

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<b>Date:</b>	2/28/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	Please keep Route 219x into the Tiburon Hills for riders on the ferry.

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<b>Date:</b>	2/28/2023
<b>Source:</b>	Online form
<b>Route:</b>	219
<b>Comment:</b>	Helpful to keep this route to the Tiburon ferry. Parking downtown is limited

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## Appendix C: Comments Given at the Public Hearing

The following public comments can be found in the minutes from the March 6<sup>th</sup>, 2023 board meeting at which the public hearing was held.

President Rice opened the public hearing and called for public comment.

The first commenter [name not given] asked if staff could re-build a bus stop that was destroyed a while ago, as it is no longer a good place to wait for the bus. He clarified his prior point regarding saving funds by reducing service from San Francisco to San Rafael. He asked for clarification on the proposed changes to Routes 35 and 49.

Second Vice President Lucan asked what the cross-streets are for the bus stop that needs to be re-built.

President Rice requested that the commenter tell staff what the cross-streets are.

Second Vice President Lucan expressed that it is important that they note what the cross streets are.

James Holmes emphasized the potential impact of the proposed changes to Route 22 in Larkspur and Corte Madera. Mr. Holmes outlined his concerns over the loss of evening service that will affect transit-dependent riders. If the proposed changes are approved, there will be no southbound service from downtown Larkspur after 6:30 PM, and no northbound service from downtown Corte Madera after 7:14 PM. Therefore, riders from San Francisco will have to depart at 5:30 PM to catch the last Route 22 bus of the day. Mr. Holmes feels the proposed changes would have a disproportionate impact on Larkspur and Corte Madera.

Susan W. expressed concern over the proposed changes for Route 49 in the Northgate area. Susan requested that staff not cut Route 45 in the area around the Northgate mall, as well as the Northgate Drive and Las Gallinas Avenue bus stop or the Nova Albion Way and Las Gallinas Avenue bus stop. She said there are many different types of riders in that area, and they would



be impacted by students on the bus twice a day. Susan added that the COVID-19 pandemic is still in effect, and a variety of people ride the bus.

Colton Benediktsson reiterated that the proposed changes would result in Strawberry Village no longer being served by Route 22, which would severely impact the College of Marin students who use that route. Mr. Benediktsson rides that route, amongst others, some of whom are older adults and would not be able to walk uphill to the next nearest stop. He urged the Board to not approve the change to Route 22.

Pat Ravasio reported that the connection to the College of Marin from many communities, especially the Canal, is concerning to her. Ms. Ravasio believes the District should increase and support service to the College of Marin, as that would assist factors such as diversity, equity, and inclusion. She acknowledged the driver shortage and suggested increasing pay and benefits to attract more drivers. She said she does not understand why service cuts are proposed when service has been restored since the COVID-19 pandemic began.

Eva expressed concern about the proposed service cuts to the Canal. Eva emphasized that driver pay and benefits should be enhanced. Eva suggested there must be a way to re-fund public transportation. Eva said she believes often decisions are made to maintain a status quo, and public transportation is vital.

The next commenter [name not given] said she is transit dependent. There are senior apartments near the bus stop at Hamilton Theatre, and the seniors at those apartments often take the bus. She wondered if, due to the proposed changes to Route 49, there would be no midday buses in Hamilton, or if buses would be hourly.

President Rice stated her question would be answered after the public hearing. President Rice closed the public hearing and asked staff to present responses. She asked Director of Operations & Service Development Robert Betts to speak on why staff are proposing the changes, and what data was considered.

Mr. Betts responded that there are two primary reasons behind the proposed changes. The first reason is the driver shortage. He explained that staff are doing more than realigning and reallocating services to address it, for example, they have amended many contracts to increase wages for drivers.



The proposed changes are an attempt to make a more efficient use of the District's resources.

Mr. Betts reported that traffic is back to pre-COVID 19 pandemic conditions. Because the District does not have a competitive run-time advantage on local streets, traffic impacts public transportation as much as it affects cars. A more holistic service change is needed to address the run-time needs of the District's vehicles, so that drivers can get their necessary breaks and so that vehicles are on-time. Mr. Betts noted that Golden Gate Transit has made many changes to their regional routes during the COVID-19 pandemic, and staff are now looking at how both agencies can align their services, primarily in the Highway 101 corridor. With Golden Gate Transit's changes to Routes 130, 150, and 101, the District has tried to respond incrementally with changes to Routes 71, 35, and other corridor routes. Now they have the opportunity for a reset, so they can be aligned. Services will not be duplicated, and good transfer connections will be offered.

Mr. Betts added that the proposed changes also address routes with low ridership. There have been less than three passengers per trip on late-night Route 22 trips, so staff are proposing to cancel those trips. On Route 219, ridership has not recovered from the COVID-19 pandemic like other routes.

Mr. Betts clarified that Route 101 is run by Golden Gate Transit. He said there are no proposed changes to Route 49, other than extending it into San Marin. Service frequency would be the same. Staff are proposing an increase to Route 71's midday service frequency. Route 35's service frequency would be preserved. Staff are proposing to reduce midday service frequency in Hamilton due to the proposed combination of Routes 251 and 257. With the service change proposal, the last southbound Route 22 trip on weekdays and weekends would leave the San Rafael Transit Center at 7:00 PM. The last northbound Route 22 trip would be at 8:04 PM on weekdays and 7:09 PM on weekends.

Mr. Betts reported that currently, Route 49 serves the Nova Albion Way and Las Gallinas Avenue bus stop. Staff are proposing to end Route 49's service at that bus stop. Route 35 is proposed to end at that bus stop and serve it every 30 minutes. From that bus stop, it is between a quarter of a mile, or a half mile walk to the Northgate mall bus stop. Bus stops adjacent to that bus stop on Manuel T. Freitas Parkway also serve Routes 257 and 245. Therefore,



within several blocks, there will be bus stops served by Routes 35, 257, 245, and 49.

Mr. Betts acknowledged that the northbound Route 22 connection from Strawberry Village to the College of Marin will be more challenging with the proposed service changes. Riders will have to walk to the bus pad at Tiburon or Seminary to make the connection to the northbound Route 22.

Mr. Betts explained that Route 29 currently provides a direct connection between the Canal and the Sir Francis Drake corridor. With the proposed changes, riders would have to make a connection in San Rafael. The runtime difference would be about five or six minutes. Service frequency in the Canal would reduce by five percent with the proposed service changes.

President Rice noted that there are currently industry-wide driver shortages, across all transit agencies, and she expressed appreciation for the work staff have done with their contractors.

Second Vice President Lucan thanked Mr. Betts for his response. He asked for clarification on what the proposed changes are for Routes 251 and 257.

Mr. Betts explained the proposed path of Route 257. In staff's original proposal, every 30 minutes, service would be added only on the Novato portion of the route, primarily to support schools. In the updated proposal, the trips every 30 minutes would extend to Hamilton. The route would terminate at the Hamilton Theatre. That change would allow Hamilton residents to connect to other areas.

Second Vice President Lucan asked if that change would provide a connection between the Hamilton SMART station and the Indian Valley Campus of the College of Marin.

Mr. Betts confirmed that connection would be provided.

Second Vice President Lucan clarified that the graphic provided to the Board before the meeting does not match the updated proposal.

Mr. Betts confirmed the graphic was not updated with the new Route 257 path.



Second Vice President Lucan expressed that the clarification of Route 257's path will likely address the concerns of many people. He complimented Mr. Betts' efforts in taking the public comments into consideration.

Director Casissa asked if the proposed service reduction in the Canal is due to low ridership or efficiency.

Mr. Betts answered that the service reduction in the Canal is primarily due to efficiency. There will be capacity for the high ridership.

Director Casissa asked how many riders would be affected by the proposed changes in Route 22.

Mr. Betts said staff will present that data to the Board in April.

Director Casissa asked if the proposed Route 22 changes are due to low ridership.

Mr. Betts added that Route 36 will continue to serve Strawberry Village and connect with Marin City. It will also continue to serve all bus pads up to the San Rafael Transit Center, and into the Canal. Therefore, the largest impact will be the riders traveling to Larkspur and the College of Marin.

Director Casissa added that although there is ample funding for public transportation, it is difficult to hire bus drivers.

Mr. Betts agreed with Director Casissa and noted that the proposed service changes are not due to financial reasons.

Director Moulton-Peters thanked Mr. Betts for the information on Route 219. She said she observed Route 219's ridership has declined in the last year. She explained that while she understands some of the proposed Route 219 changes, she thinks staff should revisit adjusting headways from 20 to 30 minutes to 35 to 45 minutes on Tiburon Boulevard, especially during commute hours.

Mr. Betts responded that currently staff allocate two drivers each to Routes 219 and 619. Route 619 is supplemental and connects the Tiburon community to Redwood High School via Tiburon Boulevard. The proposal would remove one driver from the 219 route and not change service levels on Route 619. Service frequency will depend on traffic conditions.



Director Moulton-Peters said the details regarding Route 619 are important. She requested that Mr. Betts present how the schedules of Routes 219 and 619 interlace. She added that it is important to keep in mind that there will be greater service reliability with the proposed service changes.

Director Sackett thanked the staff for their engagement with the public, and she emphasized the importance of receiving feedback from riders. She asked if there was a decline in Route 49 ridership at the Nova Albion Way and Las Gallinas Avenue bus stop. She expressed concern over the elimination of that stop, as there is nearby multi-family housing. She clarified that the walk to the nearest bus stop is likely close to one-half of a mile. She acknowledged that other routes will still serve the Nova Albion Way and Las Gallinas Avenue bus stop.

Mr. Betts answered that he presently cannot provide the exact number of Route 49 riders at that bus stop, however ultimately there is strong ridership at that stop. The recommendation to cease Route 49's service at that stop was largely made because of the proposed added service of Route 35. Route 35 will not continue north into Novato, so the swap in routes will service riders between the San Rafael Transit Center and Terra Linda. The proposed change will allow Route 49 to run faster. Many riders will want to get to the San Rafael Transit Center to make connections to other routes. Mr. Betts said staff can re-examine the issue before the final recommendation.

Director Sackett requested data on how many Route 49 riders come from Novato, and how many Route 49 riders use the Nova Albion Way and Las Gallinas Avenue bus stop. She asked for clarification on Route 22's schedule as it related to the College of Marin.

Mr. Betts said the last Route 22 bus would depart from Marin City at 8:03 PM.

Director Sackett noted that the Kaiser Permanente facility at Los Gamos is becoming popular. Staff have focused on the Kaiser Permanente facility in Terra Linda but should consider the Kaiser Permanente facility in Los Gamos. Many people need to get there. She said that in the next three years, there will be 192 new apartments nearby, so staff should focus on the service in that area.



Ms. Whelan requested that Mr. Betts talk about the bus stop at the Kaiser Permanente facility on Los Gamos Drive. Ms. Whelan said staff have been working with local entities regarding that location.

Mr. Betts explained that staff were hoping that a bus stop would have been added there as Kaiser Permanente made improvements nearby, as it could have been served by Route 245.

Director Sackett asked if Mr. Betts was referring to the Highway 101 intersection.

Mr. Betts clarified the intersection is at Los Gamos Drive and Lucas Valley Road. He said that staff have proposed adding a bus stop at that intersection, as Marin County offices are now there so there is more activity. As Kaiser Permanente started a project at that intersection, there was a possibility of adding a bus stop, but it did not happen. Preliminary reports were made, and staff have discussed moving forward with local entities. The project is important to staff. However, there is a nearby dead end where buses cannot turn around. There is currently no bus stop. Staff would like to place a Route 245 bus stop at the intersection.

Director Sackett suggested that staff should consult with the developer of a new project at that location.

Director Rodoni complimented Mr. Betts' thoroughness. He expressed appreciation for Route 22's extended schedule. He said he was concerned about the potential changes in the Canal, however he now feels more comfortable.

Director Moulton-Peters asked if it would be possible for staff to install a temporary bus stop at a parking lot near Los Gamos Drive and Lucas Valley Road, similar to the Muir Woods Shuttle bus stop.

Mr. Betts said staff have explored that option, however the route deviation brings the challenge of added runtime. Staff will investigate the idea again.

President Rice emphasized the need for a permanent solution for the Kaiser Permanente facility on Los Gamos Drive. She asked if Connect serves the Kaiser Permanente facility on Los Gamos Drive and if Connect has rider capacity.



Mr. Betts affirmed President Rice's inquiries.

President Rice encouraged riders to use Connect and suggested staff further educate the public about program. She requested that staff work with the Kaiser Permanente facility to educate people about Connect. She expressed appreciation for the staff and how they have taken public feedback into consideration. She acknowledged how service cuts affect riders.

Ms. Whelan clarified the recommended action.



# June 2023 Service Changes

# Overview of Service Change Proposal

- Considered “major service change” per MCTD service change policy
- Includes 12 of the 24 fixed route services
- Estimated decrease of **2.0%** of all fixed route service (revenue hours)
- Estimated decrease of **7.5%** of peak vehicle pullouts (# of vehicle used)
- Public Hearing: March 6, 2023
- Implement Changes: June 11, 2023

# 2023 Service Change Proposal



- **Consistent with the February proposal, with slight changes**
  - Preserve the 8:04 PM and 9:09 PM Northbound weekday Route 22 trips
  - Extend select trips on Route 257 (weekday peak hours and weekends) to Hamilton

Route	Alignment Change	Service Level Change (frequency or span of service)	Cancel	Replacement Service
22	(-)	(-)		
23	(+)	(+)		
23x			X	23
29	(+/-)	(+/-)		
35	(-)			
49	(+)			
71		(+)		
219	(-)	(-)		
251			X	49, 257
257	(+)	(+)		
645			X	35
651			X	49, 257

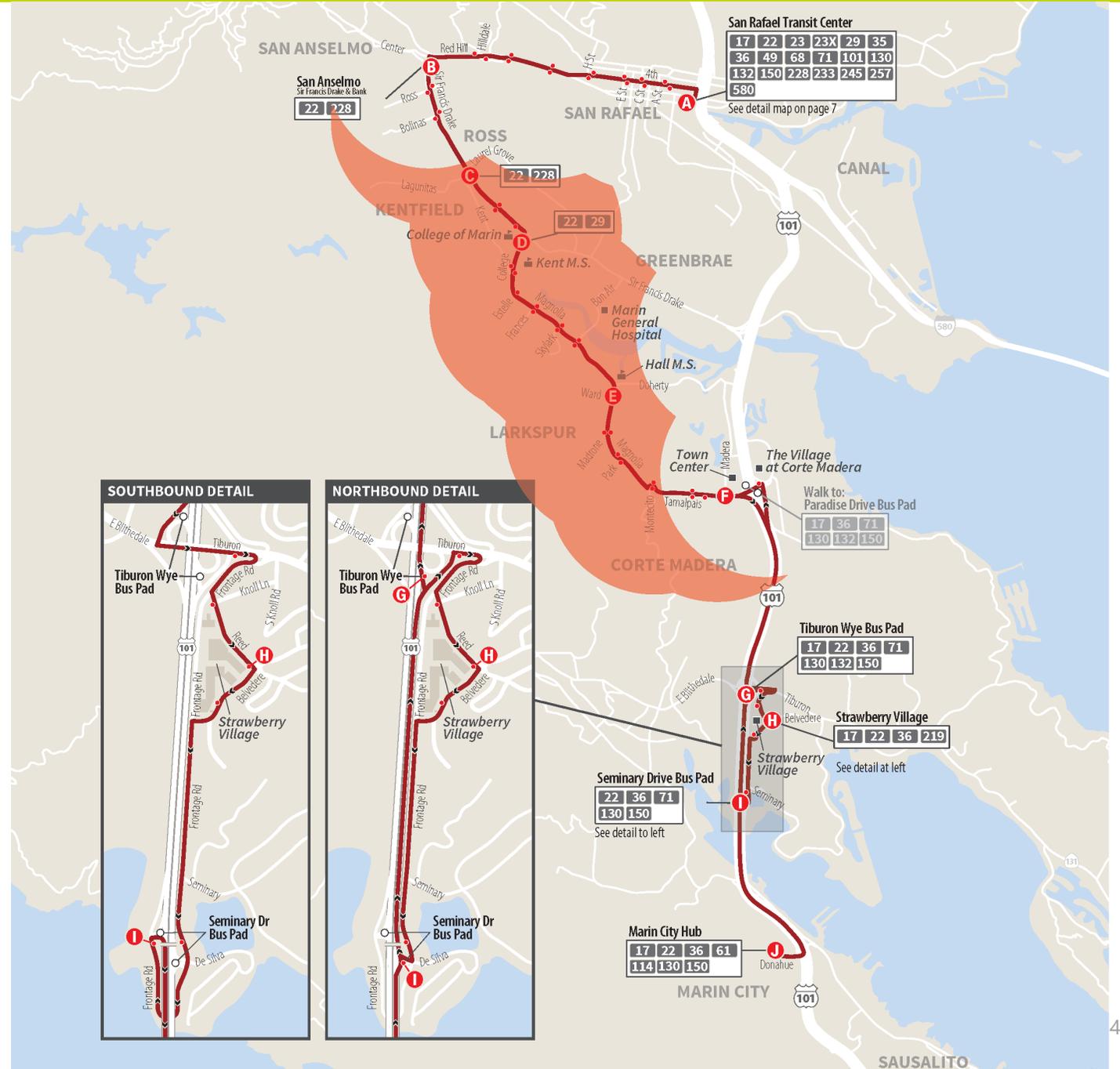
# Route 22 Follow Up

## Strawberry Connections North

- **0.4 boardings/trip**

## Paratransit Impacts

- **Original: 14 Riders, 435**
- **Revised: 9 Riders, 84**
- Only 1 rider took more than 1 trip per month



# Route 49 Follow Up

## Connections between Las Gallinas & Nova Albion and stops North

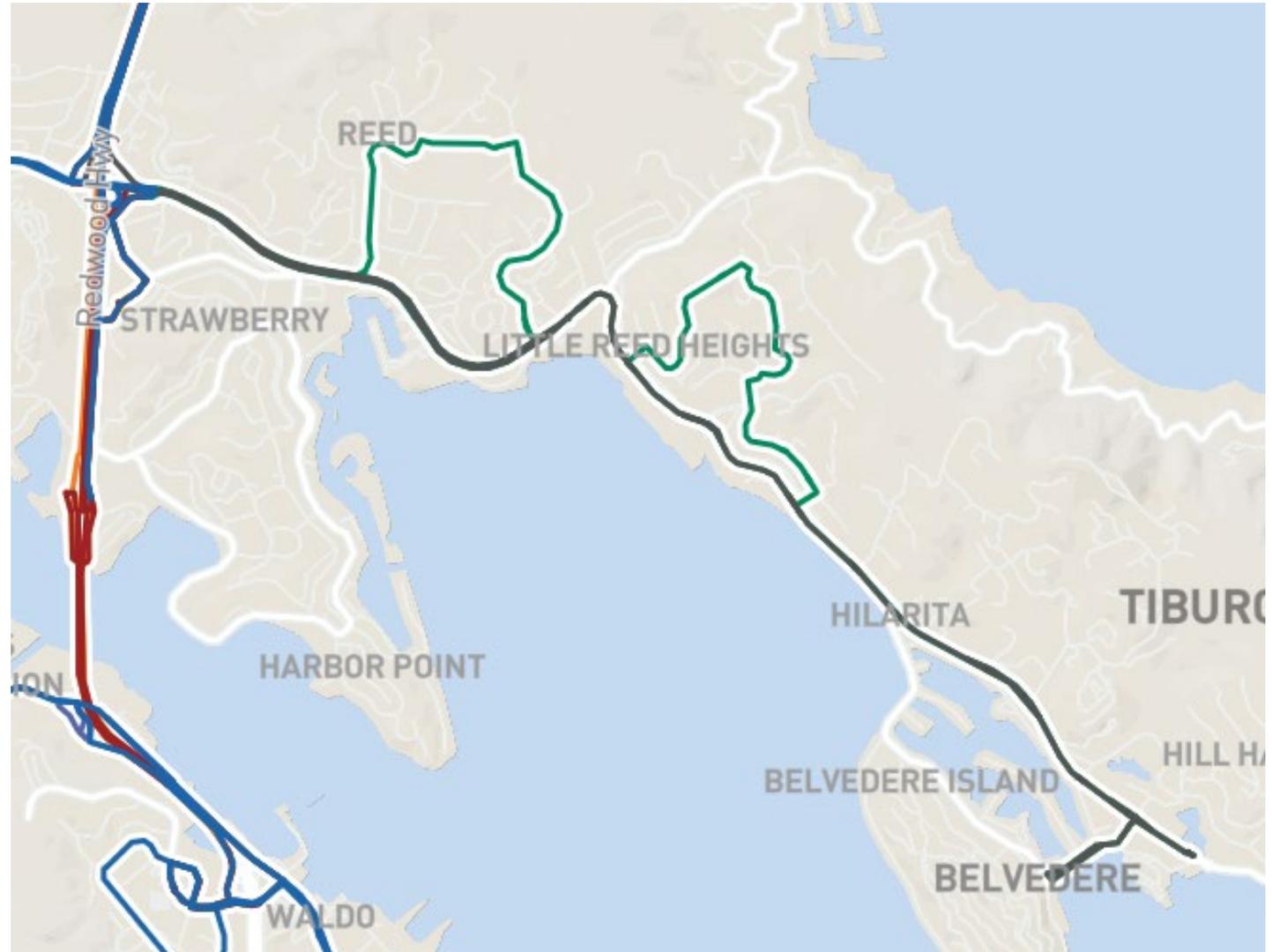
- **0.5 boardings/trip**
- **Alternative stops within 0.1 miles**
- **New Route 49 stop (0.5 miles away)**



# Route 219 Follow Up

## Service to Tiburon Hills

- **Hills ridership very low ridership (< 5 per day)**
- **Connections to Route 36 (~ 15 per day)**
- **Keep connectivity to Ferry**



# Title VI Equity Analysis

- Done to ensure that the proposed changes do not have a Disparate Impact on minority populations or a Disproportionate Burden on low-income populations
  - In accordance with the Title VI of the Civil Rights Act (race/color/national origins) and Executive Order 12898 (low-income)
  - Uses US Census data to determine demographic characteristics of the areas the current and proposed routes serve
- **Results:** No Disparate Impact on minority populations or a Disproportionate Burden on low-income populations under Title VI

# Thank you

## CONTACT

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**Director of Operations &  
Service Development**

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#### **Maribeth Bushey**

Director  
City of San Rafael

#### **Fred Casissa**

Alternate  
Town of Corte Madera

April 3, 2023

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

### **Subject: Approve Amendment 5 (#1181) with Marin Airporter for Operations & Maintenance Services**

Dear Board Members:

#### **Recommendation**

Approve the contract amendment #1181 with Marin Airporter to extend the term of the contract and allow for the operation of increased service hours.

#### **Summary**

Marin Transit's current contract for Operations and Maintenance of local fixed route bus service (#171875) with Marin Airporter began on July 1, 2018. The term of the contract was three years with two additional option years. Your Board previously approved exercising both option years which are scheduled to expire on June 30, 2023.

Staff recommends adding two additional years to this contract, extending the term of the contract until June 30, 2025, and amending other areas of the contract to allow Marin Airporter to operate increased service hours. Staff estimates that a total of 108,025 revenue hours, or an additional 18,500 (+20%), would be operated each year under this agreement. Marin Airporter would operate the Stagecoach and Supplemental school services under this amendment. These services are consistent with the original contract proposal and can include the changes recommended in the June 2023 service change proposal.

#### **Background**

The services operated under this agreement were offered in a Request for Proposal (RFP) in November of 2017. This RFP asked bidders to provide service for nearly 105,000 revenue hours of service using 42 vehicles. At that time, the District did not own any facilities to provide potential bidders, a longtime barrier for the District in attracting competition for these services. Due to the facility limitations, the District made a decision to shorten the duration of the term to a three plus two year contract, instead of a more traditional five plus two year contract, with the goal of having a facility to offer in the next RFP.



The results of that procurement confirmed the District's assumptions about the limited competition resulting from the RFP without a facility. The only bids received for the RFP were from the two incumbent operators that already had facilities within the County, and only one bidder indicated they could perform all services. De-briefs from other potential bidders after the procurement confirmed the lack of a facility was the primary reason they did not submit a bid.

Unfortunately, the last five years have not proved to be enough time for the District to identify and secure an operations and maintenance facility to fully support this contract. The real estate market in Marin County, coupled with the impacts of the COVID-19 pandemic, has challenged the District's ability to secure this critical piece of infrastructure. In total, the District has made over 15 offers, and advanced most of those into the appraisal stages, before ultimately being unsuccessful in our efforts. This facility stands as the single highest priority of the District.

In addition to facility limitations, the local labor market has greatly impacted the availability of transit drivers and qualified mechanics to support reliable service. All of the District's contractors have struggled over the last year to recruit and retain these key staff to maintain their needed staffing levels. In some cases, the impacts of these staffing shortcomings have resulted in long-term service reductions.

Marin Transit currently contracts with five different contractors to provide its public transit, non-ADA, and yellow school bus services. All of these contracts expired, or are set to expire, within an 18 month timeframe. The District has issued four RFPs in the last two years for similar Operations & Maintenance services, but at much smaller levels. Two of the four of these were cancelled due to not receiving any responsive bids and the other two only received two bids, one from the incumbent, and one from a new firm. In addition to the lack of competitiveness of these proposals, costs on these proposals significantly jumped beyond historic contract levels, 40-50% higher, for the same services.

## Discussion

Staff is recommending the amendment with Marin Airporter to continue their current services and add services associated with the Rural Stagecoach program and Supplemental School program. Marin Airporter has demonstrated the ability to reliability operate and maintain their current services and scale up operations to add in the new services. Based on the current operating environment in Marin County, including the lack of facilities and tight labor market, staff believe the best option to continue fixed route service over the next two years is to amend the contract with Marin Airporter.

An additional two years will give the District time to continue the real estate search and allow the labor market to stabilize following the pandemic. A new RFP will be released in approximately one year, to continue these services beyond June 30, 2025. Staff will continue to survey the market and continue discussions with third party contractors to encourage participation in this future RFP, with the intent of it being competitive.

The proposed amendment will include operations of the following routes after July 1, 2023:

**Local Fixed Route (~90,000 hours):** 17, 22, 49, 219, 228, 233, 245, and 257

**Rural Stagecoach (~16,300 hours):** 61 and 68

**Supplemental School (~1,725 hours):** 613, 619, 625, and 654



To support the added service, 11 vehicles would be added this contract and expanded use of the District’s parking and office space at 600 Rush Landing would be included. Marin Airporter would be responsible for all improvements needed to their maintenance facility in San Rafael to support the increased service.

With approval of this amendment, effective July 1, 2023, Marin Airporter will increase minimum wages for all drivers to \$28.00 per hour. Marin Airporter would also increase staffing as part of this amendment to support the increased service. In addition to the needed drivers, nine new administrative and maintenance positions would be created and offered to support this contract.

**Fiscal/Staffing Impact**

Both the hourly rate and the fixed fee are increased in the added years to reflect the increased service hours, added staffing, additional vehicles, high inflation rates and the requirement for increased wages. The table below shows the historic, current, and proposed rate structure under this amendment. Based on these rates and the expected service levels, the contract not to exceed amount will be increased by \$28, 361,719 for the additional two years. This excludes direct payments for fuel and major vehicle repairs. The rates are about a 13% increase and a 7% increase for the two additional years. The percent increase was established based higher than typical inflation, increased wages, plus added fixed costs. The rate for FY2023/24 is 20% below the FY2023/24 rate the District pays to Golden Gate Bridge Highway and Transportation District under our interagency agreement. If approved by your Board, these new rates will be incorporated into the District’s FY 2023/24 Budget.

	Base Years			Exercised Option Year 1	Exercised Option Year 2	Added Year 1	Added Year 2
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Hourly Rate</b>	\$49.84	\$51.34	\$52.89	\$54.49	\$79.31	\$91.28	\$97.95
<b>Fixed Monthly Fee</b>	\$167,366	\$172,387	\$177,558	\$182,885	\$233,381	\$314,402	\$337,277
<b>Mobilization</b>						\$50,000	
<b>Estimated Hours</b>	74,728	75,103	80,438	83,118	86,429	108,025	108,025
<b>Total Costs</b>	\$5,732,843	\$5,924,636	\$6,454,449	\$6,724,125	\$9,655,256	\$13,683,346	\$14,628,373
<b>Effective Cost Per Hour</b>	\$76.72	\$78.89	\$80.24	\$80.90	\$111.71	\$126.67	\$135.42

Respectfully Submitted,

Robert Betts

Director of Operations & Service Development

**Attachment A:** DRAFT Fifth Amendment to the Agreement with Marin Airporter

**Attachment B:** Presentation

#1181

**FIFTH AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN THE**  
**MARIN COUNTY TRANSIT DISTRICT AND MARIN AIRPORTER DATED JULY 1, 2018**

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as “Marin Transit” or "District") and MARIN AIRPORTER (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

WHEREAS, the Fourth Amendment (1094) to the Agreement exercised the second option year and extended the term of the agreement to June 30, 2023, amended the Personnel Requirements, added the use of new Electric Buses, provided use of a new Facility, allowed for the reimbursement of contractor provided fuel, and adjusted the Compensation; and

WHEREAS, Due to unforeseen challenges in the contracting environment specific to Marin County, the parties wish to extend the current Contract Term to June 30, 2025; and

WHEREAS, the parties wish to increase the projected service levels and fleet available for CONTRACTOR to provide increased transit services; and

WHEREAS, the parties wish to modify the Facility Use and Operation to allow CONTRACTOR increased access to facilities owned by the District; and

WHEREAS, the parties wish increase driver compensation and staffing associated with this contract; and

WHEREASE, the parties wish to increase the Maximum Cost to the District by \$28,361,719 to a total of \$63,117,514.

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

AGREEMENT

- 1) Except as otherwise provided herein all terms and conditions of the Agreement and any prior amendments to the Agreement shall remain in full force and effect.
- 2) SEC. 104 C. Contract Term is amended to read:

The original term of this Contract was for three (3) years (the Base Contract Term) beginning on the Commencement Date with two (2) one (1) year options, for a total possible Contract term of five (5) years. An additional two years may be added to the original contract term, extending to a total of seven (7) years. The Contract Term will commence on July 1, 2018 (the Commencement Date). All option years and an additional two years have been awarded and the contract term is extended to June 30, 2025.

- 3) Sec 308 Facility Use and Operations will be amended to read:

**Sec. 308 Facility Use and Operations**

A. MCTD Obligations. The MCTD shall provide support facilities at 600 Rush Landing in Novato. MCTD shall be responsible for all permitting and environmental compliance requirements relating to the operation of those locations.

B. Contractor Obligations. Contractor will be responsible for maintaining the cleanliness of the site.

C. 600 Rush Landing - Novato

a. Licensed Area. The MCTD owns a parking and office facility at 600 Rush Landing in Novato as shown in Attachment N. Contractor will have access to the designated interior office and parking areas at this location.

b. Contractor Responsibilities.

i. Permitted Use. CONTRACTOR may use the premises for parking vehicles required to support his contract. Drivers shall park their personal automobiles in the general public/visitor spaces when the transit vehicles are in use. CONTRACTOR shall conduct its operations in a safe, orderly, courteous and professional manner.

ii. Prohibited Use. CONTRACTOR shall not use the Property or Premises for any purpose other than as specifically authorized by this Agreement.

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

iii. Utilities. CONTRACTOR will be responsible for janitorial services, phone and internet. MCTD will be responsible for landscaping, water, garbage, PG&E, and all utility costs for vehicle charging associated with transit operations at this location.

iv. Site Facilities. CONTRACTOR shall have access to indoor office space to support operations as shown in Attachment N.

v. Compliance with Laws. CONTRACTOR shall not do or permit anything to be done in, on or about the property, or bring or keep anything in, on or about the property, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation (collectively "laws") now in force or which may hereafter be enacted or promulgated by any public authority. CONTRACTOR shall be solely responsible for any and all costs associated with noncompliance with any such laws.

vi. Prohibited Activities. CONTRACTOR agrees not to store any flammable, combustible or other materials on site that would increase the cost of MCTD's insurance, and not to permit any toxic or hazardous materials in or around 600 Rush Landing. CONTRACTOR agrees not to create any nuisance or interfere with the use of 600 Rush Landing by others. Furthermore, CONTRACTOR shall not (i) perform any repair or maintenance of any vehicles (e.g., oil changes, engine servicing, washing and polishing), (ii) grant third parties the right to park or otherwise use or access 600 Rush Landing, (iii) use or access any other portion of the 600 Rush Landing, or (iv) violate any rule or regulation or security procedure established by MCTD from time to time.

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

- 4) SEC. 401 COMPENSTATION TO CONTRACTOR, is amended to include
- i. **Maximum Cost to District.** In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$63,117,514, excluding direct payments outlined in the contract for fuel and major vehicle repairs. Should the funding source for this Contract be reduced, Contractor agrees that this maximum

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

- 5) Attachment A will be replaced in its entirety with the attached revised Attachment A, Compensation.
- 6) Attachment B, Vehicle Inventory will be replaced in its entirety with the attached revised Attachment B, Vehicle Inventory.
- 7) Attachment F, Staffing Plan will be replaced in its entirety with the attached revised Attachment F, Staffing Plan.
- 8) Attachment N, 600 Rush Landing License Area will be replaced in its entirety with the attached revised Attachment N, 600 Rush Landing
- 9) Attachment O, 2333 Kerner License Area (Vacant Lot) will be removed in its entirety

IN WITNESS WHEREOF, the parties hereto have executed this

Addendum on the day first written above.

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT A COMPENSATION**

**Marin Transit Price  
Summary**

Cost per Revenue Hour - Package 1 Service	Base Years			Exercised Option Year 1	Exercised Option Year 2	Extension Year 1	Extension Year 2
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Hourly Rate</b>	\$49.84	\$51.34	\$52.89	\$54.49	\$79.31	\$91.28	\$97.95
<b>Fixed Monthly Fee</b>	\$167,366	\$172,387	\$177,558	\$182,885	\$233,381	\$314,402	\$337,277

**One Time Costs**

<b>Contract Start-Up Expense (FY 18/19)</b>	\$10,000
<b>Extension Year Start-Up Expenses (FY 23/24)</b>	\$50,000
<b>Driver Barriers</b>	\$600 per vehicle

**Driver Compensation**

Effective July 1, 2023, minimum wages for all drivers will be increased to \$28.00 per hour. CONTRACTOR shall continue to offer merit increases as appropriate. CONTRACTOR shall provide proof of compensation increases to District if requested (e.g., month over month payroll comparisons after increase is awarded).

## ATTACHMENT B VEHICLE INVENTORY

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

Vehicle #	VIN	License	Subfleet	Length	Fuel Type	Acquisition Date	In-Service Date	Replacement Year
1705	15GGD3018H3188170	1432065	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	11/30/2017	3/12/2018	2029
1706	15GGD301XH3188171	1432066	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	11/30/2017	3/12/2018	2029
1707	15GGD3011H3188172	1432067	2017 40' Gillig Hybrids	40 ft	Hybrid Diesel (HD)	12/1/2017	3/12/2018	2029
1880	1FDFE4FS2JDC16420	1553405	2018 El Dorado Aerotech	24 ft	Gasoline (GA)	8/15/2018	10/2/2018	2029
1980	1FDFE4FS1KDC13252	1559415	2019 El Dorado Aerotech	24 ft	Gasoline (GA)	2/1/2019	5/6/2019	2029
2080	1FDFE4FS3KDC73081	1610011	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/5/2021	2032
2081	1FDFE4FS7KDC73083	1610012	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/9/2021	2032
2082	1FDFE4FS9KDC73084	1610013	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/3/2021	2032
2083	1FDFE4FSFKDC73087	1610024	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/16/2021	2032
2084	1FDFE4FS8KDC73092	1610025	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/4/2021	2032
2085	1FDFE4FS7KDC73097	1610026	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/10/2021	2032
2086	1FDFE4FS8KDC73108	1610027	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/15/2021	2032
2087	1FDFE4FS8KDC73027	1610028	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/15/2021	2032
2088	1FDFE4FS2KDC73024	1610029	2021 El Dorado AeroTech	24 ft	Gasoline (GA)	12/1/2020	3/5/2021	2032
2101	15GGD2817M3196544	TBD	2021 Gillig 40' Electric Bus	40 ft	Electric Battery (EB)	12/29/2021	TBD	2033
2102	15GGD2819M3196545	TBD	2022 Gillig 40' Electric Bus	40 ft	Electric Battery (EB)	1/18/2022	TBD	2033
2103	15GGD2810M3196546	TBD	2023 Gillig 40' Electric Bus	40 ft	Electric Battery (EB)	1/27/2022	TBD	2033
2104	15GGD2812M3196547	TBD	2024 Gillig 40' Electric Bus	40 ft	Electric Battery (EB)	1/24/2022	TBD	2033
1760	1N9HBAC65HC084098	1515377	2017 29' XHF	29 ft	Diesel Fuel (DF)	3/13/2017	3/22/2017	2029

Vehicle #	VIN	License	Subfleet	Length	Fuel Type	Acquisition Date	In-Service Date	Replacement Year
1761	1N9HBAC67HC084099	1515378	2017 29' XHF	29 ft	Diesel Fuel (DF)	3/13/2017	3/21/2017	2029
1860	1N9HEAC65JC084231	1558160	2018 35' XHF	35 ft	Diesel Fuel (DF)	1/8/2019	5/21/2019	2030
1861	1N9HEAC67JC084232	1558162	2018 35' XHF	35 ft	Diesel Fuel (DF)	1/8/2019	5/21/2019	2030
1870	1FDUF5GT1HEE86051	1432075	Mobile Information Kiosk		Gasoline (GA)	4/13/2018	5/5/2018	2025
2160	1N9HBAL90MC084001	1597120	2021 29' XHF	29 ft	Diesel Fuel (DF)	2/25/2021	3/27/2021	2033
2161	1N9HBAL92MC084002	1597124	2021 29' XHF	29 ft	Diesel Fuel (DF)	2/25/2021	3/24/2021	2033
2162	1N9HBAL94MC084003	1597129	2021 29' XHF	29 ft	Diesel Fuel (DF)	2/25/2021	3/27/2021	2033
2163	1N9HBAL96MC084004	1597130	2021 29' XHF	29 ft	Diesel Fuel (DF)	2/25/2021	3/24/2021	2033
2170	1N9HEALM5MC084233	1625974	2021 XHF 35'	35 ft	Diesel Fuel (DF)	10/25/2021	12/4/2021	2033
2171	1N9HEALM7MC084234	1625975	2021 XHF 35'	35 ft	Diesel Fuel (DF)	10/26/2021	12/4/2021	2033
301	1N9HBAC60FC084220	1473764	2015 29' XHF	29 ft	Diesel Fuel (DF)	12/29/2015	1/8/2016	2027

**ATTACHMENT F STAFFING AND PERSONNEL PLAN****Package 1 – Key Personnel**

<b>Staff Member</b>	<b>Title</b>	<b>% Dedicated to Package 2</b>
<b>Matt Wexler</b>	<b>President</b>	<b>30%</b>
<b>Lawrence Forrest</b>	<b>Operation Manager</b>	<b>100%</b>
<b>Lawrence Kumar</b>	<b>Safety and Training Manager</b>	<b>50%</b>
<b>Jesse Manriquez</b>	<b>Maintenance Manager</b>	<b>30%</b>

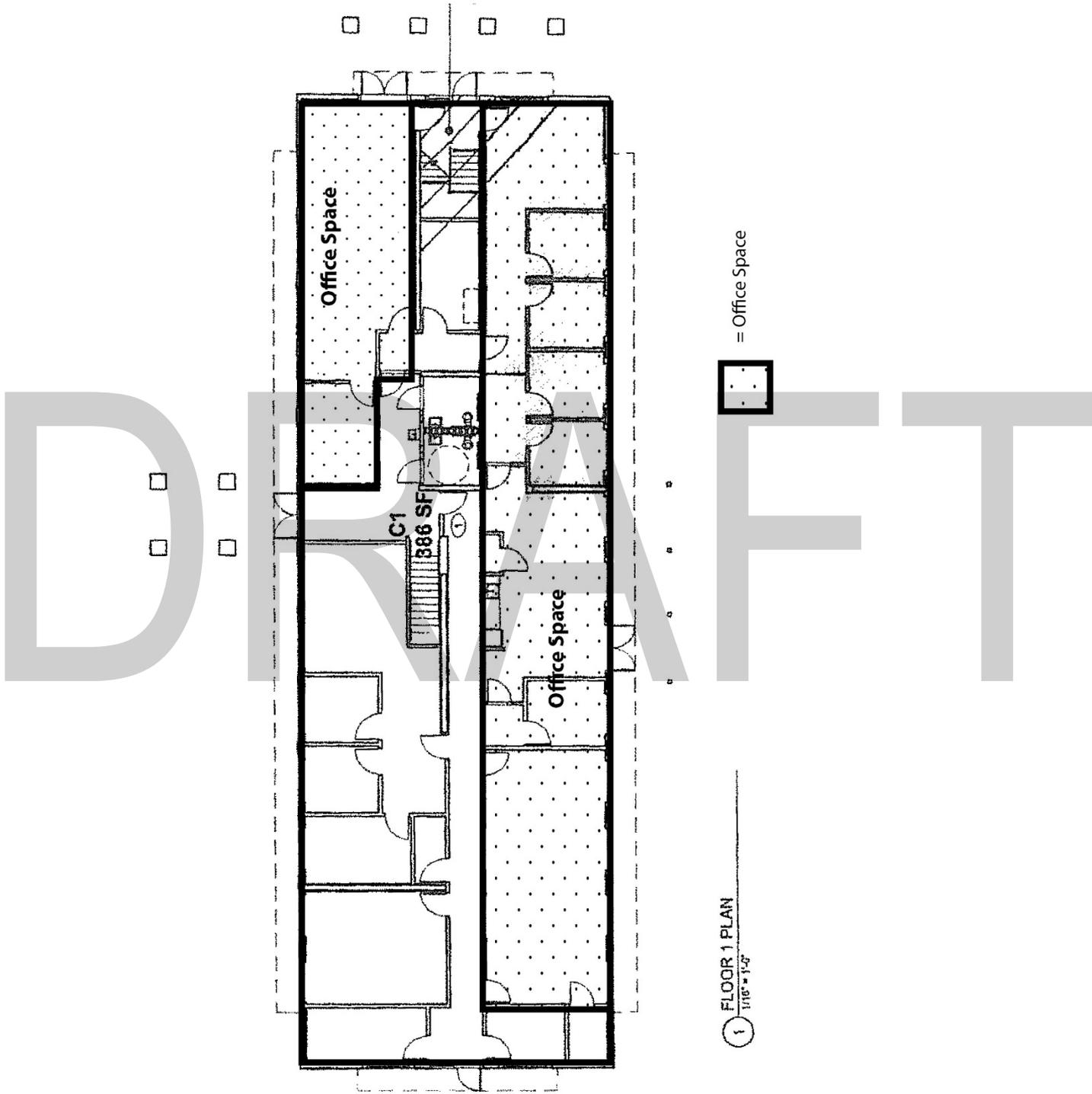
**Package 1 – All Personnel**

<b>Vehicle Operators</b>	<b>50-60 Full Time</b>
<b>President</b>	<b>1 Full Time</b>
<b>Operations Manager</b>	<b>1 Full Time</b>
<b>Assistant Operations Manager</b>	<b>1 Full Time</b>
<b>Chief Financial Officer</b>	<b>20% Dedicated</b>
<b>Road Supervisor</b>	<b>4 Full Time</b>
<b>Safety and Training Manager</b>	<b>2 Full Time</b>
<b>Dispatcher</b>	<b>2 Full Time</b>
<b>Customer Service Liaison</b>	<b>1.5 Full Time</b>
<b>Bookkeeper &amp; HR Manager</b>	<b>1.5 Full Time</b>
<b>Maintenance Manager</b>	<b>1 Full Time</b>
<b>A-Level Mechanic</b>	<b>1 Full Time 2 Part Time 2-10% Dedicated</b>
<b>Vehicle Service Worker</b>	<b>5 Part Time</b>

ATTACHMENT N

600 Rush Landing License Area







# **Marin Airporter Contract Amendment #5**

# Overview of Amendment #5

- Extend the term two year – June 30, 2025
- Provide increased compensation for drivers (increase starting from \$26/hr to \$28/hr)
- Allow for the increase service level
  - Increased administrative support positions
  - Increased fleet size
  - Expanded maintenance support
  - Contractor owned maintenance facility improvements
  - Increased access to MCTD owned parking and office at Rush Landing

# Service

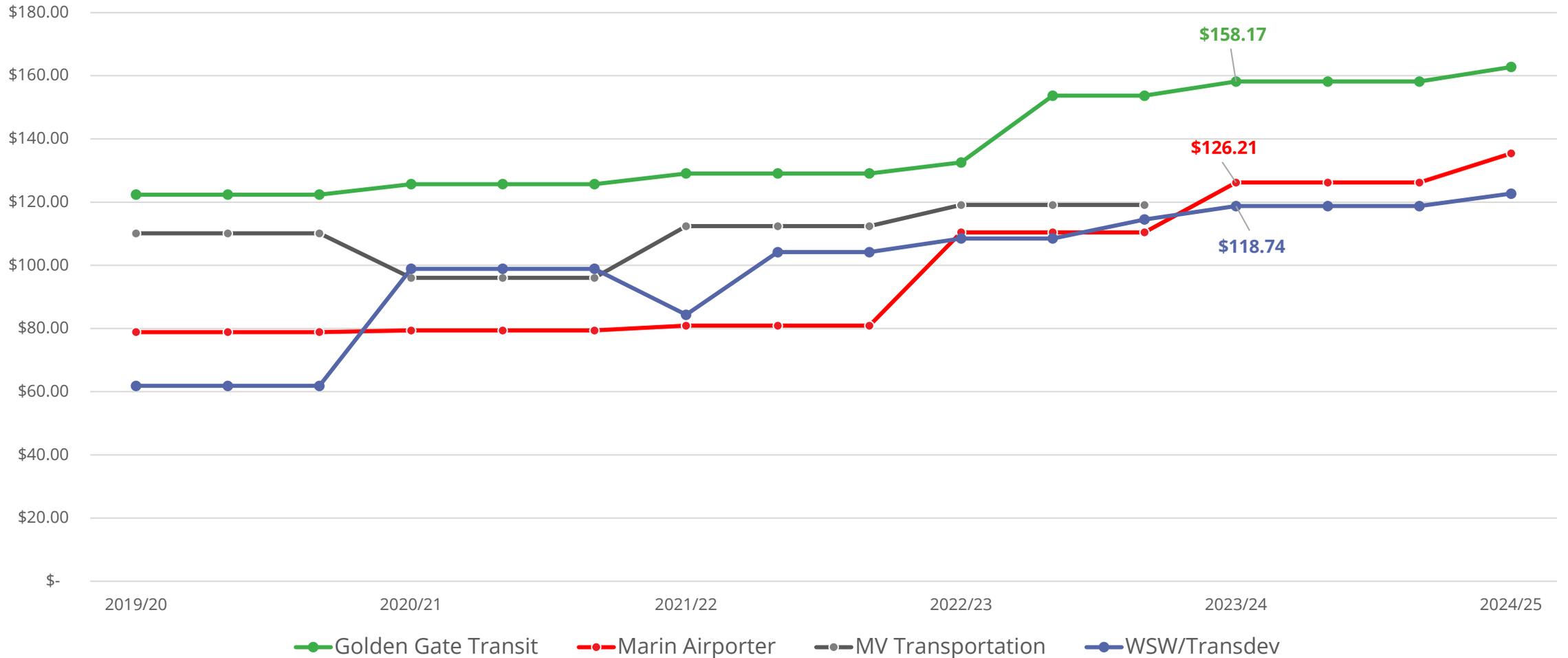
Estimated Annual Service Level = 108,025 hours (+20%)

- **Local Fixed Route (~90,000 hours):** 17, 22, 49, 219, 228, 233, 245, and 257
- **Rural Stagecoach (~16,300 hours):** 61 and 68
- **Supplemental School (~1,725 hours):** 613, 619, 625, and 654

# Contract Rates

	Base Years			Exercised Option Year 1	Exercised Option Year 2	Added Year 1	Added Year 2
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Hourly Rate</b>	\$49.84	\$51.34	\$52.89	\$54.49	\$79.31	\$91.28	\$97.95
<b>Fixed Monthly Fee</b>	\$167,366	\$172,387	\$177,558	\$182,885	\$233,381	\$314,402	\$337,277

# Effective Cost Per Revenue Hour



*Cost per revenue hour are based on actual or assumed future service levels and do not reflect full costs of operating including fuel and other overhead costs*

# Thank you

## CONTACT

**Robert Betts**

**Director of Operations &  
Service Development**

**[rbetts@marintransit.org](mailto:rbetts@marintransit.org)**





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San Rafael, CA 94901  
ph: 415.226.0855  
[marintransit.org](http://marintransit.org)

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Director  
City of San Rafael

#### **Fred Casissa**

Alternate  
Town of Corte Madera

April 3, 2023

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

### **Subject: Adopt Revised Marin Transit Policies on Public Hearings and Title VI**

Dear Board Members:

#### **Recommendation**

Adopt the following revised Marin Transit Policies: Public Hearing Policy (AD-02), Major Service Change Policy (CR-01), and Policy for Establishing Disparate Impact or Disproportionate Burden (CR-02).

#### **Summary**

As a recipient of Federal Transit Administration (FTA) funding, Marin Transit is required to comply with Title VI of the Civil Rights Act of 1964. Title VI requires the following policies to be adopted by your Board: *Major Service Change Policy*, *Disparate Impact Policy* and *Disproportionate Burden Policy*. Staff has made administrative revisions to these policies to 1) streamline and clarify language to ensure clear understanding of the intent of the policies and consistent application across staff and over time, 2) update formatting and 3) extract them from the Title VI Program to be stand-alone official Board policies that are easier to view and access. The revisions do not make any substantive changes to the meaning of the policies. A new Policy category was created: Civil Rights (CR) and one policy number was assigned to major service change policy and one policy number was assigned to cover both disparate impact and disproportionate burden which have significant overlap. Staff has also made revisions to a separate, but related policy, the *Public Hearing Policy*.

#### **Background**

As a recipient of Federal Transit Administration (FTA) funding, Marin Transit is required to comply with Title VI of the Civil Rights Act of 1964 (Title VI). Title VI prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. Those characteristics are considered protected, and persons with those characteristics are referred to as a protected class. Title VI requires Marin Transit to conduct service and fare equity analyses prior to implementing major service changes or fare changes (except promotional/temporary changes) to determine whether the proposed changes will have a disparate impact on the



basis of race, color, or national origin and to mitigate those impacts where possible. In addition, FTA requires transit providers to evaluate proposed service and fare changes to determine whether low-income populations will bear a disproportionate burden of the changes.

Title VI requires the following policies to be adopted:

- *Major Service Change Policy*: Defines what constitutes a “major service change” for Marin Transit; only “major service changes” are subject to a service equity analysis.
- *Disparate Impact Policy*: This policy establishes a threshold for determining when adverse effects of proposed service or fare changes are borne disproportionately by minority populations.
- *Disproportionate Burden Policy*: This policy establishes a threshold for determining when adverse effects of proposed service or fare changes are borne disproportionately by low-income populations.

Marin Transit submitted its first complete Title VI Program in April of 2014. At that time, the Board adopted the agency’s Title VI Policies. These policies were carried forward in the 2017 and 2020 Title VI Program updates. This is the first major revision to these policies since that time.

Staff has also revised its *Public Hearing Policy* to streamline, clarify intent and align with best practices. This policy is not explicitly required as a part of the Title VI Program but is related to the above policies because fare changes and major service changes also require a public hearing.

## Discussion

The *Major Service Change Policy* and *Disparate Impact* and *Disproportionate Burden Policies* previously only existed embedded within the Marin Transit Title VI Program. Staff is proposing extracting these as two new stand-alone policies with official policy numbers for ease of reference and to ensure these appear within the official policy framework of the agency. The disparate impact and disproportionate burden thresholds have been combined into one policy called: *Policy for Establishing Disparate Impact or Disproportionate Burden*.

These changes are administrative in nature. The revisions do not make any substantive changes to the meaning of the policies: the matters that require a public hearing remain unchanged, the types of changes that constitute a “major” service change remain unchanged, and the thresholds for disparate impact and disproportionate burden remain unchanged.

A summary of the changes that were made to each policy is shown below.

The following changes were made to all policies:

- Re-formatted to update the logo and use new Marin Transit MS Word templates.

A summary of the changes that were made to the *Public Hearing Policy*:

- Edits to clarify the intent and application of the policy.
- Removal of the Major Service Change Policy which was embedded within the Public Hearing Policy, replaced with reference to this policy.
- Clarification of the methods by which staff should distribute public notice of the public hearing to remove unnecessary detail while more clearly stating the intent to advertise as quickly and as broadly as possible.



- Clarification of how different types of comments are received and distributed.

A summary of the changes that were made to the *Major Service Change Policy*:

- Re-formatted to match other Marin Transit official policies, including:
  - Adding a cover sheet
  - Assigning a policy number under new category: Civil Rights (CR)
- Edits were made to streamline the policy and clarify in more clear, direct language what does and does not constitute a major change in service to ensure consistent application of the policy over time.

A summary of the changes that were made to the disparate impact and disproportionate burden policies:

- Combined into one stand-alone policy entitled: *Policy for Establishing Disparate Impact and Disproportionate Burden*.
- Re-formatted to match other Marin Transit official policies, including:
  - Adding a cover sheet
  - Assigning a policy number under a new category: Civil Rights (CR)
- Streamlined and clarified language to explain as clearly as possible the purpose and application of the policy to ensure consistent use of the policy across staff and over time.
- Added more specificity on mitigating impacts if an equity analysis results in a finding of disparate impact or disproportionate burden.
- Added a definitions section to ensure clear understanding of all terminology and references in the policy.

The three revised policies are included as attachments. For reference, the old Title VI Policies can be found in the 2020 Title VI Program, p. 103: <https://marintransit.org/titlevi>. The current version of the Public Hearing Policy is included as attachment A2 for reference.

### **Next Steps**

Staff requests that your Board adopt these policy changes. After adoption and incorporation of Board edits, if any, the final policies will become official agency policy, replacing all older versions. The final Title VI policies will be incorporated into the revised Title VI program which is scheduled for Board adoption in June 2023 and then submitted to FTA with the Title VI update.

### **Fiscal/Staffing Impact**

None.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Cathleen Sullivan".

Cathleen Sullivan

Director of Planning



**Attachment A1:** Revised *Public Hearing Policy*

**Attachment A2:** Current *Public Hearing Policy*

**Attachment B:** Revised *Major Service Change Policy*

**Attachment C:** Revised *Policy for Establishing Disparate Impact or Disproportionate Burden*



# MARIN TRANSIT

## PUBLIC HEARING POLICY

Policy #:	AD-02
Subject:	Public Hearings
Effective Date:	May 21, 2007
Revision Dates:	April 3, 2023 July 27, 2015

# Public Hearing Policy

## 1. PURPOSE

The public hearing process is one method that Marin County Transit District (Marin Transit) Board of Directors uses to solicit and receive public comments about decisions affecting the community and Marin Transit riders. In adopting this policy, it is the intent of the Board to encourage the receipt of public comments so that information may be considered as part of the decision-making process. The provisions of this policy shall be in addition to procedures established specific to Marin County Transit District in Sections 70000-80019 of the California Public Utilities Code, the “Marin County Transit District Act of 1964.”

Every Marin Transit Board meeting includes procedures to ensure public access and participation in the process. A public hearing is warranted when the matter under consideration is significant enough that it warrants extra effort to ensure public awareness of the matter and solicit public input.

## 2. PUBLIC HEARINGS

The Board of Directors shall schedule public hearings to consider the matters listed below. The Board may, as it deems appropriate, schedule additional public hearings for the consideration of subjects not listed below. When authorized by the Board President, the General Manager may call a public hearing that is required by law or by District policy when doing so would move a process forward in a timely manner.

### a. FARE CHANGES

Fare changes require a public hearing prior to adoption by the Board. This includes any changes in the charges and fees assessed for use of District public transit services including cash fares, ticket fares, pass fares, transfer fares, or amendments to eligibility criteria for fare categories, or major changes to fare media or types of fare products. Promotional fares shall not be subject to public hearings. “Promotional fares” shall include modifications to fare structures that are established on a short-term basis for the specific purpose of promoting service, encouraging increased ridership, and/or addressing equity.<sup>1</sup>

### b. MAJOR SERVICE CHANGES

Major changes to service require a public hearing before adoption by the Board. The definition of what constitutes a major service change is included in the *Major Service Change Policy* which is part of the District’s federal Title VI Program.<sup>1</sup>

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<sup>1</sup> **Equity Analysis:** For any fare change or major service change, Marin Transit shall also conduct an equity analysis to determine if the proposed change may have unequal impact. The District’s federal Title VI Program includes a *Policy for Establishing Disparate Impact or Disproportionate Burden* (CR-02) which sets thresholds for determining when the impact of a proposed change constitutes a disparate impact on minority populations or a disproportionate burden on low-income populations. Marin Transit must present the findings of the equity analysis prior to Board adoption of the changes.

### **c. ENVIRONMENTAL IMPACT REVIEWS**

Public hearings shall be conducted as required by the California Environmental Quality Act, State Implementing Guidelines (CEQA) and the National Environmental Policy Act (NEPA).

### **d. OTHER PUBLIC HEARINGS**

Other public hearings shall be conducted as may be required by federal or state laws or regulations. District public hearings are not required for grant applications when said grants are part of a regional grant application process and public hearings are coordinated and conducted by the Metropolitan Transportation Commission or other regional agency or operator.

## **3. ESTABLISHMENT AND NOTICE OF PUBLIC HEARINGS**

### **a. BOARD AUTHORITY TO SET PUBLIC HEARING**

To provide sufficient notice of upcoming hearings, the Board of Directors shall designate the time and place for public hearings at least 21 calendar days in advance of the proposed hearing date, unless more notice is required by law.

Unless otherwise required by law, the Board may provide for minor modifications to the 21-day advance notice requirements in those situations when a finding can be made that such modification will not diminish fulfilling the public notice procedures outlined below.

### **b. PUBLICATION OF NOTICE**

Once the Board has decided to hold a public hearing, notice of the public hearing shall be prepared to include a general, brief explanation of the matter to be considered and the date, time, and location of the public hearing.

Notice of the time and place of the meeting shall be distributed via media and other channels to maximize the breadth of awareness of the public hearing among the affected populations. As a general rule, information shall be distributed as quickly as possible following the setting of the public hearing and shall be repeated as possible to maximize awareness of the hearing.

Marin Transit will advertise information about the public hearing in as many ways as deemed appropriate and effective. Channels may include, but are not limited to:

- Posting meeting notices on transit vehicles and at transit stops that are used by affected riders;
- Notification through the District's email distribution list;
- Publication of the hearing on the District's website and social media feeds;
- Publication in newspaper of general circulation as required by law<sup>2</sup>;

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<sup>2</sup> Marin Transit is required to publish in a newspaper of general circulation based on CA Government Codes 65090-65096, Title 7. Planning and Land Use, Division 1. Planning and Zoning, Chapter 2.7. Public Hearings.

- Publication in neighborhood papers, Spanish language newspapers, and/or online news sources;
- Issuing a press release;
- Sending notice of the public hearing to City Councils, Transportation Authority of Marin, Boards of Supervisors, School Districts, and/or other public agencies that oversee areas affected by the subject of the public hearing;
- Sending meeting notices to identifiable affected groups;
- Inclusion in newsletters of partner agencies, organizations, and/or elected officials;
- Sending letters to names on contact lists created at previous public meetings and hearings; and/or
- Using public service announcements for radio and public access TV (when circumstances dictate and resources allow).

### **c. COMMENT PERIOD**

It is good practice to publicize a comment period during which public comments pertaining to the topic of the hearing be accepted. This ensures that staff have clear guidance on comments that must be considered before bringing an item for final decision to the Board.

Setting a public comment period is not required, however. Also, although setting a comment period includes specifying a date after which comments are no longer accepted as part of the official record of the hearing, public comments on matters pertinent to Marin Transit will always be accepted and, if requested, shared with the Board.

### **d. SPECIAL PROVISIONS REGARDING ENVIRONMENTAL MATTERS**

In the case of public hearings relating to environmental review required by the California Environmental Quality Act or the National Environmental Policy Act, expanded legal notice or public review and comment periods may apply. In such situations, the District's Counsel shall review and determine additional public comment and notification periods that may be required by State or Federal law or regulation.

### **e. OTHER NOTICES**

In addition to the above legal notices, the General Manager or the Board may direct distribution of additional notices to enhance public awareness of the proposed public hearing.

## **4. CONDUCT OF PUBLIC HEARINGS**

### **a. HEARING PROCEDURES**

Public hearings will be conducted at a regular or special meeting of the Board of Directors. Language assistance at Board of Director's meetings, such as oral interpreters, shall be provided if 72 hours advance notice is given. Minutes from the meeting will be made

available to the public on Marin Transit’s website according to standard Board of Directors procedures.

Proceedings shall generally include, but are not limited to:

- Announcement of the purpose of the hearing.
- At the discretion of the Board President, introduction of the Directors and Staff of the District who are present.
- An introduction by the Board President, the General Manager, or the General Manager’s designee of the subject matter being considered at the public hearing.
- Receipt of public comments. (See 4b for details on public comments.)
- Following receipt of oral and/or written comments, the Board President will close the public hearing.
- The Marin Transit Board may respond to comments made by the public and take other actions, such as amending the item or delaying a decision, as it deems appropriate. If the Board chooses not to take action immediately following the close of the public hearing, the President shall announce the time and date at which the Board will next consider the decision. How soon the Board makes its decision after the close of the public hearing is within the Board’s discretion, unless a State or Federal law or regulation or Board policy requires a decision within a specific period of time.
- Prior to the initiation of a public hearing or prior to the close of a public hearing, the Board of Directors may, by motion, continue any public hearing to a specific time, date and place. As soon as practical after the Board’s action to continue the item, notice of the agenda of such committee or Board meeting shall be provided in accordance with regular District procedures.

## **b. PUBLIC COMMENTS**

- Written comments received prior to hearing: Comments from the public received in advance of the publication of the packet for the hearing shall be provided as an attachment to the staff report for the Board of Directors. Comments received between Board packet publication and the hearing shall be distributed to the Board members at the hearing and shall be posted to the District’s website.
- Verbal comments received at hearing: Members of the public are permitted to speak for up to two minutes on each item considered although the Board has the discretion to limit public comment to less than two minutes or allow more time if circumstances warrant. At its discretion, the Board may limit the time allocated for speaker comments, pursuant to the Brown Act.<sup>3</sup>

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<sup>3</sup> Ralph M. Brown Act, Chapter 9 (commencing with Section 54950), Part 1, Division 2, Title 5 of the CA Government Code.

- Written comments received during hearing: Copies of all written comments shall be provided to all Board members prior to their decision on the matter, including any Board member(s) who were absent when the public hearing occurred.

### **c. RECORD OF HEARING**

Per the Brown Act,<sup>3</sup> the minutes of the Board of Director's meeting shall constitute the record of the public hearing. Audio/video recordings of said public hearings shall be maintained in accordance with current Board Policy.



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July 27, 2015

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

**SUBJECT: Revision of Marin Transit Public Hearing Policy**

Dear Board Members:

**board of directors**

madeline kellner  
president  
city of novato

kathrin sears  
vice president  
supervisor district 3

katie rice  
2nd vice president  
supervisor district 2

judy arnold  
director  
supervisor district 5

damon connolly  
director  
supervisor district 1

steve kinsey  
director  
supervisor district 4

stephanie moulton-peters  
director  
city of mill valley

**RECOMMENDATION:** Adopt revised policy.

**SUMMARY:**

Staff recommends that your Board adopt a revision to Marin Transit's *Public Hearing Policy*, originally adopted in May 2007. The changes reflect the District's policy on Major Service Changes adopted in 2014 for Marin Transit's Title VI Program. The policy now references the District's environmental review responsibilities as a recipient of federal funding. In addition, the revised policy simplifies the District's procedures for public notification based on the availability of the Marin Transit website and a range of communication methods to reach interested parties.

**FISCAL/STAFFING IMPACT:**

There is no fiscal impact associated with adopting this revised *Public Hearing Policy*.

Respectfully submitted,

Amy Van Doren  
Director of Policy and Legislative Programs  
Attachment



**MARIN TRANSIT**  
**PUBLIC HEARING POLICY**

Policy #:	AD-02
Subject:	Public Hearings
Effective Date:	May 21, 2007
Revision Date:	July 27, 2015

## **Marin County Transit District Public Hearing Policy**

### **I. PURPOSE**

The public hearing process is one method that Marin County Transit District (Marin Transit) Board of Directors uses to solicit and receive public comments about decisions affecting residents and riders of the Marin local transit system. In adopting this policy, it is the intent of the Board to encourage the receipt of public comments so that information may be considered as part of the decision-making process. The provisions of this policy shall be in addition to procedures established specific to Marin County Transit District in Sections 70000-80019 of the California Public Utilities Code

### **II. PUBLIC HEARINGS**

The Board of Directors shall schedule public hearings to consider the matters listed below. The Board may, as it deems appropriate, schedule additional public hearings for the consideration of subjects not listed below. When authorized by the Board President, the General Manager may call a public hearing that is required by law or by District policy when doing so would move the process forward in a timely manner.

#### **1. FARES**

“Fares” shall include any changes in charges and fees assessed for use of District public transit services including cash fares, ticket fares, pass fares, transfer fares, or amendments to eligibility criteria for fare categories. Promotional fares shall not be subject to public hearings. “Promotional fares” shall include modifications to fare structures that are established on a short-term basis for the specific purpose of promoting service and encouraging increased ridership. Under the District’s federal Title VI Program, Marin Transit must prepare an equity analysis of proposed fare changes for Board consideration in advance of the public hearing.

#### **2. MAJOR TRANSIT SERVICE CHANGES**

The District applies the same definition of a major service change as contained in its federal Title VI Program. The procedures below identify when a service change requires a public hearing process.

Prior to Board approval, all major service changes will be subject to an equity analysis that will include an analysis of potential adverse effects to identify whether proposed changes would result in an unequal distribution of burdens or benefits.

Unless otherwise noted under item (e) EXCEPTIONS, Marin Transit defines a "**Major Service Change**" as follows:

- a. The addition of a new transit route. Reassignment of existing route numbers, including splitting or combining two or more routes, will not constitute a new transit route. However, if the reassignment will impact the number of transit revenue hours or the route path, the criteria (c) and (d) listed below will be considered. Transit revenue hours refers to the amount of time that a bus is available to carry passengers; or
- b. New service on streets not previously used by any route (excluding major arterial streets and streets designated as a truck route); or
- c. Any aggregate change of 30 percent or more of the number of transit revenue hours of a route over a three-year period for the day of the week for which the change is proposed; or
- d. Any changes in the routing of a bus route, when it is in service that alters 40 percent or more of the route's path over a three-year period.
- e. **EXCEPTIONS:** Exceptions to the "**Major Service Change**" defined in (a) through (d) include:
  - i. Changes to a route with productivity that is 50 percent or below of Marin Transit standards in a typical service day are not considered "major," unless service on that route is eliminated completely on any such day. Productivity refers to the number of passengers carried per revenue hour or per trip. Productivity standards are based on Marin Transit's route typology and are presented in the District's adopted Short Range Transit Plan and updated every two years.
  - ii. Frequency of service (or headway) adjustments of up to 20 minutes that are not combined with changes to a route's revenue hours or path as described in (c) and (d) above.
  - iii. Standard seasonal variations, unless the variations, as compared to operations during the previous season, fall within the definition of major adjustments in transit service listed in the criteria (a) through (d) above.
  - iv. Introduction or discontinuation of short- or limited-term service as long as the service will be or has been operated for no more than twelve months. These include promotional, demonstration, seasonal or emergency service, or service provided as mitigation or diversion for construction or other similar activities. Emergency service changes include changes to routes or service frequencies that result from a disaster that severely impairs public health or safety; changes in access

to public streets (such as street closures); or the ability of District equipment to travel on public streets.

- v. Restoration of service previously eliminated due to budget constraints, provided the service runs on the same route as it had prior to its elimination, subject to minor deviations that do not exceed the requirements of (a), (b), (c), or (d) above.
- vi. Changes to infrequent, seasonal, or supplemental routes, including supplemental school routes that meet the requirements of (a) or (b).

### **3. ENVIRONMENTAL IMPACT REVIEWS**

Public hearings shall be conducted as required by the California Environmental Quality Act, State Implementing Guidelines (CEQA) and the National Environmental Policy Act (NEPA).

### **4. OTHER PUBLIC HEARINGS**

Other public hearings shall be conducted as may be required by federal or state laws or regulations, including but not limited to, public hearings required prior to the submission of FTA grant applications. District public hearings are not required for grant applications when said grants are part of a regional grant application process and public hearings are coordinated and conducted by the Metropolitan Transportation Commission or other regional agency or operator.

## **III. ESTABLISHMENT AND NOTICE OF PUBLIC HEARINGS**

### **1. BOARD AUTHORITY TO SET PUBLIC HEARING**

To provide sufficient notice of upcoming hearings, the Board of Directors shall designate the time and place for public hearings at least 21 days in advance of the proposed hearing date, unless more notice is required by law.

Unless otherwise required by law, the Board may provide for minor modifications to the 21-day advance notice requirements in those situations when a finding can be made that such modification will not diminish fulfilling the public notice procedures outlined below.

## 2. LEGAL PUBLICATION OF NOTICE

Once the Board has decided to hold a public hearing, notice of the public hearing shall be prepared to include a general, brief explanation of the matter to be considered and the date, time, and location of the public hearing.

Notice of the time and place of the meeting shall be published twice in a newspaper of general circulation within Marin County that is regularly published at least once a week. As a general rule, the first publication shall occur not less than 21 days prior to the hearing and the second publication shall occur not less than 7 days prior to the public hearing but not less than 5 days after the first publication. Shorter notice may be given when permitted by law and when financial, operational, or scheduling considerations make it infeasible to provide 21 days' advance notice.

If more than one hearing is held in connection with implementing a new fare, raising an existing fare or implementing a major adjustment in transit service, a notice shall be published in a newspaper of general circulation within Marin County of the time and place of the second or succeeding hearing(s) at least 10 days in advance of the second or succeeding hearing(s).

Marin Transit will provide information about proposed fare or major service changes on its website, and may provide notification in one or more of the following ways as appropriate:

- a. Posting meeting notices on transit vehicles used by affected riders;
- b. Posting meeting notices at transit stops;
- c. Notification through the District's email distribution list and publicizing the hearing on the District's web site;
- d. Direct mail notices to neighborhoods that may be affected by the subject of the public hearing;
- e. Publishing meeting notices in neighborhood papers or Spanish language newspapers;
- f. Notices of public hearings shall be sent to City Councils, Boards of Supervisors, or School Districts that oversee areas affected by the subject of the public hearing or other public agencies as determined by the General Manager.
- g. Sending meeting notices to identifiable affected groups;
- h. Sending letters to names on contact lists created at previous public meetings and hearings;
- i. Using public service announcements for radio and public access TV (when circumstances dictate and resources allow);
- j. Issuing a press release; and
- k. Display advertisements in local newspaper(s) in the affected area.

### **3. SPECIAL PROVISIONS REGARDING ENVIRONMENTAL MATTERS**

In the case of public hearings relating to environmental review required by the California Environmental Quality Act or the National Environmental Policy Act, expanded legal notice or public review and comment periods may apply. In such situations, the District's Counsel shall review and determine additional public comment and notification periods that may be required by State or Federal law or regulation.

### **4. OTHER NOTICES**

In addition to the above legal notices, the General Manager or the Board may direct distribution of additional notices to enhance public awareness of the proposed public hearing or to other public agencies as determined by the General Manager.

## **IV. CONDUCT OF PUBLIC HEARINGS**

### **1. HEARING PROCEDURES**

Public hearings will be conducted at a regular or special meeting of the Board of Directors. Language assistance at Board of Director's meetings, such as oral interpreters, is provided if 72 hours advance notice is given. Minutes from the meeting are available to the public on Marin Transit's website. Comments from the public received by letter, phone, email, and at public meetings concerning the proposed service or fare change are provided as an attachment to the staff report for the Board of Directors and for public review. At a Board meeting, members of the public are permitted to speak for up to three minutes on each item considered although the body has the discretion to limit public comment to less than three minutes if circumstances warrant. The Marin Transit Board may respond to comments made by the public and take other actions, such as amending the item or delaying a decision, as it deems appropriate.

Proceedings shall generally include, but are not limited to:

- a. Announcement of the purpose of the hearing.
- b. At the discretion of the Board President, introduction of the Directors and Staff of the District who are present.
- c. An introduction by the Board President, the General Manager, or the General Manager's designee of the subject matter being considered at the public hearing.

- d. Receipt of public comments. Comments are typically preceded by an announcement that speaker forms should be completed by each speaker so that each individual may be recognized in an orderly manner. The allocation of time per speaker shall be pursuant to time limitations established under the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950), Part 1, Division 2, Title 5 of the Government Code.
- e. Following receipt of oral and/or written comments, the Board President will close the public hearing. If the Board chooses not to take action immediately following close of the public hearing, the President shall announce the time and date at which the Board will next consider the decision. How soon the Board makes its decision after the close of the public hearing is within the Board's discretion, unless a State or Federal law or regulation or Board policy requires a decision within a specific period of time.
- f. Prior to the initiation of a public hearing or prior to the close of a public hearing, the Board of Directors may, by motion, continue any public hearing to a specific time, date and place. As soon as practical after the Board's action to continue the item, notice of the agenda of such committee or Board meeting shall be provided in accordance with regular District procedures

## **2. WRITTEN COMMENTS**

In addition to oral comments, written comments will be accepted prior to the close of the public hearing. Copies of all written comments shall be provided to all Board members prior to their decision on the matter, including any Board member(s) who were absent when the public hearing occurred.

## **3. RECORD OF HEARING**

As provided for in the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950), Part 1, Division 2, Title 5 of the Government Code, the minutes of the Board of Director's meeting shall constitute the record of the public hearing. Audio/video recordings of said public hearings shall be maintained in accordance with the Board Policy.



# MARIN TRANSIT

## MAJOR SERVICE CHANGE POLICY

Policy #:	CR-01
Subject:	Major Service Changes (Title VI)
Effective Date:	February 4, 2013
Revision Date:	April 3, 2023

## Major Service Change Policy

This policy defines what constitutes a “major service change” for Marin Transit. For any major service change, staff must hold a public hearing and conduct an equity analysis to determine if a proposed change would result in an unequal distribution of burdens or benefits. See Public Hearing Policy (AD-02) for protocols on public hearings and see *Policy for Establishing Disparate Impact or Disproportionate Burden Policy* (CR-02) to understand thresholds for equity analyses and how to apply them.

A proposed change in service will be considered a “major service change” if it meets one of the following criteria:

1. **Changes to revenue hours:** Any aggregate change of 30 percent or more of the number of transit revenue hours of a route for the day of the week for which the change is proposed. Transit revenue hours refers to the amount of time that a bus is available to carry passengers.
2. **Changes to routing:** Any changes in the routing of a bus route that alters 40 percent or more of the route’s path (deadhead path not included).
3. **New transit service:** Any new transit service on a local street for one-quarter mile or more and that includes one or more bus stops. This only applies to new service on streets that have not previously been used by any transit route, that are not major arterial streets nor designated truck routes.

The following do not constitute a “major service change” and therefore do not require a public hearing nor an equity analysis:

- **Changing route numbers:** Changing route numbers, including splitting or combining two or more routes, does not constitute a new transit route. However, if the reassignment will impact the number of transit revenue hours or the route path, the criteria above should be considered.
- **Standard seasonal variations:** Standard seasonal variations do not constitute a major service change, unless the variations, as compared to operations during the previous season, fall within the definition of major adjustments in transit service listed in the criteria above.
- **Very low-frequency services:** Changes to service on routes with fewer than 1,000 total revenue hours in a year does not constitute a major service change.
- **Demonstration/Pilot Services:** Introduction or discontinuation of short- or limited-term service as long as the service will be or has been operated for no more than twelve months.<sup>1</sup> These may include promotional, demonstration, seasonal or emergency service changes, or service provided as a mitigation or diversion for construction or other similar activities. Emergency service changes include changes to routes or service frequencies that result from a disaster that severely impairs public health or safety; changes in access to public streets (such as street closures); or the ability of District equipment to travel on public streets.

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<sup>1</sup> FTA Circular 4702.1B specifies, Chapter VI, page 13: A transit provider may exempt a temporary addition of service (e.g., demonstration projects), including those that would otherwise qualify as a major service change, from its definition of major service change. If a temporary service addition or change lasts longer than twelve months, then FTA considers the service addition or change permanent and the transit provider must conduct a service equity analysis if the service otherwise qualifies as a major service change.



**MARIN TRANSIT**

**POLICY FOR ESTABLISHING**

**DISPARATE IMPACT OR**

**DISPROPORTIONATE BURDEN**

Policy #:	CR-02
Subject:	Disparate Impact and Disproportionate Burden (Title VI)
Effective Date:	February 4, 2013
Revision Date:	April 3, 2023

## Introduction

Title VI of the federal Civil Rights Act of 1964<sup>1</sup> prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. Those characteristics are considered protected, and persons with those characteristics are referred to as a protected class. As a recipient of Federal Transit Administration (FTA) funding, Marin Transit is required to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 12898 on Environmental Justice<sup>2</sup> as defined in 42 U.S.C Section 2000d.

Title VI requires Marin Transit to conduct service and fare equity analyses prior to implementing major service changes or fare changes (except promotional/temporary changes) to determine whether the proposed changes will have a disparate impact on the basis of race, color, or national origin and to mitigate those impacts where possible. In addition, although low-income populations are not a protected class under Title VI, FTA Circular 4701.1B states that there is an “inherent overlap of environmental justice principles in this area, and because it is important to evaluate the impacts of service and fare changes on passengers who are transit-dependent, FTA requires transit providers to evaluate proposed service and fare changes to determine whether low-income populations will bear a disproportionate burden of the changes.”<sup>3</sup>

Title VI requires the following policies to be adopted:

- *Major Service Change Policy*: Defines what constitutes a “major service change” for Marin Transit; only “major service changes” are subject to a service equity analysis.
- *Disparate Impact Policy*: This policy establishes a threshold for determining when adverse effects of proposed service or fare changes are borne disproportionately by minority populations.
- *Disproportionate Burden Policy*: This policy establishes a threshold for determining when adverse effects of proposed service or fare changes are borne disproportionately by low-income populations.

The *Major Service Change Policy* is Marin Transit Policy CR-01, a separate, but related Title VI Policy. This policy, CR-02, encompasses both the *Disparate Impact Policy* and *Disproportionate Burden Policy*.

## Purpose

Transit operators are required to evaluate the impacts of proposed major service changes or fare changes on minority and low-income populations and to establish specific measures to avoid, minimize and mitigate inequitable impacts that may be experienced by these populations due to these changes.

The purpose of this *Policy for Establishing Disparate Impact or Disproportionate Burden* is to establish thresholds for determining if a major service change or fare change proposal would result in a fair

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<sup>1</sup> U.S. Department of Justice Title VI of the Civil Rights Act of 1964: <https://www.justice.gov/crt/fcs/TitleVI>.

<sup>2</sup> The requirements described here apply only to transit providers that operate 50 or more fixed route vehicles in peak service and are located in a UZA of 200,000 or more in population. If at any point Marin Transit does not meet these thresholds, these policies should be revisited.

<sup>3</sup> FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration recipients, issued October 1, 2012; Chapter IV, Section 7. [https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA\\_Title\\_VI\\_FINAL.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Title_VI_FINAL.pdf)

distribution of positive and negative effects on minority and low-income populations or if it would result in a disparate impact<sup>4</sup> on minority populations or a disproportionate burden<sup>5</sup> on low-income populations, as defined by FTA Circular 4702.1B.<sup>6</sup>

## Conducting Equity Analyses

A typical measure of disparate impact involves a comparison between the proportion of persons in the protected class (minority) who are affected by the service or fare change to the proportion of persons not in the protected class that are affected by the service of fare change (non-minority).<sup>7</sup> Analysis should compare both adverse impacts and benefits. For disproportionate burden, the same comparison would be undertaken, comparing the share of low-income persons affected to the share of non-low-income persons affected. After conducting the analysis, a comparison to the thresholds below should be conducted.

### Data sources

For service changes, this analysis can be done using one of two data sources:

- Passenger survey data by route or
- Census data for block groups within walking distance of the affected stops/routes.

For fare changes, this analysis can be done using passenger survey data by fare payment type.

### Disparate Impact on Minority Populations

Fare or major service change proposals are determined to have a *Disparate Impact* on minority populations if, cumulatively, the benefits of the changes accrue to minority populations 20% less than to non-minority populations, or the adverse effects of the changes accrue to minority populations 20% more than to non-minority populations.

### Disproportionate Burden on Low-Income Populations

Fare or major service change proposals are determined to have a *Disproportionate Burden* on low-income populations if, cumulatively, the benefits of the changes accrue to low-income populations 20% less than to non-low-income populations, or the adverse effects of the changes accrue to low-income populations 20% more than to non-low-income populations.

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<sup>4</sup> Disparate impact refers to a neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the transit provider’s policy or practice lacks a substantial legitimate justification and where there exist one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.

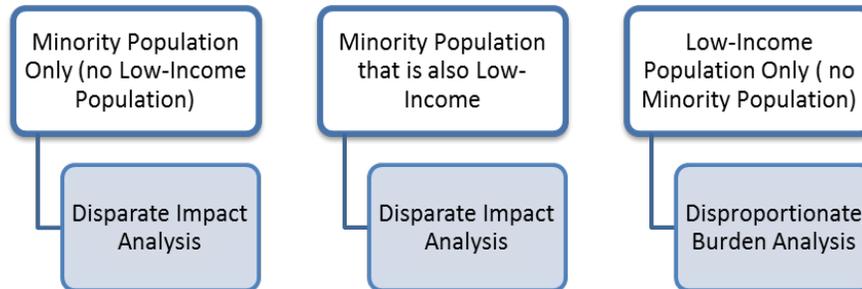
<sup>5</sup> Disproportionate burden refers to a neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. A finding of disproportionate burden requires the transit provider to evaluate alternatives and mitigate burdens where practicable.

<sup>6</sup> “The...threshold defines statistically significant disparity and may be presented as a statistical percentage of impacts borne by minority [and low income] populations compared to impacts borne by non-minority [and non-low income] populations. The...threshold must be applied uniformly...and cannot be altered until the next Title VI Program submission.”

<sup>7</sup> FTA C4702.1 B: Chapter IV-14

## Applying Policies

When minority populations significantly overlap with low-income populations, Marin Transit will choose to use the disparate impact analysis as outlined in FTA Circular 4702.1B, as illustrated below.



Source: FTA Circular 4702.1B

## Mitigating Impacts

Where Marin Transit identifies disparate impacts on minority populations due to proposed fare and major service changes, the District will take steps to avoid, minimize or mitigate the impacts including revising the fare or service change proposal to address the impacts. If Marin Transit finds that they are unable to mitigate a disparate impact after considering other service or fare change proposals, Marin Transit can only implement the service or fare change if they have a substantial legitimate justification for the service or fare change or the District can demonstrate that there are no alternatives available that would have a less disparate impact on minority riders.

Where Marin Transit identifies a disproportionate burden on low-income populations due to a proposed fare or service change, the District will take steps to avoid, minimize or mitigate the impacts where practicable. The District will describe alternatives available to low income riders affected by the service or fare change.

Marin Transit will provide a meaningful opportunity for public comment on any proposed mitigation measures. This will include discussion of less discriminatory alternatives that may be available, in advance of any action on the proposals that the Board of Directors may approve.

## Definitions

**Adverse Impact:** Adverse impacts includes, but is not limited to:

- Service: Reduction of service frequency or span of service
- Fares: Increase in fares, decrease in fare discount, or reduction in access to fare media.

**Major Service Change:** What constitutes a major service change is defined by the *Major Service Change Policy*, CR-01. As defined in that policy, only major service changes require an equity analysis; as such, the exceptions listed there – of the types of changes that do not constitute a major service change – do not require an equity analysis.

**Fare Changes:** A fare equity analysis is required for any increase or decrease in fares, regardless of the magnitude, with the following exceptions:



- Spare the Air Days, or other limited-duration instances when Marin Transit and/or a local municipality or agency has declared that all passengers ride free.
- Temporary fare reductions that are mitigating measures for other actions or extenuating conditions.
- Promotional fare reductions that last less than 6 months.

**Low-Income:** For the purposes of this policy, definition of low-income should adhere to regional definition of low-income, which is 200% of the Federal Poverty Guidelines at time of writing per MTC Clipper START policy.

**Walking Distance:** For the purposes of this policy, walking distance is defined as one-quarter mile.



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April 3, 2023

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

### **Subject: Marin Access Update**

Dear Board Members:

### **Recommendation**

Discussion item.

### **Summary**

This letter and attached presentation detail the state of Marin Access programs and highlight current operational challenges associated with these programs and services.

### **Background**

Marin Transit offers a variety of mobility management programs and services for older adults and individuals with disabilities under the umbrella of Marin Access. Residents of Marin County over the age of 65 are eligible for all Marin Access programs, except for ADA paratransit which is based on an individual's ability to independently use fixed route service. The suite of Marin Access programs goes above and beyond what is required by the ADA and gives riders many options for travel in Marin County.

Marin Access programs and services for older adults and people with disabilities include:

- Americans with Disabilities Act (ADA)-mandated paratransit – door-to-door service available to those who are unable to use the fixed route bus;
- Volunteer Driver – reimbursement for clients to pay drivers;
- Catch-A-Ride – subsidized taxi program;
- Travel Navigators – eligibility, information, referral;
- Travel Training – group presentation or individual counseling to better understand how to use services; and
- Fare assistance – monthly credit for those with limited incomes and the opportunity to opt-in to receive a pass to use fixed route service at no cost.



The District also offers general public programs that have no age or disability requirements that meet the needs of Marin Access riders, including:

- Novato Dial-A-Ride – demand response program serving locations within Novato city limits;
- Rural Dial-A-Ride – demand response program serving communities in West Marin to provide access to shopping destinations in urbanized areas; and,
- Connect – on-demand shuttle service with reduced fares.

These programs have grown and evolved over time; changes have been made to improve the rider experience and improve operational efficiency. Throughout the COVID-19 pandemic, all services and programs continued to be offered to ensure that riders still had access to mobility options for essential travel, but ridership fell significantly. The effects of the pandemic have proved to be long lasting with ridership on Marin Access programs at only about half of pre-pandemic levels. This is likely due to continued health concerns by riders and the slow return of adult day programs and events or classes at locations with programming for older adults and people with disabilities.

In addition, operational challenges have emerged and escalated that are destabilizing the ability to deliver ADA paratransit service and could impact the District’s ability to continue to offer programs that go beyond what is required by the ADA. The industry-wide shortage of drivers has greatly impacted Marin Access programs and services resulting in diminished on-time performance and reliability of the services for riders. Below is a summary of the status of Marin Access programs, including challenges and ridership.

*Table 1 Marin Access Programs Performance Summary*

Program	What Works Well	Challenges	Avg. Monthly Ridership	
			FY19	FY23
Mandated ADA-Paratransit	<ul style="list-style-type: none"> <li>• Scheduling and dispatch in Trapeze</li> <li>• Accessible vehicles</li> <li>• Variety of payment options</li> </ul>	<ul style="list-style-type: none"> <li>• Driver shortages</li> <li>• Service area restrictions for mandated service</li> <li>• Advance booking required</li> <li>• Stricter limitations on eligibility</li> </ul>	9,900	4,400
Volunteer Driver	<ul style="list-style-type: none"> <li>• Rider is empowered to use a driver of their choice</li> <li>• Compensation for volunteers</li> </ul>	<ul style="list-style-type: none"> <li>• Volunteer shortages</li> <li>• Riders without local support network may find it challenging to find a volunteer</li> </ul>	1,100	800
Catch-a-Ride	<ul style="list-style-type: none"> <li>• Shared supply + additional service providers</li> <li>• Same day booking option</li> <li>• Variety of payment options</li> </ul>	<ul style="list-style-type: none"> <li>• Service area restrictions</li> <li>• Limited trip support after call center hours</li> <li>• No oversight of actual trip performance</li> <li>• Unreliable + limited service in accessible vehicles</li> <li>• Separate call center</li> </ul>	1,200	315



Dial-a-Ride	<ul style="list-style-type: none"> <li>• Scheduling and dispatch in Trapeze</li> <li>• Accessible vehicles</li> <li>• Same day booking option</li> <li>• Variety of payment options</li> </ul>	<ul style="list-style-type: none"> <li>• Driver shortages</li> <li>• Service area restrictions</li> <li>• Limited service availability for ADA riders due to general public trips</li> <li>• Fare collection and policy challenges</li> <li>• Limited hours of operation</li> </ul>	415	120
Connect	<ul style="list-style-type: none"> <li>• Ability to book same day</li> <li>• Ability to get trip status updates (Uber App + via Text)</li> <li>• Accessible vehicles</li> <li>• Ability to pay cash onboard</li> </ul>	<ul style="list-style-type: none"> <li>• Driver shortages</li> <li>• Service area restrictions</li> <li>• Pre-scheduled rides are not guaranteed</li> <li>• Limited supply due to general public trips</li> <li>• Inability to use fare assistance</li> <li>• Uber Software As A Service contract will no longer be offered after July 1, 2023</li> <li>• Contract with MV Transportation for Catch-A-Ride ends on June 30, 2023</li> </ul>	1,000	315

At this time, staff are reviewing Marin Access programs and services to determine the best path forward to meet the program and service delivery goals of the Marin Access suite of programs while stabilizing ADA paratransit service.

**Next Steps**

Staff will continue to monitor Marin Access programs and services and seek feedback from riders and community partners. Staff anticipate bringing a slate of recommendations to your Board in May that will stabilize ADA paratransit service and explore options for program adjustments that retain aspects of Marin Access programs that work well and are desirable for riders.

**Fiscal/Staffing Impact**

There are no fiscal or staffing impacts associated with this item.

Respectfully Submitted,

Joanna Huitt  
Senior Mobility Planner

**Attachment A:** Marin Access Update



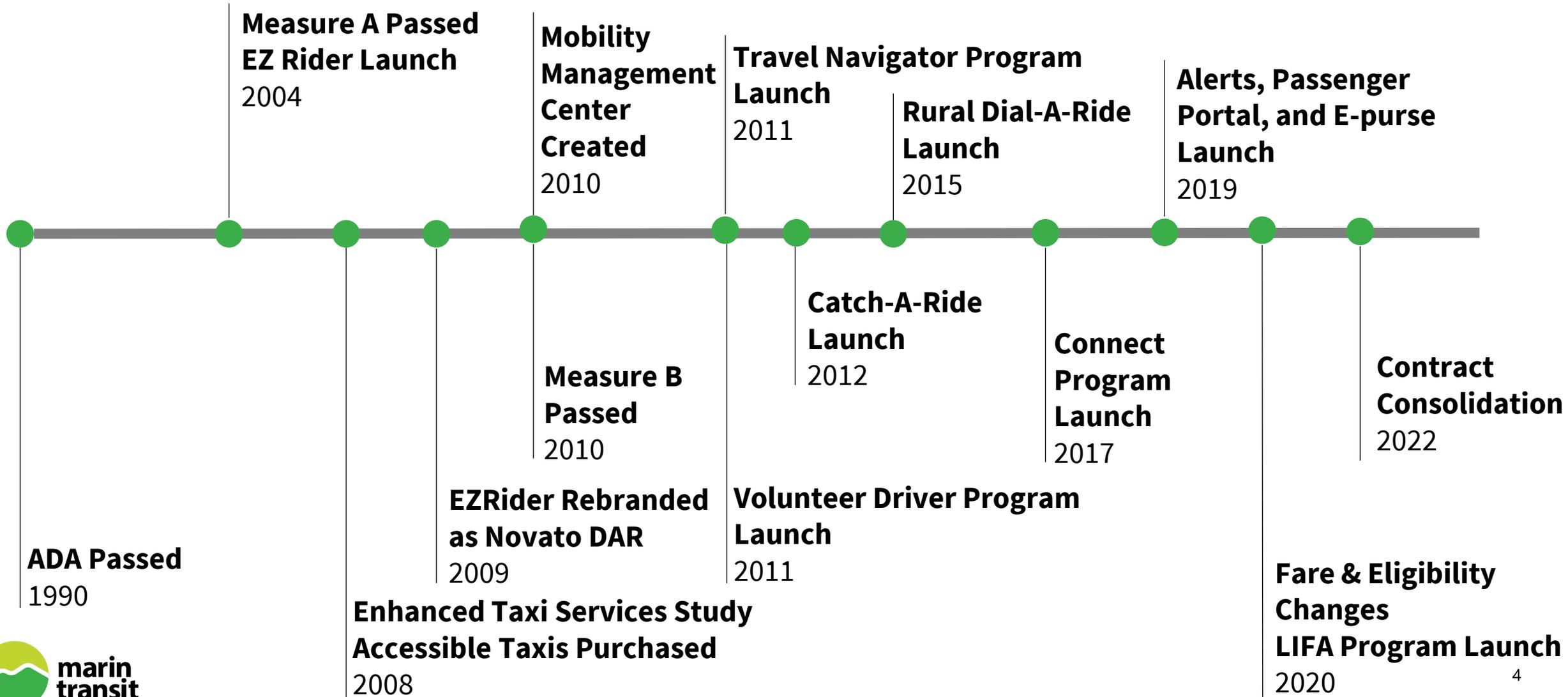
# Marin Access Update

# Agenda

- 01** Marin Access Program Review
- 02** Current Conditions
- 03** Key Challenges

# Marin Access Program Review

# Evolution of Marin Access Programs



# Marin Access Programs



## Paratransit

Door-to-door, shared ride service for ADA-eligible riders



## Travel Navigators

One-stop resource for program information & eligibility



## Volunteer Driver

Mileage reimbursement for seniors & people with disabilities



## Travel Training

Group presentations on public transit & other mobility options



## Catch-A-Ride

Discounted taxi rides for seniors & people with disabilities



## Fare Assistance

Fare assistance for those that qualify via Medi-Cal or income



## Marin Transit CONNECT

On-demand, general public shuttle service

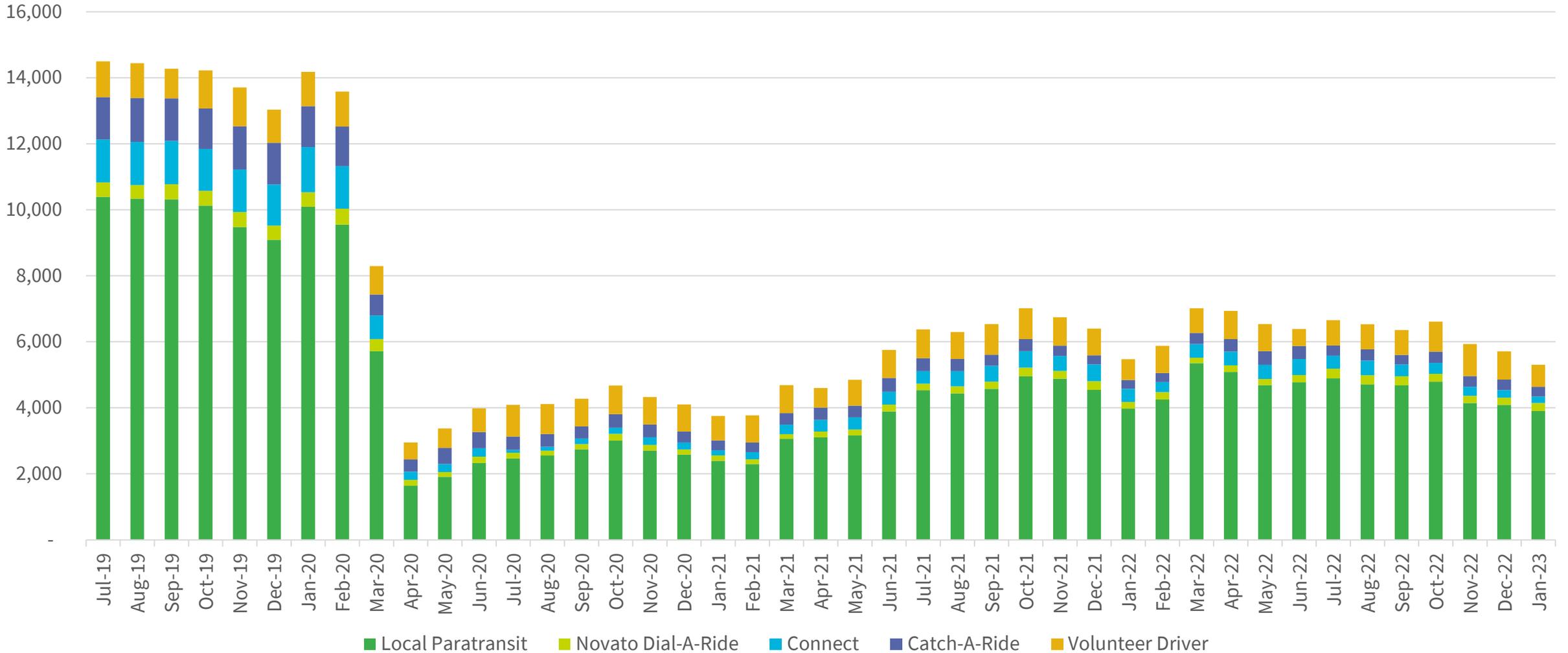


## Dial-A-Ride

Pre-scheduled, general public shuttle service

# Current Conditions

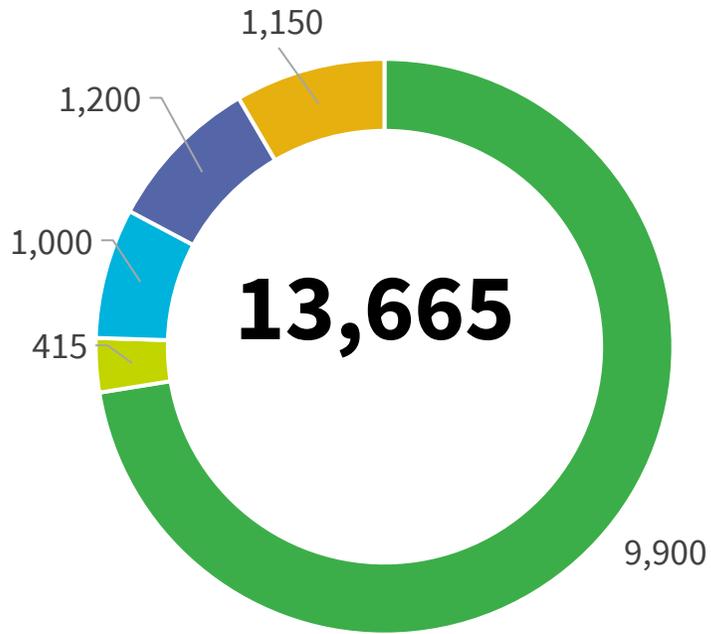
# Marin Access Monthly Ridership Trends



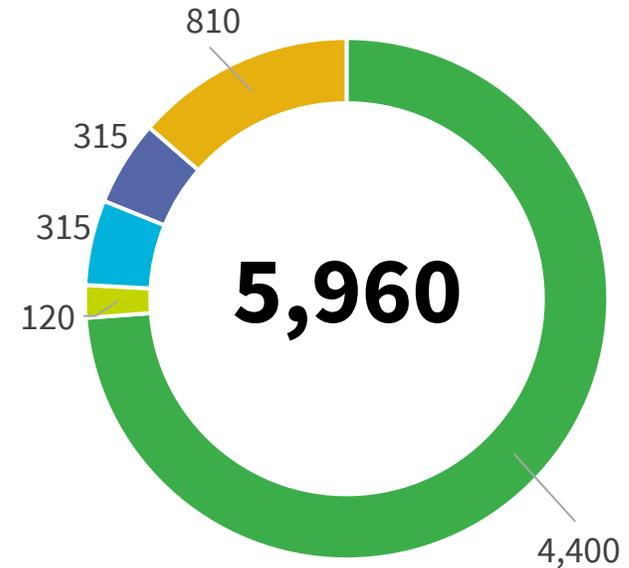
**Ridership has not recovered since the pandemic.**

# Marin Access Monthly Ridership Trends

Average Monthly Trips FY19



Average Monthly Trips FY23



- Local Paratransit
- Novato Dial-A-Ride
- Connect
- Catch-A-Ride
- Volunteer Driver

- Local Paratransit
- Novato Dial-A-Ride
- Connect
- Catch-A-Ride
- Volunteer Driver



# Marin Access Service Costs

	FY18/19 (Pre-COVID)		FY21/22		% Change
	Operating Cost	Cost / Trip	Operating Cost	Cost / Trip	Cost / Trip
<b>Local Paratransit</b>	\$ 4,667,845	\$ 38.93	\$4,836,497	\$84.00	116%
<b>Connect</b>	\$ 633,914	\$ 52.27	\$623,023	\$113.31	117%
<b>Novato Dial-A-Ride</b>	\$ 180,914	\$ 36.09	\$183,746	\$68.61	90%
<b>Rural Dial-A-Ride</b>	\$ 21,994	\$ 33.37	\$27,250	\$41.73	25%
<b>Volunteer Driver</b>	\$ 138,433	\$ 9.80	\$ 133,794	\$13.92	42%
<b>Catch-A-Ride</b>	\$ 353,078	\$ 24.57	\$251,529	\$57.32	133%
<b>Total</b>	\$5,996,178		\$6,055,839		

**Costs are not leveling off due to reduced demand.**

# Key Challenges

# Key Challenges

- Driver / Labor Shortages
- Traffic Congestion
- Balancing Discretionary Program Offerings with ADA Required Services
- Financial Forecasting and Cost Controls
  - Address Rising Costs
  - Limit Subsidy on Non-Mandated Programs
  - Allow for Future Growth in Demand



# ACTIONS

1

## STAFFING

- Increased wages in February 2023
- Refresh of all recruitment materials
- Input from staff for retention
- Out of the box thinking for recruitment

2

## TRAFFIC

- Reviewing and refreshing settings in scheduling & routing software to account for increased traffic
- Examining scheduling parameters to determine if adjustments are needed

3

## FOCUS ON ADA OBLIGATION

- Prioritizing mandated ADA paratransit service & adjusting supply for non-mandated services
- Focused attention on meeting paratransit operational needs



## Next Steps

- Continue to work with Contractor to implement Operational Changes
- Request feedback from our riders and community partners
- Finalize assessment of current programs + recommendations for programmatic changes



# Thank you

## CONTACT

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