



Marin County Transit District Board of Directors

Monday, May 1, 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

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How to provide comment on agenda items:

- Prior to the meeting: Please email 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 30, 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: February 2023](#)

- 5. Consent Calendar**

- a. [Minutes for April 3, 2023 Board Meeting](#)
- b. [Authorize General Manager to Negotiate and Execute On-Call Planning Services Contract with Kimley-Horn and Associates, Inc.](#)
- c. [Muir Woods Shuttle 2024 Pilot Project](#)
- d. [Measure AA Yellow Bus Funding – Carryforward Allocation](#)

Recommended Action: Approve.

- 6. [Marin County Transit District Draft Operating and Capital Budget for FY 2023/24](#)**

Recommended Action: Review draft FY 2023/24 budget and provide comments.

- 7. [Marin Transit Connect Pilot Program Evaluation](#)**

Recommended Action: Accept report.

- 8. [Marin Access Recommendation](#)**

Recommended Action:

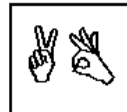
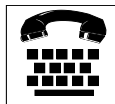
- a. Approve 12-month pilot program to enhance Catch-A-Ride;
- b. Cancel Novato Dial-A-Ride and Connect programs;
- c. Make administrative changes to Marin Access programs and services to improve program legibility and rider experience (Rural Dial-A-Ride, Volunteer Driver, Low-Income Fare Assistance);
- d. Authorize General Manager to negotiate a 12-month agreement with Uber for a not to exceed amount of \$180,000; and

- e. Authorize General Manager to negotiate a 12-month agreement with North Bay Taxi for a not to exceed amount of \$235,000.

9. **Marin County Transit District Zero Emission Bus Rollout Plan**

Recommended Action: Adopt resolution 2023-04 which approves the Marin County Transit District Zero Emission Bus Rollout Plan and authorizes the General Manager to submit the plan to the California Air Resources Board in accordance with the Innovative Clean Transit Regulations.

Adjourn



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

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711 Grand Ave, #110
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Alternate
Town of Corte Madera

May 1, 2023

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

Subject: General Manager Report – Monthly Report: February 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 February 28, 2023. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall, Marin Transit systemwide ridership was moderate in February 2023. Total ridership was 9% higher than the previous year (February 2022) and 19% lower than pre-COVID (February 2020). This is similar to ridership last month (January 2023), which was 12% higher than the previous year and 21% lower than pre-COVID. February's low ridership relative to the District's recent trajectory was likely due to the atmospheric river that came through Marin County in both January and February, 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 February 2023 was at 82% of pre-COVID levels (February 2020), whereas ridership on Marin Access services has been falling, and was only 41% of pre-COVID levels. Marin Access ridership started to decline in September of this fiscal year, dropping below FY22 levels. The trend continues this month, as Marin Access ridership was 5% lower than last year (February 2022). Yellow bus ridership remains strong; ridership was 15% higher than the previous year (February 2022) and only 6% lower than pre-COVID (February 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:		February 2023									
Category	Program							Total			
	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide				
Commendation	1	0	0	0	0	0	0	1			
Service Delivery Complaint	14	10	5	0	9	0	2	40			
Accessibility	0	1	1	0	0	0	0	2			
Driver Conduct Complaint	7	3	1	0	3	0	0	14			
Driving Complaint	2	0	2	0	1	0	1	6			
Early Trip	0	0	0	0	0	0	0	0			
Equipment Issue	0	0	0	0	0	0	0	0			
Farebox	0	0	0	0	0	0	0	0			
Late Trip	2	0	0	0	2	0	1	5			
Missed Connection	0	0	0	0	0	0	0	0			
Missed Trip	0	1	0	0	2	0	0	3			
No-Show	2	4	0	0	1	0	0	7			
Off-Route	0	0	0	0	0	0	0	0			
Pass-Up Complaint	1	1	1	0	0	0	0	3			
Service Structure Complaint	1	1	0	0	0	0	6	8			
Bus Stop Improvement Request	0	0	0	0	0	0	5	5			
Fares	0	0	0	0	0	0	0	0			
Other Complaint	1	0	0	0	0	0	0	1			
Scheduling Complaint	0	0	0	0	0	0	0	0			
Service Improvement Suggestion	0	1	0	0	0	0	1	2			
Safety Complaint	0	0	0	0	0	0	0	0			
Total Service Hours	9,025	3,067	1,422	240	2,024	-	15,884	15,884			
Commendations per 1,000 Hours	0.1	0.0	0.0	0.0	0.0	-	0.0	0.1			
Complaints per 1,000 Hours	1.7	3.6	3.5	0.0	4.4	-	0.5	3.0			
Total Passengers	159,003	22,368	10,017	6,950	4,406	1210	213,044	213,044			
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	0.1	0.5	0.5	0.0	2.0	0.0	0.0	0.2			

Attachment A

Monthly Monitoring Report

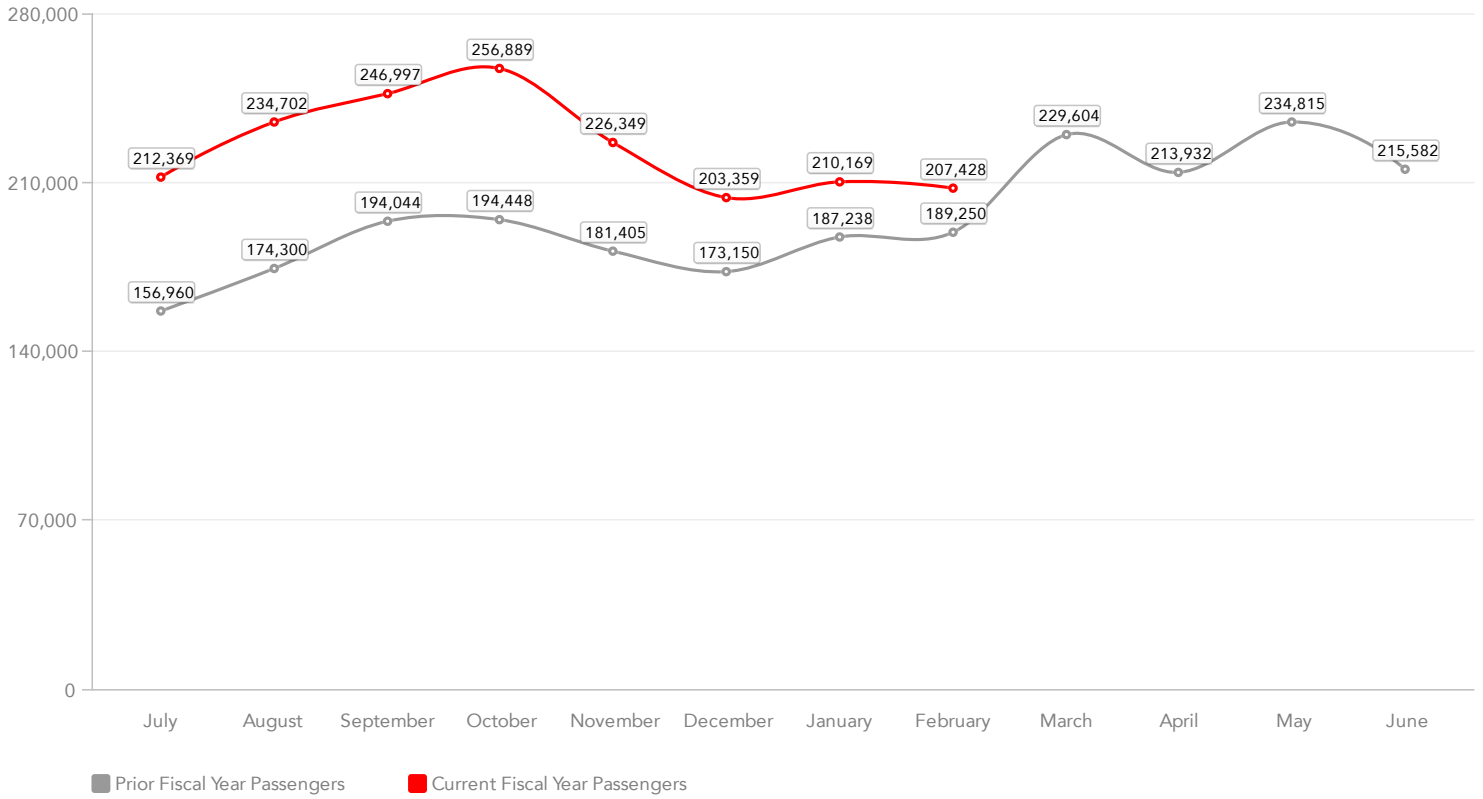
04/21/2023

FISCAL YEAR MONTH

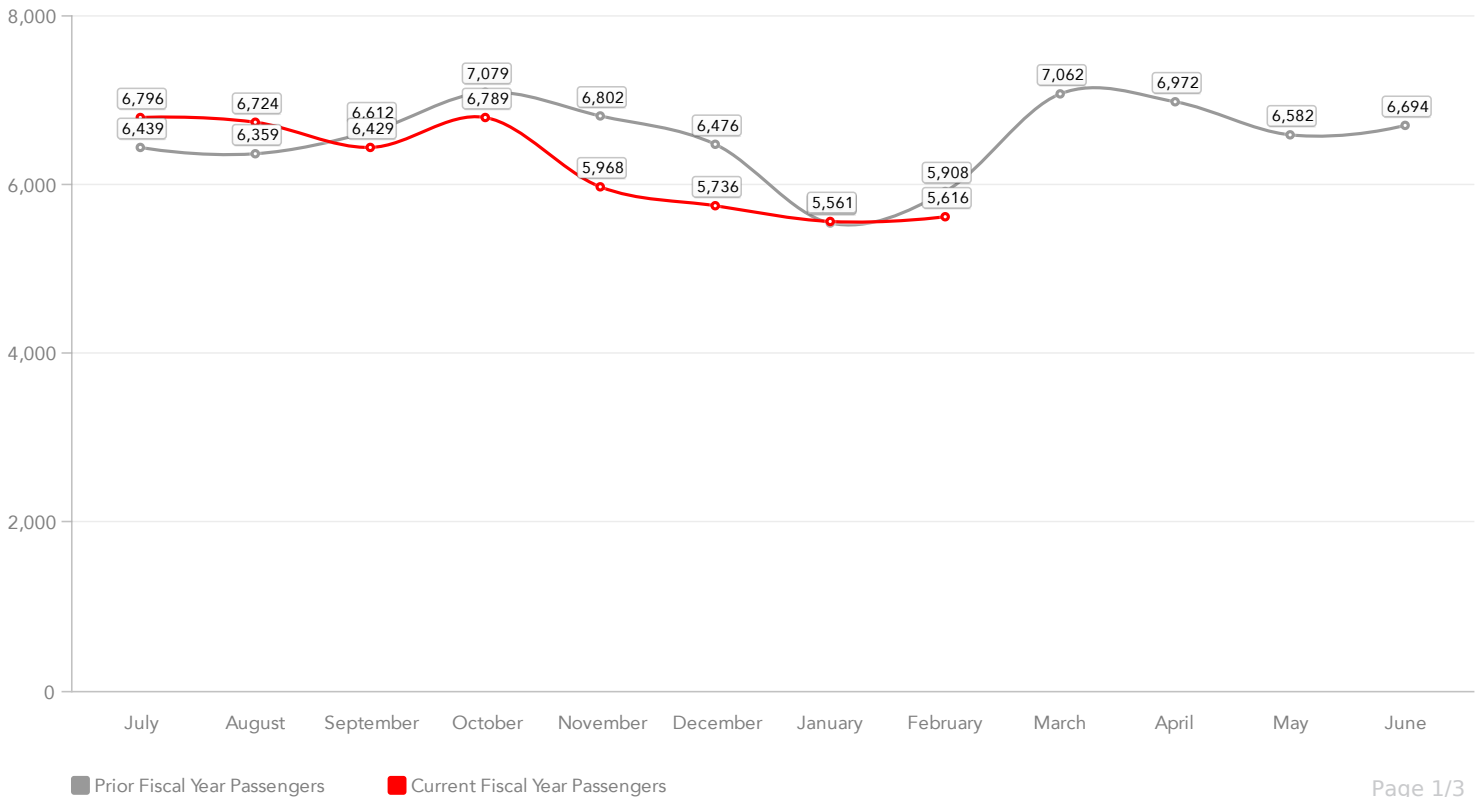
2023 All

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

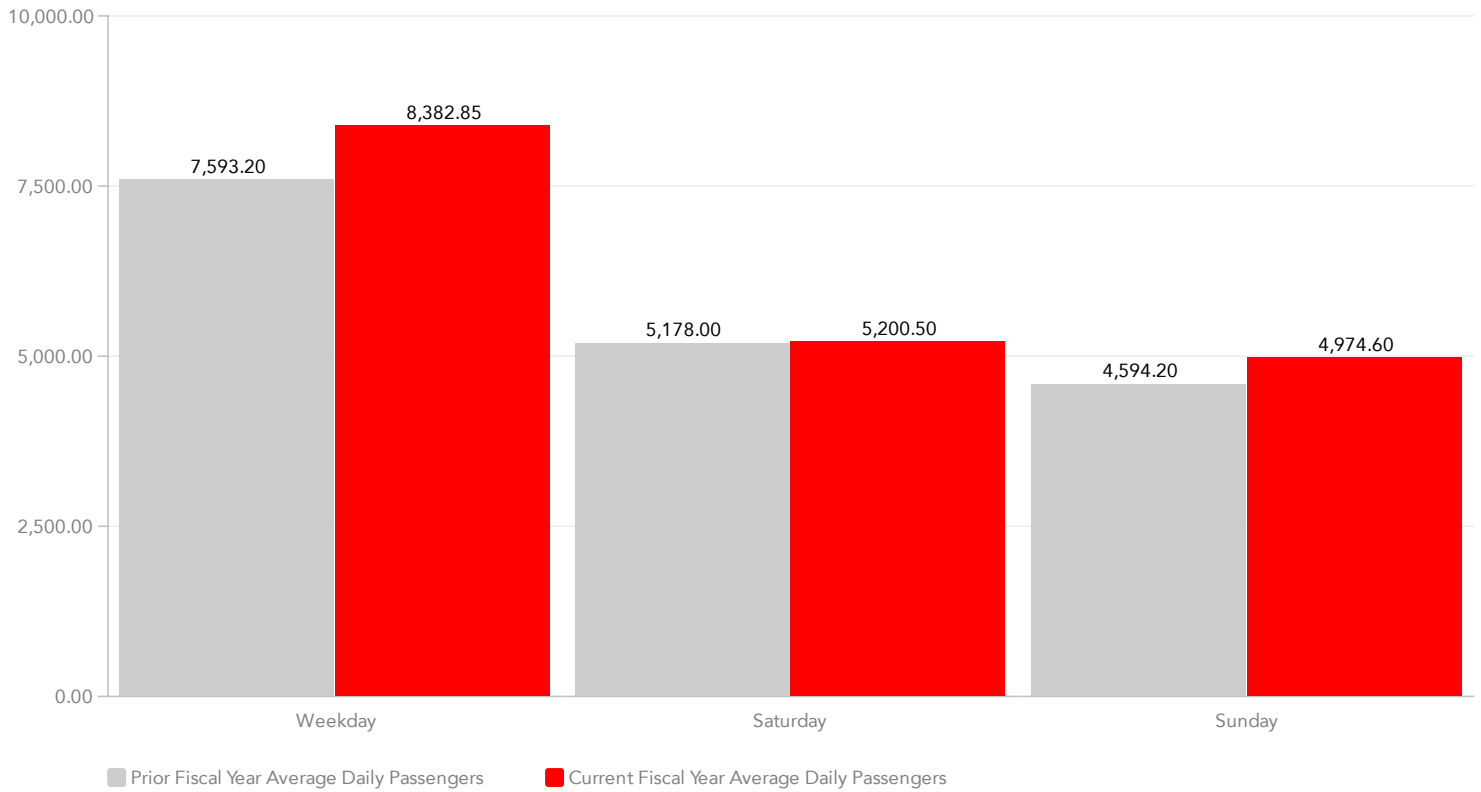


Monthly Comparison

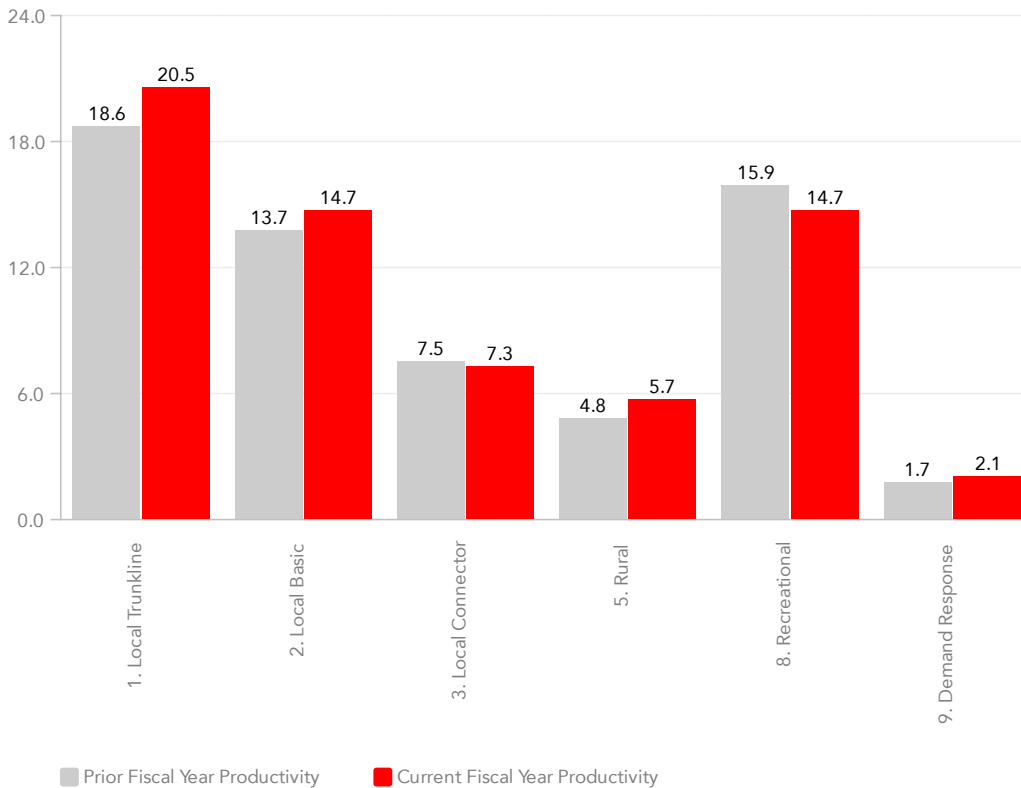
MONTH

Feb

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, April 3, 2023 at 10:00 A.M.

Roll Call

Present: President Rice, Vice President Colbert, Director Moulton-Peters, Director Sackett, Director Bushey

Absent: Second Vice President Lucan, Director Rodoni

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

Board President Rice opened the meeting at 10:01 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. President Rice noted Second Vice President Lucan and Director Rodoni's absences.

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

Administrative Assistant & Board Secretary Kate Burt reported that the Board received comments on agenda items 2, 5-f, 6, and 7 from members of the public via email and 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. Seeing none she called for Board of Director's Matters.

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: January 2023](#)
 - i. [Item 4b – Staff Report](#)

General Manager Nancy Whelan announced staff will be testing a new electric vehicle in the following weeks. She invited the Board and other attendees to view and potentially ride the vehicle after the meeting.

Ms. Whelan explained Marin Access' driver recruitment and retention efforts.

Ms. Whelan reported that the District's January 2023 overall ridership was 79 percent of what it was in January 2020. She contrasted the ridership figure to other Bay Area transit operators' January 2020 and January 2023 ridership. She compared the total number of January 2023 riders across 18 Bay Area transit operators.

In January 2023, ridership on fixed route services was 81 percent of January 2020's ridership. Marin Access' January 2023 ridership was at 39 percent of its January 2020 ridership, one percent above January 2022, and three percent below December 2022.

Director Sackett asked if Ms. Whelan attributes the dip in demand-response ridership to the driver shortage.

Ms. Whelan said there are several factors. First, demand-response riders may be more vulnerable to COVID-19 and are therefore less willing to be in public. Second, many programs and activities that demand-response riders used to need rides to are now cancelled or virtual due to COVID-19. Third, the driver shortage has made both demand-response and fixed route service less reliable. Staff are working to address service reliability.

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](#)

President Rice confirmed the Board received public comment on agenda item 5-f.

President Rice called for public comment.

Kevin Carroll stated that he was misquoted on the third page of the March 6, 2023 Board meeting minutes. He clarified that on March 6, he asked if it made

more sense for Sonoma to provide service within Sonoma County (not Marin County, as was written in the March 6 minutes) and shuttles to the Sonoma-Marin Area Rail Transit (SMART) Train, to avoid duplicating services between Golden Gate Transit and the SMART Train.

President Rice said that the Board will vote to approve the March 6 minutes with Kevin Carroll's comment noted. President Rice thanked General Manager Nancy Whelan and staff for their work on the Ross Valley Area School Transportation Services contract, and for working with Bauer's Intelligent Transportation, Inc. President Rice asked that staff make sure the riders and their families are aware of any anticipated changes, given the contract's approval.

Recommended Action: Approve.

M/s: Director Moulton-Peters – Vice President Colbert

Ayes: President Rice, Vice President Colbert, Director Moulton-Peters, Director Sackett, Director Bushey

Noes: None

Absent: Second Vice President Lucan, Director Rodoni

Abstain: None

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

[Staff Report](#)

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

Mr. Betts provided an overview of the implications and timeline of the proposed service changes. He reviewed the proposed changes for each route and explained how the current proposal is different from the proposal presented to the Board in February 2023. He highlighted the impacts of Route 22, 49, and 219's proposed service changes, based on ridership data and alternative routes.

Mr. Betts explained the purpose of staff's Title VI equity analysis and reported that staff found the proposed service changes to have no Disparate Impact on minority populations or a Disproportionate Burden on low-income populations under Title VI.

Director Moulton-Peters thanked Mr. Betts for his analysis of Route 219. She said the proposed service changes seem to make sense, based on Mr. Betts' presentation. She acknowledged the difficulty of the decision-making.

Director Sackett expressed gratitude for Mr. Betts' analysis of Route 49. She asked if the Las Gallinas and Northgate Drive bus stop will still be served by Route 245 once Route 49 stops serving it.

Mr. Betts noted there are two bus stops at Las Gallinas Avenue and Northgate Drive and requested clarification.

Director Sackett clarified she was referring to the bus stop that is used less.

Mr. Betts explained which bus stops are in that area. He said that only the bus stop at Northgate Drive will continue to be served by Route 245.

Director Sackett asked if any of the bus stops losing one route's service will eventually not be used at all, and she wondered what the future of those bus stops would look like.

Mr. Betts specified that service will be retained at all three bus stops he mentioned.

Director Sackett said she appreciated staff's engagement with questions from the public regarding the bus stop at Las Gallinas Avenue and Nova Albion Way. She asked if the reported average of 0.5 boardings per trip at that bus stop is an average across an entire day, and she wondered if there are any times of the day that are busier than others, as staff could be missing a population of riders.

Mr. Betts said the popularity of the bus stop is likely consistent throughout the day. The bus stop is visited frequently by Terra Linda High School students, who are generally traveling southbound and will have multiple alternative options for southbound routes. Northbound riders will be served by Route 257 if the proposed service changes are approved.

Director Sackett asked if Route 257 will stop on Manuel T Freitas Parkway.

Mr. Betts reported that Route 257 will stop on Manuel T Freitas Parkway, in addition to Las Gallinas Avenue and Nova Albion Way, so riders will have multiple nearby options.

Director Sackett thanked Mr. Betts for the detailed information.

President Rice asked how staff compare ridership data at various bus stops and bus routes to their respective target data.

Mr. Betts explained staff meet regularly for Service Monitoring Meetings. At those meetings, staff review data on productivity, passengers per hour, and subsidies per passenger. If a route is not meeting its target, staff investigate more detailed data, such as trip-level ridership, to see if they need to adjust service frequency throughout the day. Staff also look at directionality and bus stop-level data. Staff investigate where riders are getting on and off vehicles. Then, staff use that data to support service change requests that they bring to the Board.

President Rice said she appreciates the process, and the way information is presented to the Board in reports and slideshows. President Rice acknowledged the public comment the Board received on agenda item 6.

President Rice called for public comment.

Justin Brady stated that on April 2, 2023, he had difficulty with a bike rack on a bus. He said that he could not fit his bike in the compartment under the bus, although other members of the public tried to help him. As a result, he had to call an Uber and his bike was scratched.

Mr. Betts clarified that all Marin Transit bike racks are on the front of the buses. Mr. Betts said he will pass along the information to Golden Gate Transit, whose bike racks are sometimes underneath their buses.

President Rice asked if staff track bike rack usage to ensure they have capacity to meet the demand.

Mr. Betts confirmed that bus drivers press a button when a bike is added to a bike rack, so that staff can track usage. While staff cannot tell exactly what bus stop a bike is added at, staff are able to tell how many bikes were carried in a single trip.

President Rice asked if the buses are currently able to meet the demand for bike rack usage.

Mr. Betts confirmed the current demand is being met.

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

M/s: Director Moulton-Peters – Director Sackett

Ayes: President Rice, Vice President Colbert, Director Moulton-Peters, Director Sackett, Director Bushey

Noes: None

Absent: Second Vice President Lucan, Director Rodoni

Abstain: None

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

[Staff Report](#)

Director of Operations & Service Development Robert Betts explained the context of the fifth amendment to the District's contract with Marin Airporter. He reported that the amendment will extend the term by two years, to June 30, 2025. Mr. Betts reviewed the impacts of the amendment.

Mr. Betts broke down the increase in the estimated annual service level that the amendment would bring. He provided an overview of the contract rates. He compared Marin Airporter's effective cost per revenue hour with three other contractors.

Director Casissa asked Mr. Betts to explain the increase in the total cost of the contract.

Mr. Betts explained that the increase in cost is due to the increase in service level and driver wages. At the start of the contract five years ago, drivers were paid a starting wage of about \$17.00 per hour. The amendment would bring the starting wage to about \$28.00 per hour. All the District's contractors have seen a similar growth in salaries and benefits.

General Manager Nancy Whelan added that there has been an industry-wide increase in costs, especially when agencies use contractors for their services. The added year one increase in the amendment would be a 13 percent increase in cost. The Board recently approved a 15 to 18 percent increase in the cost of the District's contract with Golden Gate Transit. That is representative of an industry-wide change, which is primarily related to labor costs.

Director Bushey asked if the 13 percent increase in cost would involve an additional \$14 million each year.

Ms. Whelan clarified that \$14 million is the total annual cost of each added year.

Director Bushey asked what the source of revenue would be for the increase in cost.

Mr. Whelan said that there would not be a new source of funding for the increase in cost. Most of the District's sales tax-based revenues, such as Measure AA, the Transit Development Act (TDA), and State Transit Assistance (STA), have been strong and represent a large component of the District's revenue. Fares have also remained a stable source of revenue.

Director Bushey asked if there is surplus revenue to absorb the additional costs.

Mr. Betts noted that there would be 20 percent more service added to the Marin Airporter contract in year one. While the costs are increasing, there will be more service.

Ms. Whelan clarified that the 20 percent increase in service will be service that has been transferred from MV Transportation. The District will be terminating their contract with MV Transportation.

Director Bushey asked if Marin Airporter would be replacing MV Transportation in the operation of the transferred service.

Ms. Whelan confirmed that Marin Airporter would be replacing MV Transportation. She added that there will also be an increase in the hourly rate.

Director Moulton-Peters asked staff to confirm that Marin Airporter would be replacing MV Transportation.

Ms. Whelan confirmed Director Moulton-Peters' statement.

Vice President Colbert asked what the Directors should expect, given that costs will be increasing in the near future.

Ms. Whelan referred to the mini Short Range Transit Plan (SRTP), which was a five year projection. The mini SRTP projected financial stability. The contract costs are higher than what was projected, so staff will be making a new SRTP in the next year. The new SRTP will be more comprehensive than the mini SRTP and will be reported on at a future Board meeting. The new SRTP will project future service based on anticipated financial trends. The upcoming budget will include the cost of the fifth amendment with Marin Airporter. The District has established rates with their other contractors as well.

President Rice said that the Transportation Authority of Marin (TAM) has been projecting Measure AA sales tax amounts, which directly informs the District's budget.

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

M/s: Director Sackett – Vice President Colbert

Ayes: President Rice, Vice President Colbert, Director Moulton-Peters, Director Sackett, Director Bushey

Noes: None

Absent: Second Vice President Lucan, Director Rodoni

Abstain: None

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

[Staff Report](#)

Director of Planning Cathleen Sullivan introduced agenda item 8 as pertaining to three of the District's policies, the Public Hearing Policy, the Major Service Change Policy, and the Policy for Establishing Disparate Impact or Disproportionate Burden.

Ms. Sullivan reported that staff are currently updating the District's Title VI program, which will be brought to the Board in June 2023. As a recipient of funding from the Federal Transit Administration (FTA), the District is required to comply with Title VI, which requires staff to conduct service and fare equity analyses prior to implementing major service changes or permanent, non-promotional fare changes. Ms. Sullivan explained what the analyses investigate.

Ms. Sullivan outlined the policies that are required by Title VI.

Ms. Sullivan reported that staff conducted a service equity analysis for June 2023's service changes and held a public hearing.

Ms. Sullivan explained the purpose, details, and impacts of the policy changes.

President Rice expressed appreciation for the way staff prepared and analyzed the proposed policy changes. She complimented the focus on those who are low-income and minorities, who may be transit dependent.

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).

M/s: Vice President Colbert – Director Bushey

Ayes: President Rice, Vice President Colbert, Director Moulton-Peters, Director Sackett, Director Bushey

Noes: None

Absent: Second Vice President Lucan, Director Rodoni

Abstain: None

9. [Marin Access Update](#)

[Staff Report](#)

Senior Mobility Planner Joanna Huitt reviewed the evolution and functions of Marin Access' programs.

Ms. Huitt reported on ridership data for Marin Access' programs between July 2019 and January 2023.

Ms. Huitt compared service costs of Fiscal Year 2018/2019 and Fiscal Year 2021/2022 for each program within Marin Access.

Director of Operations & Service Development Robert Betts outlined the key challenges that Marin Access' programs are facing, which were similar to the key challenges that fixed route service is facing. He listed the actions and next steps by staff to address the challenges.

Director Casissa asked if staff think Marin Access' ridership may ever increase to pre-COVID 19 levels. He asked what the contributing factors may be.

Mr. Betts said staff hope ridership increases to pre-COVID 19 levels. That is why staff are investing in many resources, such as Travel Navigators. Mr. Betts explained the purpose of the Travel Navigator program, which costs the District a fixed fee. Overall, costs and demand are increasing. Mr. Betts said that staff prefer the discretionary programs to have a low subsidy per rider, so that the programs are cost-effective and meet the needs of riders, but the subsidy has

recently been increasing. Staff are currently investigating what is contributing to the high subsidies and are trying to find a way to lower them.

Director Moulton-Peters asked what staff have done and will do to address the needs of seniors. She asked if staff are working with Health and Human Services (HHS) or the Commission on Aging (COA) to assess how their services can cater to seniors.

Mr. Betts said that when staff have talked with HHS, they have realized that serving seniors goes beyond transportation; it involves social elements and additional assistance in the rider experience. Mr. Betts acknowledged that paratransit does not meet the needs of all riders. Marin Access' discretionary programs try to fill the gaps of paratransit in many ways. Moving forward, staff will investigate who programs cater to primarily and what skills are needed to access the programs, to determine who is not being served. Often, those most in need are in West Marin and have medical appointments outside of Marin County. Those populations often require high-subsidy programs.

Director Moulton-Peters suggested that staff have further discussions with agencies that serve aging populations, to see if they have any input. She requested that future decisions be informed by those discussions.

Vice President Colbert asked if Marin Access' programs reduce the number of cars on the road. He wondered how the programs relate to climate change. He noted that Marin County contains an aging population who should be able to live vibrant lives and be able to travel around the county without needing a personal vehicle.

Mr. Betts responded that Marin Access' primary goal is not to remove vehicles from the road, though it is a shared ride service. It does not achieve the same environmental metrics as fixed route services. It has been challenging to obtain electric vehicles that are affordable and reliable, although they are considering the new vehicle mentioned in the General Manager's Report as an option.

Vice President Colbert acknowledged there may not be a solution to the environmental issue, and he expressed appreciation for Mr. Betts' answer.

Director Sackett asked about travel training frequency, travel training demand since COVID-19. She explained how there is a new population in need of travel training, compared to who needed it before the COVID-19 pandemic.

Ms. Huitt reported that historically there has been low demand for travel training. In 2020, when a new fare assistance program was introduced, eligible riders could obtain a bus pass to use fixed route services, which staff thought would

increase travel training demand. However, the pandemic reduced that impact. As staff are increasing outreach efforts, they are increasing travel training efforts.

Director Sackett said in the last month she spoken to local Homeowners Associations (HOAs), which involve many older adults. Director Sackett noted that Operations Manager Kyle French attended an HOA meeting. She proposed that older adults may not be aware of Marin Access' services but could potentially utilize them. She suggested that Travel Navigators attend HOA meetings.

Ms. Huitt said staff will follow up with Director Sackett regarding that suggestion.

Director Sackett added that there is a community transit demand around the Kaiser Permanente facility on Los Gatos Drive in San Rafael. She suggested that staff talk with Kaiser Permanente staff who work with older adults and let them know that Marin Access programs are options for their patients.

Ms. Huitt responded that Kaiser Permanente staff attend the Marin Mobility Consortium, and she will follow up with them.

President Rice stated that Marin Access' services have specific purposes. She suggested that as staff run focus groups, staff should determine if they are serving populations that they intend to serve. She asked what the difference between Connect and Dial-A-Ride is. She asked if staff will continue to budget a consistent amount for Marin Access programs, or if they will reduce the budget to lessen the subsidy per trip. She wondered about the current Marin Access rider demographic, and if they could be clients for fixed route services. She emphasized the importance of Marin Access and innovative services. She said that staff should look at where they can maximize their funds and ensure they are serving populations they intend to serve. She reiterated Director Moulton-Peters' request to see how agencies that work with older adults can help.

President Rice called for public comment.

Kevin Carroll expressed concern over Catch-A-Ride's cost increasing between Fiscal Year 2018/2019 and Fiscal Year 2021/2022. He suggested that taxicab companies' rates have not increased that same amount. Mr. Carroll proposed that Catch-A-Ride may be running longer trips. He stated that he thinks local paratransit and Connect are generally group rides, whereas Dial-A-Ride, Volunteer Driver, and Catch-A-Ride trips are generally individual trips, so they may be a more accurate representation of cost-per-mile, not cost-per-trip. Mr. Carroll explained his concerns regarding Transportation Network Company (TNC) services, including accessibility concerns, and described how various aspects of TNC business, such as shift times, affect taxicab drivers.

Linda Jackson from the Aging Action Initiative (AAI) said she is intrigued by the discussion of meeting the needs of older adults. She identified herself as over 65 years old, and she stated that if she was not involved in her line of work, she would not know about the beneficial programs that are available. She compared past and present methods of distributing information about services. She said staff need to investigate how to spread the information. Ms. Jackson explained that Marin Access recently switched service providers, from a trusted provider to an unknown provider. She stated that staff should investigate how the transition was managed and how they can best make the new provider and services work. She encouraged staff to work with the COA and the community. She noted that the Transportation Authority of Marin (TAM) has representatives from all the jurisdictions in Marin County, as well as all five supervisorial districts. Ms. Jackson suggested that staff work with a consultant with expertise in the mobility needs of older adults, as if one is not an older adult, or if one does not have geriatric training, one may not understand older adults' evolving communication and mobility needs. Ms. Jackson added that there are constantly new individuals needing travel training. For example, senior centers regularly serve new groups of seniors. Ms. Jackson said AAI is ready to collaborate with staff.

General Manager Nancy Whelan clarified that staff have an ongoing relationship with the COA, partially through their participation in the Marin Mobility Consortium and the Paratransit Coordinating Council.

Mr. Betts noted that Ms. Huitt attends the Housing and Transportation Subcommittee meeting, where there is a standing item for discussing updates related to the District and receiving feedback. Mr. Betts said many of the increases in cost per trip are a combination of fixed fees remaining unchanged and demand dropping. When demand drops, staff cannot spread out fixed costs across many trips. Therefore, per-mile cost is not doubling, but demand is decreasing. The District provides a dedicated call center to coordinate reservations with TNCs and taxicabs, a service that is generally not provided by other TNC and taxicab services. Staff are making efforts to streamline costs based on lower demand and are restructuring to reduce the subsidy.

President Rice requested that staff engage more with the COA, because it involves many individuals from around Marin County. She suggested it would be good to have a representative there. Many members of the COA are ambassadors of their communities, so they can share information with their communities and know how to communicate with their communities.

Ms. Huitt noted staff are planning to fully participate with the COA in May.

Recommended Action: Discussion item.

Adjourn President Rice adjourned the meeting at 11:33 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera

May 1, 2023

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

Subject: Authorize General Manager to negotiate and execute On-Call Planning Services Contract with Kimley-Horn and Associates, Inc.

Dear Board Members:

Recommendation

Authorize General Manager to negotiate and execute agreement #1184 with Kimley-Horn and Associates, Inc. for On-Call Planning Services to support the District's planning and policy efforts for an amount not to exceed \$900,000.

Summary

Staff recommends that your Board approve a contract with Kimley-Horn and Associates, Inc. (Kimley Horn) to augment and complement the District's internal staff resources. The contractor will provide a broad range of professional services to support ongoing planning efforts, policy development, project development, and service development.

The professional services requested include:

1. Fare Collection and Policy
2. Corridor and Area Planning
3. Financial Analysis and Planning
4. Service Planning
5. Federal Compliance
6. Bus Stop Access and Improvement
7. Public Outreach and Rider Engagement
8. Visual Communications, Data Analysis and Graphics
9. Grant Support (desired, not required area of expertise)

Initial projects will include a fare collection study to prepare the District for transitioning to Clipper 2.0 and a transit priority corridor effort to implement the One Bay Area Grant recently awarded to Marin Transit.



Background

On February 23, 2023, Marin Transit issued a Request for Proposals (RFP) for On-Call Planning professional services. Proposals were due March 31, 2023. Marin Transit received proposals from three teams. Staff reviewed the proposals based on the criteria specified in the RFP and conducted interviews for all three firms on April 11 and April 12, 2023. The panel determined that Kimley Horn demonstrated a thorough understanding of the requested on-call planning services, a strong staffing plan, and significant relevant experience with successful planning efforts for peer agencies and in Marin County. The Kimley Horn proposal includes the following subconsultants, including DBE subconsultants to support the District in meeting our DBE goal:

- Rebel Group
- CJI Research
- Civic Edge (DBE, SBE, LBE)
- Chaudhary & Associates (DBE, SBE)
- International Contact

The contract will be for three years, plus two option years. If approved by your Board, the General Manager will negotiate a final contract with Kimley Horn to be executed by the end of May 2023.

Fiscal/Staffing Impact

All services under this contract will be authorized by Task Order as needs develop. Task Orders will include, at a minimum, a description of the work to be performed, the assigned personnel, estimated hours by task and by firm, a maximum payment amount. The consultant may only be paid up to the total budget authorized in a Task Order. The approved amounts per task order will be consistent with the annual budget approved by your Board. Annual spending on this contract is anticipated to average \$200,000 - \$450,000 with a total contract not to exceed of \$900,000 for the initial 3-year period.

Respectfully Submitted,

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

Cathleen Sullivan

Director of Planning



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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Alternate
Town of Corte Madera

May 1, 2023

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

Subject: Muir Woods Shuttle 2024 Pilot Project

Dear Board Members:

Recommendation

Authorize General Manager, with input from our partners at the National Parks Service (NPS), to negotiate an agreement with Bauer's Intelligent Transportation, Inc. (Bauer's IT, Inc.), in an amount not to exceed \$910,368 for a 23-week pilot service on the Muir Woods Shuttle starting Memorial Day Weekend (May 26, 2023).

Summary

The current contract for operations and maintenance of the Muir Woods Shuttle with MV Transportation (MV) will expire on June 30, 2023. Staff recommends that your Board authorize the General Manager to negotiate an agreement with Bauer's IT, Inc. to operate a 23-week pilot shuttle service to and from Muir Woods for the summer and fall of 2023.

The length of this proposed pilot will be approximately 23 weeks (May 26 – October 29, shown in Attachment A) and we will return to your Board with recommendations as the pilot program progresses. During this time, Marin Transit staff will continue to provide contract oversight for the program. At the conclusion of the pilot, shuttle service to Muir Woods will be put on a temporary hiatus during the lower-visitation, winter months while Marin Transit staff re-group with the NPS team and determine the next best steps for the Muir Woods Shuttle program.

Background

For over a decade, shuttle service to Muir Woods has been provided by Marin Transit and our contractor, MV Transportation. In the early years, the service was provided on summer weekends and holidays. In the summer of 2015, Marin Transit did a pilot program for summer weekday service to Muir Woods, which proved successful. Your Board approved the continuation of the summer weekday service, to allow Marin Transit to provide year-round service to the Muir Woods National Monument. Marin Transit has seen overwhelming support for the program from the public.



With the conclusion of the MV Operations contract at the end of this fiscal year, Marin Transit began the procurement process for a new contract. A Request for Proposal (RFP), on behalf of Marin Transit and our partners at the NPS, was issued in October of 2022, to elicit proposals from transportation providers interested in operating a year-round service to Muir Woods. Ultimately, the only bid received was deemed non-responsive as it did not meet the service requirements outlined in the RFP. Staff conducted a survey of potential providers to determine why they did not submit a proposal and used the survey results to further refine the RFP. Marin Transit re-issued an RFP for Muir Woods service, in January of 2023. Unfortunately, as before, the only bid received was deemed non-responsive.

After the cancellation of the second procurement, Marin Transit requested bids from individual firms, many of which had been included in our previous vendor outreach and were already operating regularly scheduled private shuttles in the Bay Area. Out of the bids we requested, two agencies expressed further interest in potentially providing service and one submitted a cost proposal, 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 partnered with local educational institutions, major tech companies in the Bay Area, and most recently partnered with Marin Transit to operate Yellow School Bus service to Ross Valley schools, Bauer's IT, Inc., is eager to expand their presence in Marin County by providing a safe and reliable option for local residents and tourists alike to explore the Muir Woods national monument.

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.

Bauer's IT, Inc. have not only offered their flexibility in operations and expansion of the service but have also made their desire to operate electric vehicles on the Muir Woods program known, furthering Marin Transit's goals of lowering our carbon footprint.

Fiscal / Staffing Impact

Attachment B to this letter provides detailed assumptions on the operations of the pilot program and shows financial estimates on operating costs, fare revenues, and subsidy. The total Muir Woods Shuttle Program costs for the 2023 pilot season are estimated to be \$1,035,368, with a combined cost of \$910,368 in contract operation cost and an additional \$125,000 in other direct costs (greeter service, MCTD staff time, refuse, etc.). An estimated \$265,000 would be expended in FY 2022/23 with the balance in the upcoming FY 2023/24.

Bauer's IT, Inc., will charge a total daily rate of \$1,962 per bus. Cost includes vehicle fueling, maintenance, radios, and vehicle tracking equipment. Marin Transit and NPS will work with the contractor to optimize the use of this bus and maximize service from the desired pickup terminal. The Contractor will provide the buses needed for the service and use a 35 foot over-the-road coach, diesel or battery electric.

The proposed pilot service includes 88 total days during the pilot period, 33 peak weekend / holiday days, 39 peak weekday days, and 16 off peak weekend days outlined in Attachment A. The pricing structure under this contract changes from the current fixed and variable fee to a daily rate that includes operations, maintenance, fuel and providing vehicle equipment. Compared to current rates, it is estimated that the hourly rate of service will increase by approximately 71% and the cost per trip



will increase by 66%. These increases are significantly higher than the 15-20% annual increases we've experienced on other recent contracts, due primarily to challenges in the labor market and limited competition created from a lack of District owned facilities. It should also be noted that the new agreement does include contractor-provided buses and fuel as opposed to the District purchasing these directly for the contractor.

Fare revenue and additional NPS subsidy is expected to generate approximately \$256,000 throughout the pilot period, bringing the net operational cost down to approximately \$780,000. Under the cooperative agreement that expires on August 30, 2023, the National Park Service pays 50% of the net service costs. For the service plan outlined in this letter, each agency would pay approximately \$390,000 for the 2023 pilot, as shown in Attachment B.

If your Board approves the pilot program for the Summer 2023 season, no adjustment is needed to the FY 2022/23 budget. The Draft FY 2023/24 budget has sufficient funds to operate the Muir Woods pilot program. Due to the higher costs of the new contract rate, there will be limited budget remaining for the operation of the service in winter holiday season and into the spring of 2024. Staff will return to your Board with further discussion of future service delivery options and potential budget adjustments following further discussions with NPS and a new procurement later this year.

Staff recommend authorizing the General Manager to negotiate an agreement for the Muir Woods Shuttle with Bauer's Intelligent Transportation, Inc., in an amount not to exceed \$950,000 for the initial pilot period contract.

Respectfully Submitted,

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

Robert Betts

Director of Operations and Service Development

Attachment A: 2023 Muir Woods Shuttle Calendar (Bauer Operated Pilot)

Attachment B: Muir Woods Pilot Cost Planning Assumptions and Worksheet

Attachment C: DRAFT Agreement with Bauer's Intelligent Transportation, Inc for Operations and Maintenance of the Muir Woods Shuttle

2023 Muir Woods Shuttle Calendar (Bauer Operated Pilot)**APRIL**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

XX Summer Peak (Larkspur), 8 bus – 33 days

XX Summer Weekday (Sausalito), 3 bus – 39 days

XX Off Peak (Larkspur), 5 bus – 16 days

Muir Woods Pilot Cost Planning Worksheet

PEAK PERIOD	
Weekend Cost Planning	
Vehicles from Larkspur	8
Max Trips from Larkspur	28
Max Pax Round Trips Avail per Day	1,036
Total Weekend Cost per Day	\$ 15,696
Average Cost per Seat	\$ 15.15
Total Peak Weekend Cost	\$517,968
Weekday Cost Planning	
Vehicles from Sausalito	3
Max Trips from Sausalito	8
Max Pax Round Trips Avail per Day	296
Total Weekday Cost per Day	\$ 5,886
Average Cost per Seat	\$ 19.89
Total Peak Weekday Cost	\$235,440
SHOULDER PERIOD	
Weekend Cost Planning	
Vehicles from Larkspur	5
Max Trips from Larkspur	16
Max Pax Round Trips Avail per Day	592
Total Weekend Cost per Day	\$ 9,810.00
Average Cost per Seat	\$ 16.57
Total Shoulder Weekend Cost	\$156,960
Total PEAK Annual Cost	\$753,408
Total SHOULDER Annual Cost	\$156,960
Total Contract Expenses - Pilot	\$910,368
MCTD Hosted Operating Costs**	\$125,000
\$3.50 Passenger Fare*	\$145,688
NPS \$2 Subsidy*	\$111,000
Total Projected Passenger Fares	\$256,688
Net Pilot Operating Cost	\$1,035,368
MCTD Share of Operations Cost	\$389,340
NPS Share of Annual Operations Cost	\$389,341
Total to be Reimbursed to MCTD***	\$646,028

* Collected by NPS through the reservation system. Only riders 16+ years pay fares on the service.

** MCTD Hosted Operating Costs include: Greeters, porta-potties, signage, marketing, etc.



GENERAL SERVICES AGREEMENT

This General Services Agreement ("Agreement") is entered into as of April 26, 2023 but effective as of the Effective Date specified below, by and between Bauer's Intelligent Transportation, Inc., a California corporation, with offices at Pier 50, San Francisco, California 94158 ("Company") and Marin Transit, a transportation company with offices at 711 Grand Ave. Ste. 110, San Rafael, CA 94901 ("Customer").

WHEREAS, Company is in the business of providing transportation and logistics services and is willing to provide such services to Customer under agreed terms and conditions, and

WHEREAS, Customer desires to have Company render transportation and logistics services to it under the terms and conditions set forth herein,

NOW, THEREFORE, In consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. DEFINITIONS.

1.1 "Change Order" means each document that modifies the terms or conditions of a Statement of Work ("SOW"). Each Change Order shall be executed by both parties and shall be deemed incorporated herein in its entirety by reference.

1.2 "Company Work Product" means any and all items or information delivered to Customer or otherwise generated by Company or its agents, in the course of providing Services under this Agreement, whether in hard copy or electronic form, including, but not limited to, all analyses, artwork, compilations, data, designs, Deliverables, drawings, equipment, hardware, photographs, printed materials, procedure manuals, recommendations, reports, software, summaries, test results, user manuals, work papers, and works of authorship.

1.3 "Deliverables" means, with respect to each SOW, the tangible items to be provided by Company.

1.4 "Effective Date" means the date for commencement of Services by Company specified in the first SOW issued under this Agreement.

1.5 "Services" means the services under an SOW which Company shall provide to Customer and which shall be described in any SOW issued pursuant to this Agreement.

1.6 "Statement of Work" or "SOW" means each document that specifies Services to be performed, the Company Work Product and Deliverables to be provided to Customer, and any other performance requirements to which the parties agree. Each SOW shall be issued substantially in the form shown in Exhibit A, shall be executed by both parties, and shall be deemed incorporated herein in its entirety by reference.

2. TERM.

This Agreement shall commence on the Effective Date and shall continue in perpetuity until terminated as otherwise provided in this Agreement.

3. DUTIES OF COMPANY.

Company shall provide the Company Work Product, Deliverables, and Services during the term of this Agreement in accordance with the terms and conditions of any SOW or Change Order in effect. Company shall provide all equipment, expertise, facilities, labor, management, resources, skills, and tools necessary for the performance of its obligations under this Agreement and any SOW or Change Order unless otherwise specified in an SOW or Change Order. Company may subcontract as may be determined by Company. Company shall permit any designated representative of Customer to review the work of Company personnel performing Services and to inspect records of work performed under each SOW upon notice of thirty (30) business days.

4. ACCEPTANCE AND PAYMENT.

4.1 Customer shall pay Company the price amounts set forth in each SOW or Change Order, as applicable, for the Company Work Product, Deliverables, and Services provided. Such payments shall be Company's compensation, including travel and all other expenses incurred (if so specified in the applicable SOW or Change Order) for its rendering of the Services and provision of the Company Work Product and Deliverables. Invoices may be delivered in hard copy or electronically. Payment will be by ACH.

4.2 Acceptance of the Company Work Product, Deliverables, and Services described in each SOW or Change Order shall occur on the date such Services and Company Work Product are provided pursuant to the schedule or the acceptance criteria identified in each SOW or Change Order, as applicable.

5. CHANGES TO AN SOW.

In the event it is necessary to change an SOW under this Agreement, the following procedure shall be used:

5.1 Either party may initiate a written request ("Change Request") for a Change Order modifying the terms of an SOW. The Change Request must describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to Company Work Product, Deliverables, Services, and pricing. The requesting party shall provide the Change Request to the other party. If the other party approves the Change Request in writing, the Change Request shall become a Change Order.

5.2 Upon issuance of any Change Order, said Change Order shall be incorporated into and made a part of the applicable SOW.

5.3 To the greatest extent possible, the parties agree that Change Requests should be submitted before the work affected is performed. The parties acknowledge, however, that oral directives may be given in circumstances where there is insufficient time to generate written Change Requests. On any such occasion, either party may submit a Change Request within thirty (30) days following performance of the work pursuant to the oral directive. If the parties thereafter cannot agree on an appropriate Change Order, the Dispute Resolution procedures at Article 12 of this Agreement shall apply.

6. COMPANY'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Company represents, warrants and covenants as follows:

6.1 Company's performance of this Agreement shall not breach any agreement Company has with any other party and there is no other contract or duty on Company's part now in existence that is inconsistent with this Agreement.

6.2 Throughout the term of this Agreement, Company, its employees, and authorized agent(s): (1) shall comply with all applicable federal, state, and local laws, regulations, and orders respecting the performance by Company of its duties and responsibilities under this Agreement; (2) shall obtain and maintain all approvals, licenses, and permits required by any federal, state, or local licensing or regulatory agency for performance of the work under this Agreement or any SOW; and (3) shall inform Customer within thirty (30) days of the denial,

expiration, non-renewal, revocation, or termination of any approval, license, or permit required for performance of the Services under this Agreement.

6.3 Company shall use qualified individuals with suitable capabilities, experience, licenses, skill, and training to perform its obligations. In the event that Customer does not approve of an individual providing Services hereunder, Company shall discuss the matter with Customer. If Company agrees with Customer's opinion or finds a reasonable basis for Customer's opinion, it will remove such individual from performance. Thereafter, if the individual is removed, said individual shall be immediately replaced by Company with personnel meeting the requirements of this Section 6.3.

6.4 Company shall not (1) infringe upon the intellectual property rights (including, without limitation, copyright, patent, trade secret, or trademark rights) of a third party or (2) disclose to Customer, provide to Customer, or induce Customer to use any confidential information that belongs to anyone other than Company except to the extent Company has the right to disclose and permit third parties to use (as applicable) such information.

6.5 Company shall carry throughout the term of this Agreement and any SOW then in effect commercial auto insurance, commercial general liability insurance, and workers' compensation insurance necessary to fulfill its obligations hereunder, and upon request, shall furnish evidence thereof to Customer.

6.6 In the event of a breach of any representation, warranty or covenant stated in this Article 6, Company shall without charge and without delay repair, replace, re-perform or modify the affected Company Work Product, Deliverables, or Services so as to promptly correct such breach or default. All representations, warranties, and covenants shall survive acceptance, inspection, and payment.

7. CONFIDENTIALITY.

7.1 The parties acknowledge that, in connection with this Agreement and their relationship with each other, they may obtain information relating to the other party or its affiliates, suppliers, or customers which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information includes, but is not limited to customer lists, data, financial information, inventions, marketing plans, processes, programs, sales plans, schematics, software, source documents, techniques, trade secrets, and any other information which the receiving party knows or has reason to know is confidential, proprietary, or the trade secret information of the disclosing party, its affiliates, suppliers, or customers.

7.2 During the term of this Agreement and for two (2) years thereafter, neither party shall (1) make any use or copies of the Confidential Information of the other except as contemplated by this Agreement, (2) acquire any right in or assert any lien against the Confidential Information of the other, or (3) sell, assign, lease or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other party. Neither party may withhold the Confidential Information of the other party or refuse for any reason to return to the other party its Confidential Information if requested to do so.

7.3 Upon termination of this Agreement for any reason or the completion of the last SOW, whichever later, each receiving party shall immediately return to the disclosing party all documents containing Confidential Information (including copies thereof) in the receiving party's control, custody, or possession. The obligations of confidentiality contained herein shall not apply to any information which (1) has entered the public domain (except where such entry is the result of breach of this Agreement or other applicable confidentiality agreement); (2) was obtained by receiving party from a third party prior to disclosure; (3) is obtained subsequent to disclosure by receiving party on a non-confidential basis from a third party who has the right to disclose such information; or (4) is required to be disclosed pursuant to a court order or government authority whereupon the receiving party, at its earliest opportunity, shall provide written notice to the disclosing party and shall cooperate with disclosing party in all efforts to secure a protective order and/or resist compelled disclosure.

7.4 Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement, any SOW, or any Change Order without the prior written consent of the other party.

7.5 Damages by either party recoverable for breach of any obligation created by this Article 7 shall not exceed the amount owed by Customer to Company for services performed during the thirty (30) day period prior to breach.

8. CLAIMS BETWEEN THE PARTIES.

8.1 Indemnification of Customer by Company. Company shall indemnify, defend and hold harmless Customer (including its employees and officers) from any claim, suit, or proceeding arising out of the conduct of Company, its employees, or its contractors which is alleged to have caused injury, death, property damage, or economic loss to any third party to this Agreement. Company's obligation to defend and indemnify Customer shall include an obligation to pay any costs, reasonable attorneys' fees, and reasonable expert witness fees incurred by Customer in defense of the third party claim and to pay any damages, costs, and fees awarded to a third party by a court of competent jurisdiction. This indemnity obligation shall not apply if a court of competent jurisdiction determines that the third party claim arises out of the sole negligence or willful misconduct of Customer. Pending such a determination, Company's duty to defend Customer shall remain in full force and effect. Notwithstanding anything to the contrary in this Agreement, Company's entire obligation under this Section 8.1 shall not exceed \$150,000.00 for all claims which are not covered by participating insurance.

8.2 Indemnification of Company by Customer. Customer shall indemnify, defend and hold harmless Company (including its employees and officers) from any third party claim, suit or proceeding arising out of the conduct of Customer, its employees, its contractors, or its invitees which is alleged to have caused injury, death, property damage, or economic loss to any third party to this Agreement. Customer's obligation to defend and indemnify Company shall include an obligation to pay any costs, reasonable attorney's fees, and reasonable expert witness fees incurred by Company in defense of the third party claim and to pay any damages, costs, and fees awarded to a third party by a court of competent jurisdiction. This indemnity obligation shall not apply if a court of competent jurisdiction determines that the third party claim arises out of the sole negligence or willful misconduct of Company or the concurrent negligence of Company and Customer. Pending such a determination, Customer's duty to defend Company shall remain in full force and effect. Notwithstanding anything to the contrary in this Agreement, Customer's entire obligation under this Section 8.2 shall not exceed \$150,000.00 for all claims which are not covered by participating insurance.

8.3 Duty to Cooperate. Each party shall notify the other promptly in writing of any matters with respect to which a right of indemnity may apply in order to allow the party being notified to investigate and defend the matter; provided, however, that failure to give such notice shall only relieve a party of its indemnity obligations hereunder to the extent the other party is prejudiced thereby. Each party agrees to assist the other party in the defense of any claim arising out of performance of Services under this Agreement.

8.4 Control of Defense of Indemnified Party. The party providing indemnity shall have sole control of the defense of the indemnified party and all negotiation for any settlement or compromise; provided, however, that no third party claim or action may be settled or compromised by the party providing indemnity without the express written consent of the indemnified party unless such settlement or compromise includes a release of all claims against the indemnified party by the party bringing such claim or action. The indemnified party shall have the right at its sole cost and expense to participate in any such legal proceeding with counsel of its own choosing.

8.5 Infringement Claims. Sections 8.1, 8.2, 8.3, and 8.4 of this Agreement do not apply to infringement claims. Should any Company Work Product supplied by Company become the subject of any infringement claim, Company shall at its sole option and expense either: (1) procure for Customer the right to continue to use the relevant Company Work Product; (2) replace or modify the relevant Company Work Product so that it becomes non-infringing while providing substantially equivalent performance; or (3) refund amounts paid by Customer for the Company Work Product if (1) and (2) are both commercially unavailable or impracticable. This Section 8.5 defines Company's sole basis of liability and Customer's sole and exclusive remedy for intellectual property claims relating to or arising out of any Company Work Product.

8.6 Damages. If Customer is in breach of this agreement, it is agreed that Company's damages for breach are the total revenue minus only labor and fuel costs that have been avoided. This amount is liquidated due to the difficulty in determining damages and is not a penalty.

8.7 Limitation of Liability. EXCEPTING THE REMEDIES DEFINED IN ARTICLES 4 AND 7 AND SECTIONS 8.1, 8.2, 8.5, 8.6 AND 10.2 OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, COST OF COVER, LOSS OF DATA, LOSS OF PROFITS, AND LOSS OF USE) OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERMINATION.

9.1 Either party may terminate this Agreement and any SOW issued hereunder upon written notice with cause due to a breach of any material term or condition contained in this Agreement ("Material Breach") by the other party if the other party has not cured the Material Breach within thirty (30) days after receiving a written notice of intent to terminate. Any notice of intent to terminate based on material breach must be titled "NOTICE OF INTENT TO TERMINATE DUE TO MATERIAL BREACH." Material Breach by Company shall be defined as failing to deliver any one of the Deliverables or Services described in the SOW provided that such failure occurs more than three (3) times during one (1) day or on more than five (5) percent of the scheduled daily trips during a consecutive thirty (30) day period. Differing services cannot be combined to measure the frequency of failure.

9.2 Company may terminate this Agreement and any SOW issued hereunder at any time, with cause and without written notice, due to the nonpayment of monies owed under this Agreement when such monies owed are past due more than thirty (30) days.

9.3 Either party may terminate this Agreement and any SOW issued hereunder by giving seventy two (72) hours written notice of such termination to the other party if the other party should do any of the following:

- Petition for bankruptcy;
- Become insolvent or have a receiver of its assets or property appointed due to insolvency;
- Make a general assignment for the benefit of creditors;
- Suffer any judgment against it, which remains unsatisfied and unbonded for thirty (30) days or longer; or
- Institute or suffer to be instituted any proceeding for the reorganization or rearrangement of its affairs.

9.4 Either party may give notice of intent to terminate this Agreement at any time without cause. In the event of such notice, this Agreement shall terminate immediately if there is no SOW currently in effect. If there is an SOW currently in effect, this Agreement shall terminate on the date specified for termination of the SOW. The giving of notice of intent to terminate under this Section 9.4 shall not impair the rights of either party under any unexpired SOW.

9.5 Articles 1, 4, 6, 7, 8, 9, 10, 11, and 12 shall survive termination or expiration of this Agreement.

10. INDEPENDENT CONTRACTOR; HIRING OF PERSONNEL.

10.1 Independent Contractor. Customer and Company are entering into an independent contractor arrangement only and neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances shall any employee or agent of a party be deemed to be the employee or agent of the other party for any purpose, unless the parties specifically agree otherwise via SOW

or Change Order. Nothing herein shall be construed as implying that an agency, employer-employee, joint venture, or partnership relationship exists between the parties hereto. Company is solely responsible for payment of all state or federal taxes, withholdings, and all similar statutory obligations arising out of performance of this Agreement, any SOW, or any Change Order.

10.2 Diversion of Personnel. Each party acknowledges that, but for entering into this Agreement, it would not be aware of any personnel of the other party. With the exception of direct referrals – whereby one party recommends its personnel to the other party for hire – each party agrees not to divert, hire, recruit, or solicit the employment, either as an employee or directly paid independent contractor, of any personnel of the other party during the term of this Agreement and any applicable SOW or Change Order (including all renewal periods) and for a period of two (2) years following the conclusion of the performance of Services under this Agreement. In the event of any breach of this Section 10.2 which results in actual diversion of personnel, the breaching party shall be liable to the other party for liquidated damages of one hundred thousand dollars (\$100,000.00) per diverted employee. It is understood by the parties that the liquidated damages stated in this Section represent an attempt to anticipate and quantify the costs of recruiting and training replacement personnel rather than penalize or restrain employment.

11. GENERAL.

11.1 Notices. All notices given pursuant this Agreement shall be in writing by facsimile or mail. Notices by e-mail shall not be effective. Facsimile notices and notices by overnight mail shall be deemed received one (1) business day after facsimile transmission or mailing. Notices by regular mail shall be deemed received five (5) calendar days after mailing. Notices shall be addressed as follows:

Company:

Gary Bauer, CEO
Bauer's Intelligent Transportation, Inc.
Pier 50
San Francisco, California 94158
(415) 522-1212
Facsimile: (415) 522-1600

Customer

Robert Betts
Marin Transit
711 Grand Ave, Suite 110
San Rafael, CA 94901
(415) 226-0860
email: rbetts@marintransit.org

11.2 Force Majeure. Company shall not be liable for any delay or failure in performance due to any Force Majeure Event including strikes or causes beyond the control of Company including acts of God, closure of public highways, earthquake, epidemics, fire, flood, governmental interference, riots, terrorism, or war. Company shall notify Customer of the occurrence of such an event affecting Company and shall use all reasonable efforts to recommence performance as soon as possible. The obligations and rights of Company shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

11.3 No Waiver. No waiver of rights under this Agreement, any SOW, or any Change Order by either party shall constitute a subsequent waiver of this or any other right under this Agreement, any SOW, or any Change Order.

11.4 Assignment. Neither this Agreement, nor any SOW, nor any Change Order, nor any rights thereunder, other than monies due or to becoming due, shall be assigned or otherwise transferred by either party (by operation of law or otherwise) without the prior written consent of the other party, which consent shall not unreasonably be delayed or withheld, provided, however, that either party may, without the written consent of the other, assign this Agreement and its rights and delegate its obligations hereunder to an Affiliate, or in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its

merger, consolidation, change in control or similar transaction. “Affiliate” means, with respect to a party, any entity that controls or is controlled by such party, or is under common control with such party. This Agreement, any SOW issued hereunder, and any Change Order issued hereunder shall bind and inure to the benefit of the successors and permitted assigns of the parties.

11.5 Precedence. Whenever there is a conflict between the terms and conditions set forth in this Agreement and the terms and conditions of any SOW or Change Order issued hereunder, the terms and conditions of the SOW or Change Order shall prevail. Whenever there is a conflict between the terms and conditions of any SOW and the terms and conditions of any Change Order, the terms and conditions of the most recently executed SOW or Change Order shall prevail.

11.6 Severability. In the event that any of the terms of this Agreement, any SOW, or any Change Order becomes or is declared to be illegal by any court of competent jurisdiction or other governmental body, such term(s) shall be deemed null and void and shall be deemed deleted from this Agreement, SOW, or Change Order. All remaining terms of this Agreement, SOW, or Change Order shall remain in full force and effect. Notwithstanding the foregoing, if the value of this Agreement or any SOW is substantially impaired for either party by reason of governmental action or judicial decree, then the affected party may terminate this Agreement or the SOW by written notice to the other party of no fewer than thirty (30) calendar days.

11.7 Entire Agreement. This Agreement (including exhibits) and each SOW or Change Order issued hereunder, constitutes the entire agreement between the parties hereto concerning the subject matter embraced herein and replaces any prior oral or written communications between the parties. There are no agreements, conditions, understandings, or warranties, expressed or implied, which are not stated herein. Except as provided by California law, this Agreement may be modified only by a writing executed by the parties hereto.

11.8 Authority of Company Representatives. No agent, employee, or officer of Company other than Gary Bauer, CEO, possesses the authority to enter into contracts on the Company’s behalf or bind Company in any manner, including the issuance of Change Orders.

12. DISPUTE RESOLUTION.

12.1 In the event that any dispute arises over the terms of this Agreement, any SOW, any Change Order, or any purported payment obligation thereunder, the parties shall meet and confer in good faith regarding resolution of the dispute. The meet and confer attempt must occur within thirty (30) days of written notice of a dispute or claim by either party.

12.2 If, after meeting and conferring in good faith, the parties are unable to resolve their dispute, the parties shall mediate their dispute within ninety (90) days of written notice of a dispute or claim by either party. Mediation shall take place in San Francisco, California before a mediator mutually acceptable to the parties. If the parties cannot select a mutually acceptable mediator, mediation shall take place at the San Francisco office of JAMS before a mediator selected at random by JAMS from among its San Francisco panelists. Unless the parties agree otherwise in writing, each party shall be fifty percent (50%) responsible for all mediation fees and expenses.

12.3 In the event that the dispute does not resolve through mediation, normal statutes of limitation and repose for filing and service of suit shall apply, and the time to file suit shall not be tolled by virtue of participation in any dispute resolution activity.

12.4 Neither party may file suit against the other over any dispute arising under the terms of this Agreement, any SOW, any Change Order, or any purported payment obligation thereunder before attempting to mediate the dispute. Any suit filed in the absence of an attempt to mediate the dispute shall be subject to a plea in abatement and stay on discovery, which shall be in effect until the conclusion of mediation.

12.5 Any dispute arising under this Agreement, any SOW, or any Change Order shall be governed by the laws of the State of California without regard to conflict of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California for judicial

resolution of all claims for money damages arising out of this Agreement, any SOW, or any Change Order. Customer acknowledges that exclusive jurisdiction within San Francisco County, California is a component of the consideration Customer provides to Company under this Agreement.

12.6 The prevailing party in any suit brought in compliance with this Article 12 shall be entitled to recover reasonable attorneys' fees and ordinary costs. Recoverable fees and costs, if any, shall include fees and costs incurred in conjunction with mediation, non-binding arbitration, settlement conferences, settlement negotiations, or any voluntary dispute resolution communication or proceeding.

12.7 Prejudgment interest, if awarded to the prevailing party in any suit brought in compliance with this Article 12, shall be calculated at 1.5 percent per month. In the event that 1.5 percent per month exceeds the maximum rate of simple interest allowable by law, interest shall be calculated at the maximum rate of simple interest allowable by law.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed.

Bauer's Intelligent Transportation, Inc. ("Company")

Marin Transit ("Customer")

By: _____

By: _____

Gary Bauer

Robert Betts

CEO

Director of Operations & Service Development

Date: _____

Date: _____



COMMUTER SERVICES STATEMENT OF WORK No. 1

PROJECT TITLE: Marin Transit

1. GENERAL.

This Statement of Work ("SOW") describes and defines the Company Work Product, Deliverables, and Services to be delivered to Customer by Company under the General Services Agreement ("Agreement") executed by Customer and Company on April 26, 2023.

2. TERM.

Services under this SOW will commence on May 1, 2023 (the "Effective Date") at 7:00am if both parties have executed this SOW. The initial term of this SOW will end on September 2, 2024 (the "Expiration Date") at 7:00pm. Unless either party notifies the other party of its intention to have this SOW terminate at least ninety (90) days prior to each Expiration Date, this SOW shall be extended for an additional twelve (12) month periods.

3. SERVICES PROVIDED.

Company shall assign the vehicles at the rates to the routes indicated on the Schedule A attached hereto. The Exhibit shall be subject to alteration upon the mutual written consent of the parties from time to time. The Services provided shall be subject to the following conditions:

- Company shall provide trained and licensed drivers in accordance with accepted industry practice and standards. All such employees shall at all times while performing Services hereunder be clean, courteous, and neat. All employees shall wear uniformed attire.
- Company shall keep, operate and maintain all vehicles in good operating condition and repair. All vehicles shall be subject to standard maintenance activity.
- Company reserves the right to substitute other vehicles for the regularly used vehicle(s) during periods of regularly scheduled maintenance or unscheduled and/or unforeseen repairs. Replacement vehicles may utilize different fuel at a varied cost and may have different ride characteristics than the regularly used vehicle. Replacement vehicles will be of a sufficient size to carry Customer's regularly scheduled passengers.
- Should an event occur which is beyond the control of Company, including but not limited to weather, traffic, accidents, road closures, mechanical breakdowns or other Force Majeure Events, then Company shall not be obligated to meet the schedule set for on the Schedule A for the period of the disruption. Company may cancel any services without notice if in its sole discretion, Company believes that conditions may pose a danger to persons in transit.
- Company and Customer shall meet quarterly as necessary and appropriate to discuss and evaluate the Services hereunder and to answer Customer inquiries regarding improvement and/or modification of Services.
- Customer shall allow Company to park vehicles assigned to Customer on Customer's property while not being used.
- Company is not responsible for loss, theft or damage to items left behind or in the vehicle at any time.

- Customer is responsible for the appropriate and proper conduct of all passengers. Company may refuse service to passengers who are unruly, cause damage or otherwise act inappropriately. Customer will be responsible for the cost of repairing or cleaning the vehicle due to excessive rubbish, trash, soiling, stains or other damage as determined by Company.

4. PRICING AND PAYMENT.

- A. Base Price.** The base amount payable by Customer for each day Company provides Services shall be the greater of either (1) the Daily Minimum per vehicle set forth on the Schedule A, (2) the Hourly Rate per vehicle set forth on the Schedule A multiplied by the number of hours each vehicle is in service, or (3) the Mileage Rate per vehicle set forth on the Schedule A multiplied by the number of miles driven by each vehicle. The number of miles driven and hours in service shall be calculated based on the assumption that the Company's facility is the point of origin regardless of the actual point of origin.

Customer acknowledges that it is the policy of Company to comply with all applicable state and federal laws and regulations (including regulations promulgated by the United States Department of Transportation) pertaining to hours in service and required meal/rest breaks for employees. Laws and regulations observed include, but are not limited to, Cal. Lab. Code § 226.7, Transportation Industry Wage Order 9-2001, IWC Wage and Hour Order 11090, 8 CCR § 11040, 13 CCR § 1212, and 29 CFR §§ 395.1 *et seq.*, 785.18, 785.19. Customer acknowledges that the number of hours in service used to calculate the base price shall not be decreased by required employee meal/rest breaks.

- B. Other Costs and Expenses** customer shall pay all other costs as set forth on the Schedule A and will reimburse to company all reasonable and necessary expenses provided that: (1) all expenses must be approved by the customer project manager in advance of company's incurring such expense and (2) a request for reimbursement must be accompanied by such documentation as customer may request establishing the type, date, amount, payment and purpose for such expense.
- C. Annual Adjustment.** On each anniversary of the Effective Date of this SOW, the prices set forth above shall be increased by the greater of three percent (3%) or the percentage change in the Consumer Price Index for the San Francisco/Oakland/San Jose Bay Area for all products and services during the preceding twelve month period.
- D. Use Fee Pass-through.** Muir Woods, parking lots being used and other government entities may impose a per day/per stop use fee for Vehicles. This use fee is not included in the base price and shall be passed through to Customer and reflected on invoices to Customer. Upon Customer's request, Company shall submit documentation from the City and County or other entities to substantiate this cost. Company may redact any information not pertinent to Customer from this documentation.
- E. Payments.** Amounts not paid within thirty (30) days shall accrue simple interest at rate of 1.5 percent per month. In the event that 1.5 percent per month exceeds the maximum rate of simple interest allowable by law, interest shall be calculated at the maximum rate of simple interest allowable by law. Past due amounts paid to Company shall be applied first towards any interest due, then towards principal owing

5. REPEAL.

Upon the date specified for commencement of services herein, this SOW repeals any prior SOW executed between the parties.

6. PROJECT MANAGERS.

Bauer's Intelligent Transportation, Inc.

Gary Bauer
Phone: (415) 517-5466

Marin Transit

Robert Betts
Phone: (415) 226-0860

E-mail: gary@bauersit.com

E-mail: rbetts@marintransit.org

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Statement of Work to be duly executed.

Bauer's Intelligent Transportation, Inc. ("Company")

Marin Transit ("Customer")

Signature: _____

Gary Bauer

CEO

Date: _____

Signature: _____

Nancy Whelan

General Manager

Date: _____

SCHEDULE A:

32' – 35' Luxury Coach

10 hours a day SF garage to SF garage

Start May 20th, 2023

Add schedule on days not times

\$1,962 per vehicle per day

Additional hours \$196 ea

Minimum 88 days per year

DRAFT

APRIL						
S	M	T	W	T	F	S
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SEPTEMBER						
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OCTOBER						
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29	30	31				

XX	Summer Peak (Larkspur), 8 bus – 33 days
XX	Summer Weekday (Sausalito), 3 bus – 39 days
XX	Off Peak (Larkspur), 5 bus – 16 days



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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Fred Casissa

Alternate
Town of Corte Madera

May 1, 2023

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

Subject: Measure AA Yellow Bus Funding – Carryforward Allocation

Dear Board Members:

Recommendation

Approve adding carryforward funds to the second funding cycle of the Measure AA yellow school bus transportation program and authorize the General Manager to execute contracts with the five eligible programs.

Summary

Measure AA is an extension of the existing Marin County half cent sales tax for transportation and was approved by voters on November 6, 2018. Under the renewed measure, Marin Transit receives five percent of the Measure AA funds for school-related transportation programs and services. Your Board has adopted a funding methodology for a three-year cycle of which FY2023/24 will be the second year. Due to lower expenditures during the pandemic, there is a carryforward balance of \$1.0 million. This staff report details recommendations for providing these funds to the five eligible programs in the second cycle of the Measure AA yellow school bus transportation program.

Background

In the initial Yellow Bus three-year funding cycle (FY2020-FY2022), Marin Transit facilitated an allocation of approximately \$600,000 annually to five eligible yellow school bus programs in the urbanized areas of the County of Marin. These funds provided financial support that subsidized approximately 10 – 20 percent of the total program cost. In the current three-year funding cycle (FY2023-FY2025), the annual allocations increased to approximately \$750,000. This is a twenty-five percent increase from the prior cycle and is based on sales tax projections from the Transportation Authority of Marin (TAM).

On April 4, 2022, your Board approved the allocation formula for the second funding cycle, that is based on a 77% percentage subsidy of each program's one-way pass price multiplied by the number of one-way passes distributed in FY2021/22.



As part of the funding agreements, staff annually provide an updated allocation amount to the five participating yellow school bus programs after sales tax projections from the Transportation Authority of Marin (TAM) have been finalized. In FY2023/24, sales tax growth is projected to be less than 1%, but prior year estimated actuals exceed projections and together allow for a 2.59% increase in funding available for allocation. **Table 1** shows the allocation amount for the FY2022/23 base year with the adjusted FY2023/24 allocation amount. The total combined allocation will increase to approximately \$758,909.

Table 1: FY2023/24 Allocation with a 2.59% Sales Tax Increase

FY2021/22 Base Year Data		Reed Union & Cove	Ross Valley	San Rafael	Miller Creek	Sausalito/ Marin City	Total	Calculation
One Way Pass Price	(a)	\$315.00	\$505.00	\$250.00	\$225.00	\$324.00		Annual price, 50% of round trip
Subsidy per pass	(b)	\$242.55	\$388.85	\$192.50	\$173.25	\$249.48		77% of one- way pass price [0.77 x (a)]
One Way Passes Distributed	(c)	850	579	1,320	161	106	3,016	School year 2021-2022 source data
<i>Funding for FY2022/23 allocation</i>		\$206,168	\$225,144	\$254,100	\$27,893	\$26,445	\$739,750	77% of pass price for every pass distributed [(b) x (c)]
<i>Funding for FY2023/24 allocation</i>		\$211,507	\$230,975	\$260,681	\$28,616	\$27,130	\$758,909	2.59% sales tax projection increase

Carryforward Allocation

During the COVID 19 pandemic, school transportation programs were suspended or operated at a reduced service level. Due to lower expenditures during the pandemic combined with higher than projected sales tax revenue, there is a carryforward balance of \$1.0 million in Measure AA school transportation funding. Staff recommend distributing this amount over a three-year period beginning in FY2023/24. Allocations will use the same base allocation data for 4 of the 5 programs, but will adjust data for Miller Creek School District due to a significant increase in passes distributed for that program in FY2022/23.

In FY2021/22, Miller Creek School District reported a total of 161 one-way passes distributed. This number increased to 805 one-way passes in FY2022/23. Staff communications with the school district have determined the increase was caused by the program returning to pre-pandemic service levels and more closely matches base year date used in the first Measure AA funding cycle.

The recommended carryforward allocation uses the base formula methodology with updated numbers for Miller Creek and adjusted to distribute 1/3 of the available carryforward amount (\$333,421) across



all programs. **Table 2** shows the recommended allocation of these funds for each program. The remaining carryforward funds will be distributed to programs in the following two years with a similar methodology contingent on funding availability. If approved, these additional funds will provide much needed support for the five participating Measure AA yellow school bus programs in the County of Marin.

Table 2: Carryforward Allocation with Adjusted One-way Pass Totals for Miller Creek

FY2021/22 Base Year Data		Reed Union & Cove	Ross Valley	San Rafael	Miller Creek	Sausalito/ Marin City	Total	Calculation
One Way Pass Price	(a)	\$315.00	\$515.00	\$250.00	\$225.00	\$324.00		annual price, 50% of round trip
Subsidy per pass	(b)	\$94.50	\$154.50	\$75.00	\$67.50	\$97.20		30% of one- way pass price [0.30 x (a)]
One Way Passes Distributed	(c)	850	579	1,320	805	106	3,660	School year source data
<i>Carryforward allocation</i>		\$80,325	\$89,456	\$99,000	\$54,338	\$10,303	\$333,421	30% of pass price for every pass distributed [(b) x ©]

Staff recommend adding carryforward funds to the second cycle of the Measure AA yellow school bus transportation program and authorizing the General Manager to execute contracts with the five eligible programs.

Fiscal / Staffing Impact

The General Manager will execute contracts with the five eligible yellow bus school programs to distribute Measure AA sales tax funding amounts shown in **Table 3**. These funds will be paid to programs on a reimbursement basis and Marin Transit will claim Measure AA funding from TAM for the payments. The associated revenue and expenses are included in Marin Transit's FY2023/24 draft budget.

Table 3: Recommended Measure AA Funding Allocation

FY2023/24 Allocations	Reed Union & Cove	Ross Valley	San Rafael	Miller Creek	Sausalito/ Marin City	Total
Base Allocation	\$211,507	\$230,975	\$260,681	\$28,616	\$27,130	\$758,909
Carryforward Allocation	\$80,375	\$89,456	\$99,000	\$54,338	\$10,303	\$333,421



Total	\$291,832	\$320,431	\$359,681	\$82,953	\$37,433	\$1,073,171
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Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "CHR WHITLOCK".

Christopher Whitlock
Senior Operations Analyst



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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Director
City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera

May 1, 2023

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

Subject: Marin County Transit District Draft Operating and Capital Budget for FY 2023/24

Dear Board Members:

Recommendation

Review draft FY 2023/24 budget and provide comments.

Summary

Marin Transit's draft budget for July 1, 2023 to June 30, 2024 reflects the priorities and financial projections in the District's Board-adopted Short Range Transit Plan. The District's Board adopted the most recent full SRTP on February 3, 2020 and a "mini" SRTP update on December 5, 2022.

The FY 2023/24 expenditure budget for operations and capital projects is \$58.3 million (Table 1). The expenditure budget allows for a fully funded Emergency Reserve (two months operating expenses), a Contingency Reserve of four months of operating expenses, and a Capital Reserve of \$12.0 million. The structural and financial uncertainties resulting from the COVID-19 pandemic have lessened, but the budget reflects significant revenue fluctuations due to the temporary influx of federal relief funds during FY 2021 and FY 2022 and revenue adjustments from both over- and under-projections of sales tax revenues in prior years.

The operating expense budget of \$43.2 million is a six percent increase over the FY 2022/23 budget. This increase is mostly a reflection of increased purchased transportation and fuel expenses. Fixed route service levels reflect the June 2023 service changes, and the budgeted paratransit service level has been adjusted to better align with the lower demand levels.

Marin Transit retained and recovered ridership during the pandemic at a higher rate than peer agencies. Currently, fixed route ridership is at approximately 90% of pre-COVID levels. Paratransit ridership has recovered more slowly, and the budget includes operations to serve 60% of pre-pandemic paratransit ridership (ridership is currently at less than 50%). After two years of greater than 5% inflation and sustained labor shortages, the District is experiencing higher purchased transportation costs and challenges



maintaining service quality. Marin Transit is implementing service changes effective June 2023 that include a minor reduction in fixed route service designed to increase service reliability (not to reduce costs). The changes are designed to reduce the peak vehicle and driver requirements in order to reduce missed service. Marin Transit is also reviewing all Marin Access programs focused on older adults and people with disabilities to make changes to reflect post-pandemic rider needs, service reliability, and cost effectiveness.

Table 1: Budget Summary

	FY2021/22 Actual	FY2022/23 Revised Budget	FY 2022/23 Estimated Actual	FY 2023/24 Draft Budget
Revenue				
Operations	36,862,258	42,272,132	39,054,063	43,837,137
Capital	5,967,701	10,856,336	1,914,401	14,447,657
Total Revenue	\$42,829,959	\$53,128,468	\$40,968,464	\$58,284,794
Expenditures				
Operations	33,405,156	40,843,513	37,024,829	43,230,487
Capital	10,631,869	14,768,051	5,508,071	16,347,653
Total Expenditures	\$44,037,025	\$55,611,564	\$42,532,900	\$59,578,140
Net Change in Fund Balance	-\$1,207,066	-\$2,483,096	-\$1,564,436	-\$1,293,346
Emergency Reserve	5,896,957	6,807,252	6,807,252	7,205,081
Contingency Reserve	11,793,919	13,614,504	13,614,504	14,410,162
Capital Reserve	17,888,876	12,674,900	13,593,560	11,106,727
Fund Balance (total reserve)	\$35,579,752	\$33,096,656	\$34,015,316	\$32,721,970
Expenditure of Capital Reserve	4,664,168	3,911,715	3,593,670	1,899,996

The attached budget document provides additional information and trends for the operations budget for each of the programs: Administration, Local Service, Yellow Bus Service, Rural Service, and Marin Access. Budget control occurs at the program level.

Marin Transit's capital expenditure budget is \$16.3 million to fund transit vehicle replacements, bus stop improvements, and facility improvement projects. In FY2023/24 Marin Transit will complete the purchase of seven 35-foot Hybrid Transit Buses, 10 paratransit vehicles, and an electric paratransit vehicle. Marin Transit is actively working on facility projects to improve existing facilities and purchase additional right of way needed for parking and maintenance of electric buses and yellow buses. The FY 2023/24 Capital Budget includes \$5.8 million in facility projects. The draft budget also includes the federally funded project for ADA bus stop improvements and a new corridor improvement project.

FISCAL IMPACT

None associated with this report. Staff will present a final budget for your Board's consideration at the June 5, 2023 meeting.



Respectfully Submitted,

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

Lauren Gradia
Director of Finance and Capital Programs

Attachment A: Marin County Transit District Draft Operating and Capital Budget for FY 2023/24

Attachment B: FY 2023/24 Budget PowerPoint Presentation



MARIN TRANSIT BUDGET **FY 2023/24**

draft

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Marin Transit Budget Overview

The Marin County Transit District (Marin Transit) provides local transit service within Marin County. Marin Transit provides 2.8 million unlinked passenger trips per year and provides over 225,000 revenue hours of service with a fleet of 79 buses. The FY 2023/24 expenditure budget for operations and capital projects is \$58.3 million (Table 1). The FY2023/24 budget allows for a fully funded Emergency Reserve of two months of operating expenses, a Contingency Reserve of four months of operating expenses, and a Capital Reserve of \$12.0 million. The structural and financial uncertainties resulting from the COVID-19 pandemic have lessened, but the budget reflects the significant revenue fluctuations due to the temporary influx of federal relief funds and revenue adjustments from both over- and under-projections of sales tax revenues in prior years.

Marin Transit retained and recovered ridership during the pandemic at a higher rate than peer agencies. Currently, fixed route ridership is at approximately 90% of pre-COVID levels. Ridership on ADA Paratransit and other Marin Access programs has recovered more slowly, and the budget includes operations to serve 60% of pre-pandemic paratransit ridership. After two years of greater than 5% inflation and sustained labor shortages, the District is experiencing higher purchased transportation costs and challenges maintaining service quality. Marin Transit is implementing service changes effective June 2023 that include a minor reduction in fixed route service designed to increase service reliability (not to reduce costs). The changes are designed to reduce the peak vehicle and driver requirements to reduce missed service. Marin Transit is also reviewing all Marin Access programs focused on older adults and people with disabilities to make changes to reflect post-pandemic rider needs, service reliability, and cost effectiveness.

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Marin Transit delivers services through contract operators, including Golden Gate Bridge, Highway & Transportation District (GGBHTD); Marin Airporth; and Transdev. Marin Transit's Short Range Transit Plan (SRTP) is the primary service and financial planning document for the District and includes ten years of financial projections for operations and capital programs. The FY2023/24 Budget is developed from adopted SRTP service and financial projections. The District's Board adopted the most recent full SRTP on February 3, 2020 and a "mini" SRTP update on December 5, 2022.

Budget Process and Timeline

The budget process begins in late February with a review of District- and program-level goals and objectives with finance, operations, and planning staff. This year, the Board heard presentations for the SRTP update and service planning that informed the FY2023/24 Budget. These presentations were made at public meetings of the Board and public comments were received and recorded. Staff then held internal meetings focused on each program area. The Director of Finance compiled all the program data and developed a draft budget for presentation to the Board of Directors' May meeting. If needed, staff will make changes to the draft budget based on Board input, and the Board will consider adoption of the final budget at their June meeting.

The following is the timeline for fiscal year July 1, 2023 to June 30, 2024 (FY2023/24) budget development:

- February 15, 2023 – Budget kick-off meeting
- February-April 2023 – Program level budget meetings
- May 1, 2023 – Draft budget presented to Board of Directors
- June 5, 2023 – Adoption of Final budget

Relevant Financial Policies

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

Basis of Accounting

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

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

Annual Budget Adoption

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

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

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

Budget Amendment

Budget control occurs at the program level. Programs budgets are: Administration, Local, Yellow bus, rural, Marin Access, and Capital. Deviations from budgeted line-item amounts are acceptable if the total expenses at the Program Budget level area do not exceed the budget authority.

Mid-year budget transfers between program budgets require General Manager approval and must be made such that total budget expenditures are not exceeded.

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

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

Reserve Policy

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

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

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

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

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

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

Indirect Costs

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

District Fund Balance

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

Marin Transit was in a strong financial position before the COVID-19 pandemic and had the resources to maintain services throughout the pandemic even when future revenue sources were uncertain. Federal relief funds allowed Marin Transit to continue to have a balanced budget during the COVID-19 pandemic and to back fill for drops in fare revenue, and state operations revenue. Marin Transit's largest challenge is ownership of sufficient property to allow for the future charging and maintenance of electric vehicles required under the District's Zero Emission Bus Rollout Plan, in accordance with state mandates. The lack of a parking and maintenance facility also impacts the ability of the District to attract contractors and negotiate cost competitive contracts with service providers, posing a risk of ongoing increases in contract costs. With healthy reserves and stable property tax and sales tax revenues, Marin Transit continues to be in a stable financial position for the next five years. There are larger financial uncertainties in the 10-year projections, especially if the need for a facility is not resolved.

Marin Transit's FY2023/24 budget includes the expenditure of \$1.1 million in Capital Reserve funds (table 1) on facility projects. There is a net decrease in the District's reserve of \$431,177, and after increasing the operations reserves to the approved levels, the Capital Reserve decreases to \$11.1 million.

Local Sales Tax – Measure A and Measure AA

On November 6, 2018, Marin County voters passed Measure AA, a renewal to the county's ½-cent transportation sales tax and new expenditure plan. The first ½-cent sales transportation sales tax (Measure A) was a 20-year measure passed in 2004 and FY2024/25 would have been the last year of the sales tax. The renewal measure (Measure AA) is a 30-year extension effective April 2019. Local sales tax funding provides approximately 40% of Marin Transit's operating revenues. The sales tax also provides a share of capital funds needed to match federal and state grants for vehicles.

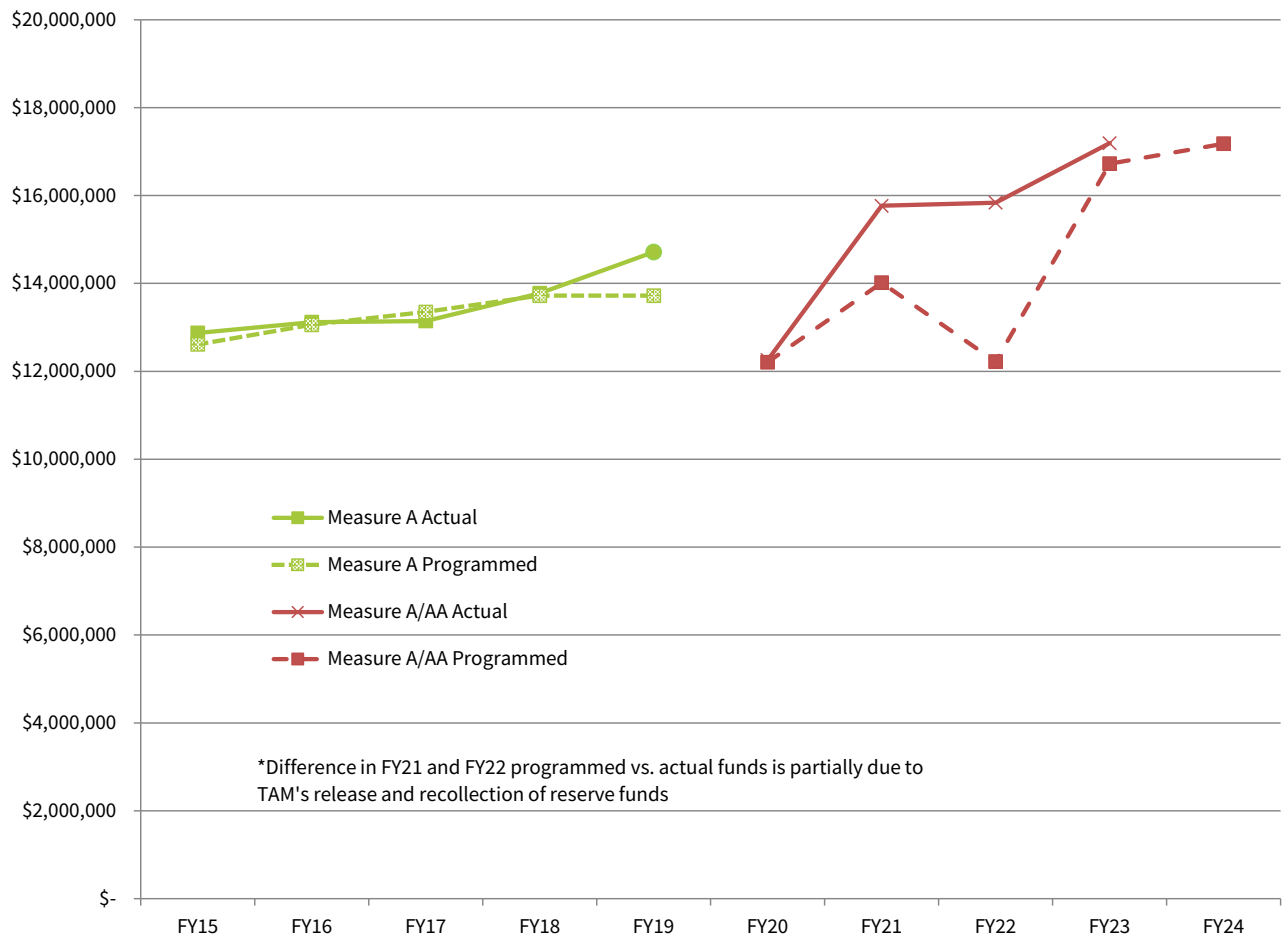
The new sales tax expenditure plan reflects the needs of Marin County and projects that were completed under Measure A. The voter-approved Measure AA expenditure plan continues to prioritize local transit with 55% of allocated sales tax revenues going to local transit. The Measure AA expenditure plan changed the sub-strategies and their allocations within the overall transit strategy compared to Measure A, including committing funding to school transportation and ferry access and reducing funding for Bus Transit Facilities. TAM allocates funds to Marin Transit by five sub-strategies specified in the overall transit strategy in the expenditure plan: Capital investment, Special Needs, Rural Transit, School Transportation, and Local Transit.

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

Marin County saw strong sales tax returns during the pandemic due to the combination of strong sales and the Wayfair decision¹ that increased the collection of sales tax for purchases made online. TAM is projecting much slower growth in sales tax revenue for FY2023/24 (0.5%) as the economy slows, but due to sales tax growth exceeding projections in the prior year, Marin Transit's available allocations still increase 2.7%.

¹ California Assembly Bill No. (AB) 147 (April 25, 2019) required retailers located outside of California to register with the California Department of Tax and Fee Administration (CDTFA) and collect California use tax. Source: <https://www.cdtfa.ca.gov/industry/wayfair.htm>

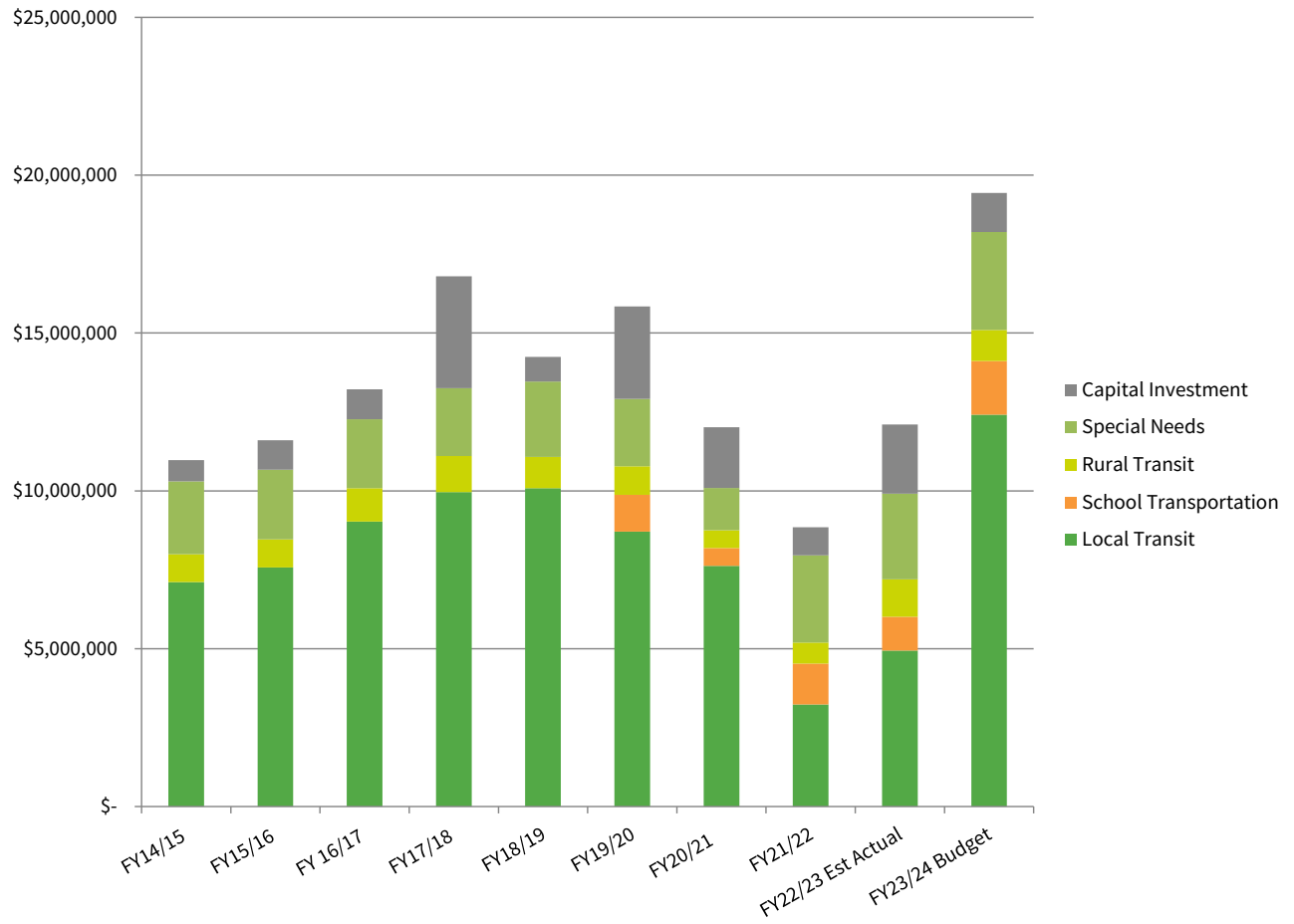
Figure 1: Ten-Year Measure A/AA Transit Funds by Fiscal Year (TAM Projection & Actual Receipts)



The District's actual expenditure of Measure A/AA revenue varies due to capital replacement cycles and the availability of other grant funds in a particular year (Figure 2). During the pandemic, Marin Transit need less sales tax funding for operations due to the availability of federal relief funds for operations. In FY2023/24 the expenditure of Measure AA funds increases significantly and is consistent with the historic trend line (Figure 2).

In any given year, unclaimed Measure A/AA revenue is available for TAM to allocate to Marin Transit in future years. Based on the FY2022/23 estimated actuals and the draft FY2023/24 allocations requests, Marin Transit will have an estimated carryover of \$13.7 million in Local Service subcategory, \$770,000 in Schools subcategory, and \$1.6 million in Special Needs (Marin Access). TAM holds these unallocated funds, and they are not included in Marin Transit's Emergency or Contingency Reserve funds. Instead, Marin Transit programs these funds in the ten-year operation and capital financial forecasts in the adopted SRTP.

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



Operations Budget

Marin Transit's FY2023/24 operations budget provides for operation of the following services:

Service	Revenue Hours
Local Basic and Local Trunkline	121,000 revenue hours
Local Connector (Community Shuttles)	39,700 revenue hours
Supplemental School and Partnership	1,725 revenue hours
Muir Woods Shuttle	6,500 revenue hours
Novato Dial-A-Ride	1,400 revenue hours
Yellow School Bus Service	4 buses
West Marin Stagecoach Service	16,500 revenue hours
Rural Dial-A-Ride Service	400 revenue hours
Local Paratransit Service	36,000 revenue hours
Regional Paratransit Service	5,000 revenue hours
Catch-A-Ride	4,000 trips
Volunteer Driver	9,500 trips
Transit Connect	6,500 revenue hours

The operating expense budget of \$43.2 million is a six percent increase over the FY2022/23 budget and provides for a similar level of fixed route service, increased paratransit service and increased purchased transportation and fuel expenses.

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

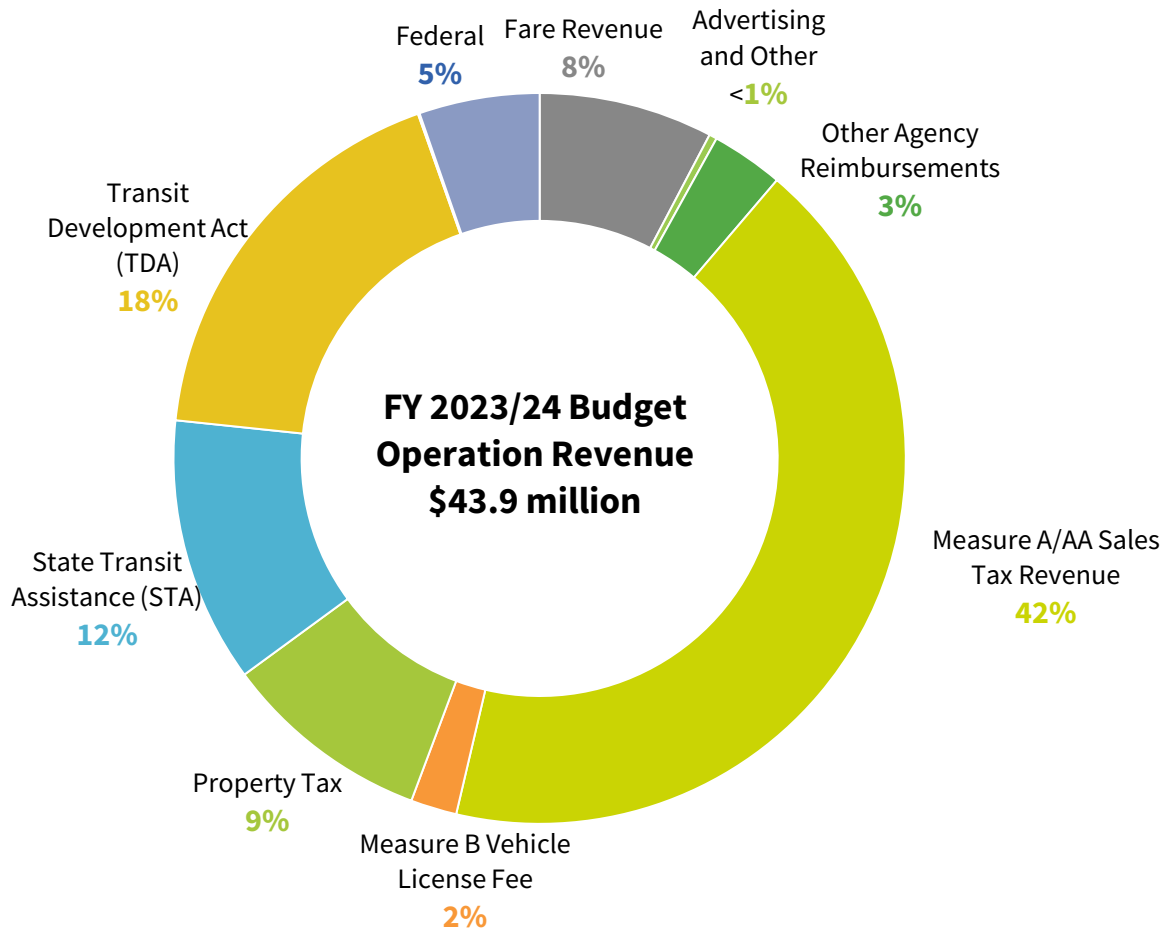
	FY2021/22 Actual	FY2022/23 Revised Budget	FY 2022/23 Estimated Actual	FY 2023/24 Draft Budget	% Δ From FY2023 Budget
Revenue					
Fare Revenue	2,931,085	3,246,145	3,305,308	3,376,363	4%
Advertising & Other Revenue	553,176	203,500	246,899	60,000	-71%
Reimbursements (GGBHTD)	1,622,415	1,538,331	1,342,906	1,403,980	-9%
Interest	3,027	25,700	112,888	90,700	253%
Measure A/AA	7,956,597	13,521,355	9,336,125	18,646,585	38%
Measure B	808,354	950,000	850,651	895,000	-6%
Property Taxes	5,341,685	5,245,000	5,577,241	5,682,781	8%
Development Fees	62,935	44,100	74,291	67,500	53%
State Transit Assistance (STA)	2,601,124	3,012,985	3,029,698	5,158,794	71%
Transportation Development Act (TDA)	6,565,228	11,411,858	11,411,858	7,881,923	-31%
Other State	32,156	32,300	19,954	32,300	0%
FTA Funds	8,115,859	4,925,943	5,665,937	1,681,360	-66%
National Park Service	290,824	564,914	581,670	655,985	16%
Transfers to Capital Budget	(22,206)	(2,450,000)	(2,501,362)	(1,796,134)	-27%
Total Revenue	36,862,259	42,272,131	39,054,064	43,837,137	4%
Expenses					
Salaries and Benefits	2,592,222	3,182,288	2,960,644	3,523,449	11%
Professional Service	397,541	621,484	263,635	654,585	5%
Professional Service- Legal	135,851	150,000	63,465	150,000	0%
Security and Maintenance	381,099	400,564	158,003	272,628	-32%
Customer Service	782,340	672,695	126,842	0	-100%
Mobility Management Support Prgms.	3,942	102,731	15,000	63,113	-39%
Grants to Other Agencies	591,935	525,000	514,606	758,571	44%
Materials and Supplies	318,788	410,191	344,045	401,497	-2%
COVID Cleaning and Supplies	105,550	0	8,008	0	-
General Insurance	88,026	115,000	99,241	122,000	6%
Purchased Transportation	24,814,294	30,495,780	29,021,505	32,971,266	8%
Membership & Prof Development	44,580	85,500	90,703	88,065	3%
Mileage and Travel	5,095	25,000	15,445	25,750	3%
Marketing	56,060	162,620	97,596	167,483	3%
Communication	196,614	248,487	189,273	255,624	3%
Fuel	2,997,168	3,735,285	3,267,622	3,680,990	-1%
Utilities (Facility)	36,723	66,050	44,526	68,032	3%
Vehicle and Vehicle Parking Leases	26,640	26,210	23,589	32,556	24%
Office - Rental and Overhead	149,419	183,960	180,444	189,479	3%
Transfers to Capital Budget	(318,732)	(365,333)	(459,363)	(194,599)	-47%
Total Expenses	33,405,155	40,843,512	37,024,829	43,230,489	6%
Net Revenue Over Expenditures	3,457,104	1,428,619	2,029,235	606,648	

District Revenue

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

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

Figure 3: Revenue Sources for FY 2023/24 Budget



To develop revenue projections for the FY 2023/24 budget, staff referred to Metropolitan Transportation Commission (MTC) revenue projections for STA and TDA, used TAM's allocation numbers for Measure AA, and reviewed recent economic indicators. As discussed in the Measure A/AA section, Marin County sales tax growth is expected to slow due the economic slowdown. Similar to Measure AA, state funding based on sales tax (state Transportation Development Act funds (TDA) is projected to grow less than 1%. In contrast, actual available funds from Measure AA and STA are significantly higher due to conservative projections last year that have created carryforward funds.

Revenue Variances

All budgeted revenues that have changed more than \$100,000 and more than 10% compared to the prior year's budget are listed in Table 3 and are described below.

Table 3: Revenue Variances in Operations Budget (>\$100,000 and >10% compared prior year budget)

Revenue Category	FY 2023/24 Budget	Variance from Prior Year Budget		Notes
		Amount (\$)	%	
Advertising & Other Revenue	\$203,500	(\$143,500)	-71%	Reduction in revenue from a drop in Rush Landing rental revenue and drop in revenue sharing in new GGBHTD contract.
Measure A/AA	\$18,646,585	\$5,125,230	+38%	Federal relief funding expended in prior year reduced the local sales tax expenditures.
State Transit Assistance	\$5,158,794	\$2,145,809	+71%	Increased expenditure of State funds combined with increased allocation amount from carryforward funding.
Transportation Development Act	\$7,881,923	(\$3,529,935)	-31%	Prior year revenue included significant carryforward funds due to actual allocations significantly exceeding projections.
FTA Funds	\$1,681,360	(\$3,244,583)	-66%	No additional federal relief funds.

Advertising & Other Revenue includes advertising and leasing revenue from District-owned properties and through the GGBHTD agreement. The new GGBHTD contract, effective last fiscal year, removed most of the shared advertising and rental revenue. Marin Transit will continue to receive revenue from advertisements on District vehicles.

The expenditure of Measure A/AA revenue increases in the FY2023/24 by \$5,125,230 (+38%). The increase is due due to an increased need for local funds for operations since federal relief funds have been fully expanded. While the annual increase is significant, the expenditure is more consistent with the historical trend line.

State Transit Assistance Funds (STA) funds are allocated in accordance with state statute where 50% is based on (a) locally generated revenue expended on transit operations (revenue-based) and 50% is based on (b) the population of the County (population-based). The three eligible transit operators in Marin County – Marin Transit, GGBHTD, and SMART – signed an agreement in FY 2017/18 to split population funds based on ridership and service provided to address MTC's new STA Population-Based Policy (MTC Resolution 4321). Marin Transit's share of population-based funds has increased post-pandemic due to the

higher retention of passengers and service during the pandemic than other operators. For FY2023/24 the District's share is 59%, compared to 40% pre-pandemic. The 19% increase is equivalent to \$690,000. The budget includes the expenditure of \$2.5 million of revenue-based STA funds based on operations needs and will have a reserve of \$2.1 million in revenue-based funds.

Transportation Development Act (TDA) funding is generated from sales tax which is projected to have almost no growth in FY2023/24. The drop in budgeted TDA revenue is due to the MTC FY2022/23 revenue estimate for Marin County being too high and creating a negative program balance that reduces the FY2023/24 allocation.

The District has no remaining federal relief funding for operations resulting in a drop of \$3.2 in the operations budget. The remaining federal funds in the operations budget are FTA Section 5307 funding for paratransit, FTA Section 5311 funding for rural operations (Stagecoach) and National Park Funds for the operations of the Muir Woods Shuttle.

District Expenses

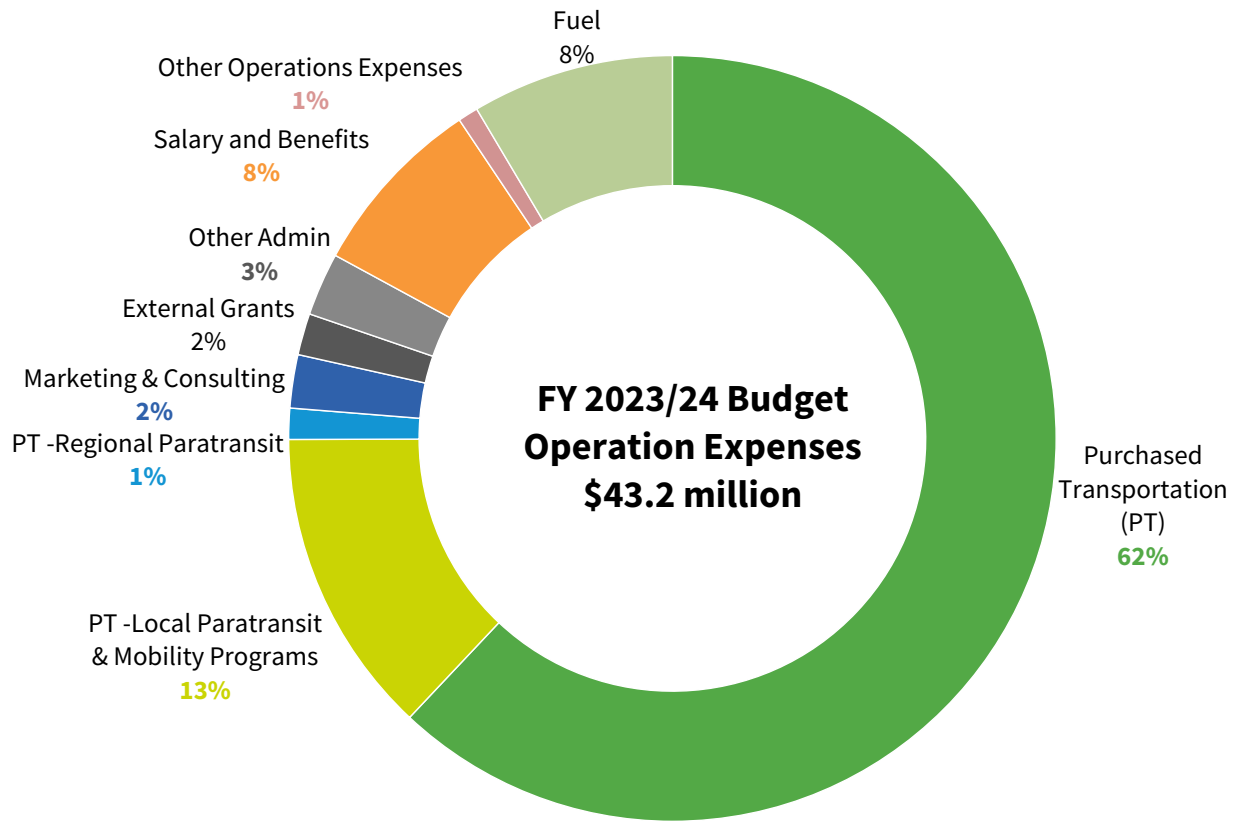
Marin Transit provides local transit service through purchased transportation contracts. Under this structure, the majority of district operations expenses (Figure 4) are for contract service operation (75%) and associated fuel (8%) and other operations expenses (5%). The contract service operations budget includes local paratransit, regional paratransit and fixed route purchased transportation.

The following sections discuss information and trends on general agency costs including staffing, consulting, fuel, and marketing. More detailed operations and service costs are discussed in later sections that correspond to the District's program areas: Local Service, Yellow Bus, Rural Service, and Marin Access. The District's operations budget is 6% higher than the FY2022/23 budget reflecting high inflation and the labor shortage which are causing increasing purchased transportation costs in order to maintain service quality. Specific budget categories with variances greater than \$100,000 and more than 10% are summarized in Table 4.

Table 4: Expense Variances in Operations Budget (>\$100,000 and >10% compared to prior year budget)

Expense Category	FY 2023/24 Budget	Variance from Prior Year Budget		Notes
		Amount (\$)	%	
Salaries and Benefits	\$3,523,449	\$341,161	11%	Increased budget to account for inflation, merit-based salary increases and promotions, and increased costs for benefits.
Security and Maintenance	\$272,628	(\$127,936)	-32%	Direct payment for the San Rafael Transit Center was moved to purchased transportation in the new GGBHTD service contract, bus stop maintenance costs were moved to this budget from the capital budget.
Customer Service	\$0	(\$672,695)	-100%	Direct payment for customer service costs was moved to purchased transportation in the new GGBHTD service contract.
Grant to Other Agencies	\$758,571	\$233,571	44%	Increased grants of Measure AA funding to County yellow bus programs
Purchased Transportation	\$32,971,266	\$2,475,486	8%	Increased rates 5-15%, offset by lower budgeted paratransit hours

Figure 4: Operations Expenses for FY 2023/24 Budget



Staffing

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

The FY2022/23 budget maintains the staff level of 19.2 Full Time Equivalents (Table 5) with an estimated 5% vacancy rate to account for vacant positions.

Based on the District's employment framework, the top and bottom of the salary ranges for each classification can be increased by the consumer price index (CPI)² as of February of each year. This past year, the region had a second year of significant inflation. CPI increased by 5.3% in February and salary

² Bay Area CPI February 2023– 5.3%, bls.gov

bands will be increased accordingly. Marin Transit has a merit-based salary framework and there are no guaranteed cost of living increases. The budget includes capacity to account for inflation and for merit-based adjustments and promotions.

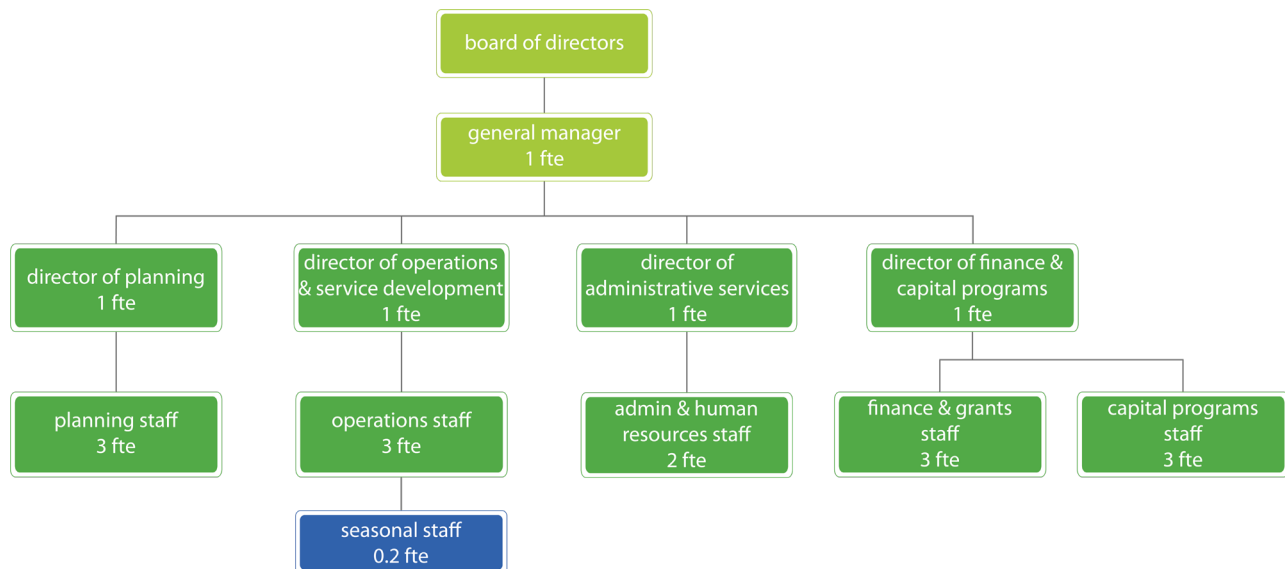
Benefit costs have been rising faster than salaries based on both the increase in health care rates (6% in 2023) and increased usage of sick leave. The budget for benefits in FY2023/24 is 12% higher than the prior year. Staff has reviewed sick time trends and identified a general increase in illnesses since the pandemic and a maturing staff that has increased needs to care for sick family members. Health care premiums are set on a calendar year and there is some capacity in the budget to accommodate benefit rate adjustments in January 2024.

Accounting for merit-based salary increase and the increased benefit costs and usage, the FY2023/24 salary and benefits budget increases 11% compared to the prior year budget.

Table 5: Personnel Counts (FTE)

	FY 2021/22	FY 2022/23	FY2023/24
Budget	17.4	19.2	19.2
Actual	15.5	16.6 (estimate)	

Figure 5: Marin Transit FY 2023/24 Organization Structure



Fuel

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

Fuel prices are known to be volatile, and Marin Transit's budget includes capacity for price fluctuations. After diesel prices increased 80% in FY2021/22, prices started declining again in July 2022. Current prices

have come down from the peak and there are signs the market is normalizing but prices remain high. The total budget for fuel is lower due to a reduction in the paratransit fuel budget to reflect lower post-pandemic service levels, but the fixed route fuel budgets allow for 5% increase in fuel prices in FY2023/24. A more detailed review of District fueling and price trends was presented at the March 6, 2023 Board of Directors meeting.

The budget also includes electric power costs for the District's electric buses. Marin Transit owns six electric vehicles. Two are charged at the GGBHTD Anderson Drive facility and four are charged at Marin Transit's Rush Landing yard. The budget includes \$3,000 per month for electrical power to charge each vehicle.

Administration

Expenses in the administration budget include: staff salaries and benefits, audit fees, insurance, travel costs, professional development expenses, office rental, and other associated costs. The administration budget (Table 6) includes revenues and expenses shared by all program areas. While these items are budgeted and recorded under administration, expenses are allocated to the program budgets based on a program's resource usage (i.e., billed staff time). This enables Marin Transit to track the full cost of programs.

For FY2023/24, there is an overall increase of 6% in expense in the administration budget. The Salaries budget increased 4% while the Benefits budget increased 22% (see staffing, page 17). The Consulting Services budget increased to allow for additional legal support and the budget for Insurance also increased 6% to accommodate anticipated increases in rates.

Table 6: Administration Budget

GL Code	GL Description	FY 2022 Actual	FY2023 Budget-Revised	FY2023 Estimated Actuals	FY2024 Budget	% Δ From FY2023 Budget
Revenue						
4070400	Interest	3,027	25,700	112,888	90,700	253%
4079950	Development Fees	27,505	24,100	32,853	27,500	14%
4079954	Residual ABX 126	35,430	20,000	41,438	40,000	100%
4080101	PropTax-CurrntSecured	4,553,967	4,676,000	4,860,938	5,006,731	7%
4080102	County Fee-Admin Basic Tax	(59,808)	(65,000)	(62,795)	(66,950)	3%
4080103	Property Tax-Unitary	45,468	40,000	43,000	45,000	13%
4080104	PropTax-CurrntUnSecur	83,978	82,500	84,000	85,000	3%
4080105	Educ Rev Augm Fund-Redist	551,990	420,000	538,686	500,000	19%
4080106	PropTax-Supp CY SECR	155,358	85,000	100,000	100,000	18%
4080107	PropTax-Supp Unsecured	3,396	1,500	4,710	4,000	167%
4080108	PropTax-Redemption	2,559	2,000	3,202	3,500	75%
4080109	Property Tax-Prior Unsecured	4,777	3,000	5,500	5,500	83%
4089901	Other Federal	153	150	152	150	0%
4119940	Other State	216	300	413	300	0%
Subtotal Revenue		5,408,016	5,315,250	5,764,985	5,841,431	10%
4700001	Property Tax Transfer	(1,343,479)	(3,633,135)	(3,313,187)	(4,413,134)	21%
Net Revenue		4,064,537	1,682,115	2,451,798	1,428,297	-15%
Expense						
5010200	Salaries	1,496,824	2,044,287	1,918,867	2,133,390	4%
5020000	Benefits	1,095,399	1,138,001	1,041,776	1,390,059	22%
5030301	Consultant Services	142,827	212,180	106,820	225,000	6%
5030304	Prof Svcs - Legal	135,851	150,000	58,335	150,000	0%
5030305	Prof Svcs - Audit	39,867	45,000	40,000	37,000	-18%
5049901	Office Supplies	7,099	13,800	6,360	14,200	3%
5049902	Small Furn/Equip	7,001	10,600	3,346	10,000	-6%
5049903	Software Maintenance	93,898	92,700	92,500	95,000	2%
5049904	Copier Suppl & Svc	7,903	10,300	7,258	10,000	-3%
5049905	Postage	1,124	3,500	1,700	3,500	0%
5049906	Computers	15,931	22,800	21,000	23,000	1%
5049911	COVID-Supplies and Cleaning	2,704	-	590	-	-
5050201	Communication - Phone	38,574	35,600	29,186	36,350	2%
5060301	Insurance	88,026	115,000	99,241	122,000	6%
5090101	Memberships & Prof Dev.	44,580	85,500	90,703	88,065	3%
5090202	Mileage and Travel	5,095	25,000	15,445	25,750	3%
5090801	Marketing	5,440	14,000	6,500	14,420	3%
5121200	Office Rental ¹	149,419	183,960	180,444	189,479	3%
Subtotal Expense		3,377,562	4,202,228	3,720,071	4,567,213	9%
5100100	Salary/Benefit Transfers	(2,263,258)	(3,018,952)	(2,595,056)	(3,117,902)	3%
5100101	Transfer Overhead	(496,732)	(627,881)	(613,342)	(592,663)	-6%
Net Expense		617,572	555,395	511,673	856,648	54%
Notes: 1) Office Lease expenditures are from right to use asset based on GASB 87						

Local Service

The local service budget (Table 8) includes all revenues and expenses related to the provision of fixed route service and dial-a-ride services available to the general public, excluding rural service. Major programs in the local service budget include local fixed route, Community Shuttle service, supplemental school, Muir Woods seasonal shuttle, and Novato Dial-A-Ride. Other major expenses in the local service budget include consultant services for stop-level ride checks, service contract audits and reviews, communications, marketing, and staff time for contract oversight. This budget also includes costs and revenues for special projects such as the youth pass and Homeward Bound tickets.

The local service budget for FY 2023/24 is \$30.3 million (Table 8). It represents a 7% increase over the prior year revised budget and provides a slightly lower level of service than the prior year (~3%). Fixed route ridership is projected at 90% of pre-COVID levels. Marin Transit is implementing service adjustments in June 2023 to reflect ridership changes from the pandemic and reduced peak-hour resource needs to minimize missed trips and improve service quality.

Services are operated under contract to Marin Airporter (Local Basic, Community Shuttles, Supplemental School), and Transdev (Novato Dial-A-Ride). Local Basic and Trunkline services are also operated through an intra-agency agreement with the GGBHTD. A new simplified agreement went into effect October 1, 2022. The purchase transportation contract with Marin Airporter was extended through June 30, 2024. Purchased transportation costs have increased significantly to accommodate higher operator wages and increased rates under the GGBHTD interagency agreement. Hourly rates for services are shown in Table 7.

Table 7: Local Budget Service Levels

Service Type	FY 2023/24 Budgeted Service (Rev Hrs)	Average Contract Cost Per Hour (without fuel)	Notes
Local Basic and Trunkline	121,000	\$140.27	Service provided by two contractors; blended contract rate increases 4% over prior year
Community Shuttles	39,700	\$126.21	Contract rate increases 12%
Supplemental School and Partnership	1,750	\$126.21	Some services shifted to local service
Muir Woods Shuttle	6,300	\$200.00	Pending new contract
Novato Dial-A-Ride	2,400	\$100.90	Currently operated by paratransit contractor; recommended for cancellation, pending board approval.

Local service is funded with a combination of fare revenue, advertising revenue, Measure A/AA local sales tax funds, Transportation Development Act (TDA), State Transit Assistance (STA), and federal grants. Measure AA sales tax funds in the local budget include both sub-strategy 4.1 - *Local Bus* funding and sub-strategy 4.4 - *School Service* funds for providing supplemental school service to middle and high schools. Total Measure AA local sales tax revenues budgeted for local service are \$13.3 million and includes

expenditure of \$2.4 million in carryforward funds. Measure AA funding is 45% of budgeted revenues for local service and critical for maintaining operations.

As discussed in prior sections, due to under and over projections of prior year funds combined with the end of federal relief funds there are large swings in operations revenue sources. TDA is 31% lower than the prior year, STA funds are 73% higher, and budgeted Measure AA revenues are 102% higher.

Fare revenues are budgeted based on ridership and average fare per passenger. FY2021/22 ridership is expected to be 90% of pre-pandemic levels. Marin Transit provides two major fare subsidy programs that reduce fare revenue. These are the youth pass program which provides free fixed route transit to low-income youth and Homeward Bound that provides free fixed route transit to people participating in County programs. The low-income youth fare program is budgeted to distribute \$500,000 in free fares and Measure B funds up to \$80,000 in free fares through the Homeward Bound program.

Figure 6: Local Revenue Service Hours by Program

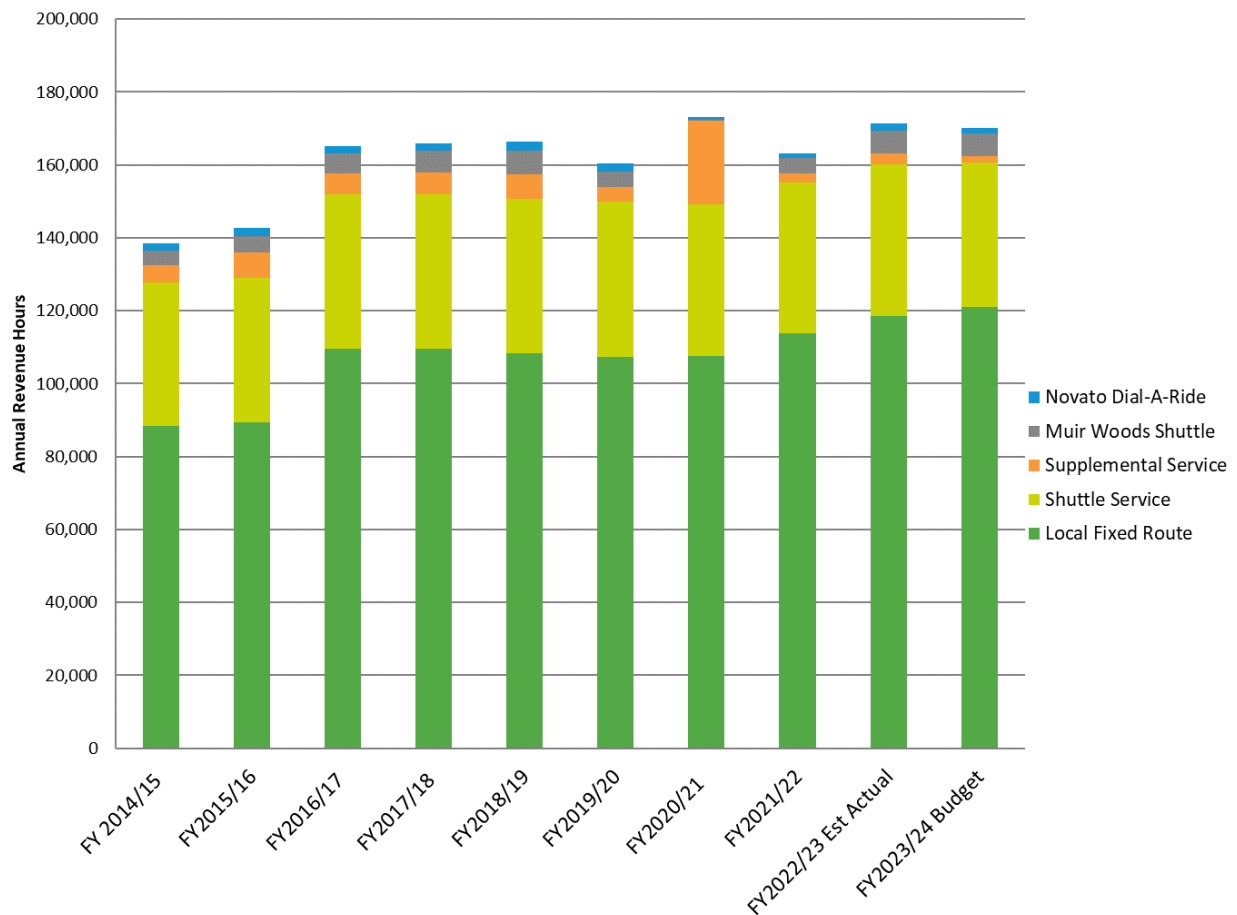


Figure 7: Local Passenger Trips by Program

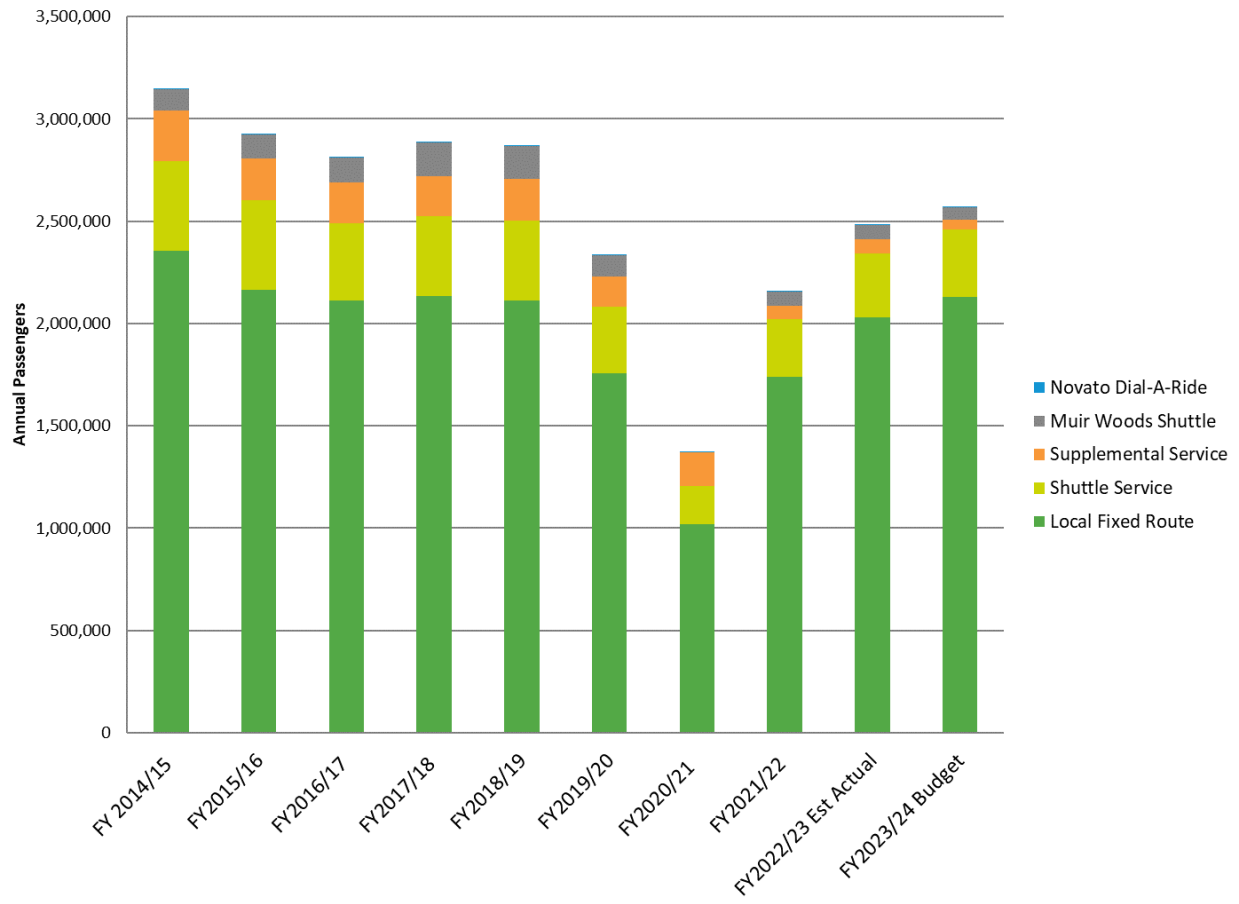


Table 8: Local Service Budget

GL Code	GL Description	FY 2022 Actual	FY2023 Budget-Revised	FY2023 Estimated Actuals	FY2024 Budget	% Δ From FY 2023 Budget
Revenue						
4060301	Advertising Revenue	232,513	83,500	153,710	60,000	-28%
4070301	Lease of Property	320,663	120,000	93,189	0	-100%
4090101	Local Government Payments	0	0	20,000	0	-
4092001	Measure A Sales Tax	0	680,000	680,000	712,006	5%
4092005	Measure AA Sales Tax	3,709,895	6,309,950	4,017,306	12,768,830	102%
4110101	State Transit Assistance (STA)	2,541,124	2,952,985	2,969,698	5,098,794	73%
4110102	Transit Development Act (TDA)	6,565,228	11,411,858	11,411,858	7,881,923	-31%
4119911	State SREC Credits	13,528	16,000	7,541	16,000	0%
4139910	Fed-FTA 5307	0	0	484,000	40,400	-
4139912	Fed-FTA 5307 Relief Funds	6,654,814	3,589,000	3,589,664	0	-100%
4139951	National Park Service	290,671	564,764	581,518	655,835	16%
4140100	Fare Revenue	1,762,474	1,812,000	2,091,539	2,089,000	15%
4020000	Special Fares - Paid by Ext Agency	437,028	561,475	527,490	566,783	1%
Subtotal Revenue		22,527,938	28,101,532	26,627,513	29,889,571	6%
4700001	Property Tax Transfer	200,441	128,135	10,000	320,000	150%
4700002	Program Revenue Transfer	44,431	80,000	72,000	80,000	0%
Total Revenue		22,772,810	28,309,667	26,709,513	30,289,571	7%
Expense						
5030301	Consultant Services	98,603	216,300	61,392	260,000	20%
5030310	Fare Processing Charges	21,821	22,000	19,212	22,660	3%
5030320	Customer Service	584,338	600,000	126,842	0	-100%
5030501	Bus Stop Maintenance	0	0	0	160,000	-
5030602	Custodial Service	40,325	71,190	51,138	81,490	14%
5030701	Security Services	294,721	303,298	85,000	0	-100%
5040101	Fuel	2,070,224	2,384,564	2,368,028	2,544,693	7%
5040160	Electrical Power	61,579	210,000	116,396	216,300	3%
5040180	Utilities (facility)	26,160	36,050	32,528	37,132	3%
5049902	Small Equipment	11,560	10,000	9,753	10,300	3%
5049904	Software	41,874	47,058	60,027	62,500	33%
5049911	COVID-19 Supplies and Cleaning	69,568	0	262	0	-
5050205	Communication	107,927	152,852	110,473	157,888	3%
5080101	Purchased Transportation	17,518,227	21,779,865	21,403,062	23,940,053	10%
5090801	Marketing	32,612	92,520	83,281	95,295	3%
Subtotal Expense		20,979,539	25,925,697	24,527,394	27,588,311	6%
5100100	Salary/Benefit Transfers	1,488,314	2,021,712	1,797,747	2,325,271	15%
5100101	Overhead Transfer	304,955	346,259	388,853	375,989	9%
Total Expense		22,772,808	28,293,668	26,713,994	30,289,571	7%

Yellow Bus Service

Marin Transit strives to provide fixed route service to high schools in the urbanized areas of Marin County, but recognizes that school transportation for younger students, and in rural areas, is often more appropriate for yellow school bus service. Measure AA designated local sales tax resources to help fund yellow bus services. The FY2023/24 budget (Table 9) includes revenue and expenses associated with the operations of the following components to support yellow bus service:

- (A) Operation of the Ross Valley yellow bus program at pre-pandemic services levels;
- (B) Distribution of Measure AA funding to existing eligible Marin County Yellow Bus Programs; and
- (C) General staffing support for the development of yellow bus services in Marin County.

(A) Management of the Ross Valley yellow bus program - In FY 2023/24 Marin Transit will continue to manage operations, service contracts, and pass sales for four yellow buses serving Ross Valley schools. Annually, Marin Transit makes several assumptions to develop the budget and price the passes for the upcoming school year and presents a draft and final budget to the Ross Valley Yellow School Bus program Joint Exercise of Powers Authority (JEPA) for its review and approval. These assumptions may need to be adjusted as additional information on service levels, pass prices and contributions from other local agency partners such as the County of Marin, the Town of San Anselmo, and the Town of Fairfax are finalized.

(B) Distribution of Measure AA funding to existing Marin County yellow bus programs - With the passage of Measure AA, a new sub-strategy for school transportation was established. After an initial three-year distribution program, the Marin Transit Board adopted guidelines for a second three-year program at the April 2022 board meeting and the FY2023/24 distribution amounts will be brought to the May 2023 board meeting. The FY2023/24 distribution of \$1.1 million is a 2.59% increase in the base funding due to the growth in sales tax allocations and a distribution of an additional \$333,421, or 1/3 of the carryforward balance in Measure AA school funds. The allocations will be made to following school districts:

- Reed Union/Cove
- Ross Valley
- San Rafael School District
- Miller Creek
- Sausalito/Marin City

(C) General staffing support for the development of yellow bus service in Marin County- Marin Transit will continue to document need, facilitate and provide planning support for new service, and help develop and sustain yellow bus service in Marin County. This includes activities paid for by the Tiburon Peninsula Traffic Relief JPA to support the Reed Union School District bus program, shown as Local Government Payment.

Table 9: Yellow School Bus Service Budget

GL Code	GL Description	FY 2022 Actual	FY2023 Budget- Revised	FY2023 Estimated Actuals	FY2024 Budget	% Δ From FY 2023 Budget
Revenue						
4030000	Fares- Paid By Other Agency	151,000	171,000	171,000	171,000	0%
4090101	Local Government Payments	46,112	24,840	30,552	18,416	-26%
4092005	Measure AA Sales Tax	814,883	750,000	739,750	1,073,171	43%
4140105	Fare Revenue - Yellow Bus	277,307	282,000	282,818	297,460	5%
Subtotal Revenue		1,289,302	1,227,840	1,224,120	1,560,047	27%
Expense						
5030301	Consultant Services	3,420	5,000	2,212	4,000	-20%
5030310	Fare Processing Charges	10,206	19,786	20,000	9,143	-54%
5030602	Custodial Service	1,767	2,076	1,684	2,138	3%
5049902	Small Furn/Equip	15	500	0	0	-100%
5049903	Software	978	1,500	670	1,000	-33%
5080103	Yellow Bus School Service	573,174	597,900	539,692	753,840	26%
5090801	Marketing	0	500	0	500	0%
5098050	Grants to Yellow Bus Program	591,935	525,000	514,606	758,571	44%
5120401	Leases and Rentals	26,640	26,210	23,589	32,556	24%
Subtotal Expense		1,208,135	1,178,472	1,102,453	1,561,748	33%
5100100	Salary/Benefit Transfers	60,141	59,297	23,114	27,599	-53%
5100101	Transfer Overhead	12,323	19,005	5,000	8,176	-57%
Total Expenses		1,280,599	1,256,774	1,130,567	1,597,523	27%

Rural Service

Rural service is operated as the West Marin Stagecoach (Stagecoach) and includes northern Route 68, southern Route 61, and the rural Dial-A-Ride program. The West Marin Stagecoach, Routes 68 and 61, will be operated by Marin Airporth starting July 1, 2023. The rural Dial-A-Ride service is operated by Marin Transit's paratransit contractor, Transdev.

Since Rural service provides lifeline connections to rural communities, these services continued to operate throughout the COVID-19 pandemic. Marin Transit temporarily added 1,050 service hours to Route 61 to address overcrowding due to capacity limits in FY2021/22. Service levels are now back to the pre-COVID level of 16,500 revenue hours per year (Table 10, Figure 8).

Figure 8: Rural Service Level and Ridership Trends

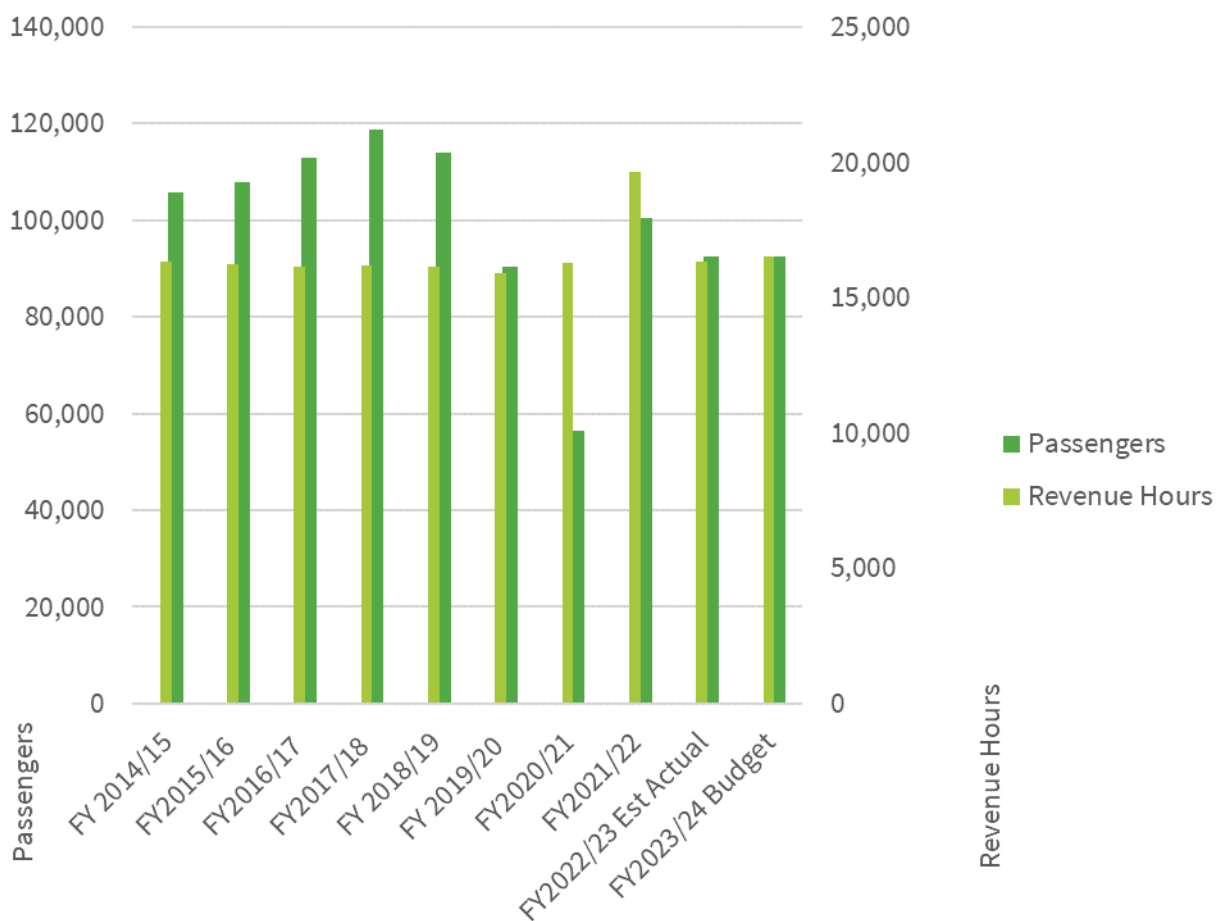


Table 10: Rural Budget Service Levels

Service Type	Service Level (Revenue Hours)	Contract Cost Per Hour (without fuel)	Notes
West Marin Stagecoach	16,500	\$103.59	No changes to service level.
Rural Dial-A-Ride	400	\$134.33	Continue service twice a month between Point Reyes and Novato and weekly between Dillon Beach/Tomales and Petaluma; service recommended to increase pending board approval.

The rural service budget (Table 11) includes contract service operations, marketing, fuel, communications, and Marin Transit staff expenses. Rural service is funded with a combination of local sales tax funds and Federal Transit Administration (FTA) Section 5311 rural funding. Marin Transit receives 3% of the County Measure AA local sales tax funds for Rural service. There are no longer carryforward Measure AA funds for rural service and additional property tax funding will be used fund the rural operations.

Table 11: Rural Service Budget

GL Code	GL Description	FY 2022 Actual	FY2023 Budget- Revised	FY2023 Estimated Actuals	FY2024 Budget	% Δ from FY2023 Budget
Revenue						
4092001	Measure A Sales Tax	0	325,387	55,080	57,672	-82%
4092005	Measure AA Sales Tax	664,630	1,131,141	1,131,141	926,812	-18%
4139920	Fed-FTA 5311 Rural	228,695	297,303	297,303	303,249	2%
4139951	Fed-FTA 5311 Relief Funds	304,048	0	246,000	0	-
4140100	Fare Revenue	84,194	100,706	72,861	81,245	-19%
Subtotal Revenue		1,281,567	1,854,537	1,802,385	1,368,978	-26%
4700001	Property Tax Transfer	1,072,698	600,000	671,825	1,318,000	120%
Total Revenue		2,354,265	2,454,537	2,474,210	2,686,978	9%
Expense						
5030301	Consultant Services	7,059	16,391	12,500	16,000	-2%
5040101	Fuel	367,930	396,468	307,208	322,568	-19%
5040180	Utilities (Facility)	37	0	109	0	-
5049902	Small Equipment	0	5,000	0	5,000	0%
5049911	COVID-19 Supplies and Cleaning	103	0	0	0	-
5050205	Communication-AVL	12,454	15,000	11,824	15,000	0%
5080101	Purchased Transportation	1,843,963	1,814,694	1,964,591	2,111,880	16%
5090801	Marketing	5,379	20,600	7,816	21,218	3%
Subtotal Expense		2,236,925	2,268,153	2,304,048	2,491,666	10%
5100100	Salary/Benefit Transfers	97,385	138,360	121,973	140,938	2%
5100101	Transfer Overhead	19,954	44,345	26,383	41,751	-6%
Total Expenses		2,354,264	2,450,858	2,452,404	2,674,355	9%

Marin Access (Paratransit and Mobility Management)

The Marin Access budget includes Marin Access paratransit services for both local and regional trips and associated costs for fuel, customer service, scheduling and dispatch software, and marketing. The Marin Access budget also includes Marin Transit's Mobility Management programs and services. The purpose of the Mobility Management program is to increase mobility for the County's older adults and those with disabilities in need of transportation services and provide cost effective and improved alternatives to paratransit. The program goes beyond the legal requirements of the Americans with Disabilities Act (ADA) using funding from local Measure B and Measure AA. Demand for and usage of Marin Access programs has not returned to pre-pandemic levels and Marin Transit staff are completing program evaluations and rider outreach to plan for service changes and improvements. These changes will likely be implemented in FY2023/24 and may require budget amendments.

The FY 2023/24 budget for Marin Access (Table 14) is \$7.8 million, a 6% decrease compared to the prior year's budget. The decrease in budget is primarily due to lowering the the estimated level of service for paratransit. Demand in the current year is well under the projected level of 73% of pre-COVID hours. The FY2023/24 budget reduces the projected service levels to 60% of pre-COVID hours which would be a 40% increase over the FY2022/23 estimated actuals (Figure 9). Passengers by program are shown in Figure 10.

Current programs are described below and shown in Table 12:

Marin Access **paratransit service** provides demand-response trips to passengers certified as unable to use the fixed route system either all or some of the time. This includes trips mandated under the federal Americans with Disabilities Act (ADA) as well as trips that go beyond the ADA requirements. This service, and a regional paratransit service managed on behalf of GGBHTD, are operated under a single contract to Transdev. Service is budgeted at 36,000 hours. GGBHTD pays a share of mandated local paratransit based on their share of transit in Marin County (currently 14.63%). The method of calculation was changed in the new GGBHTD service contract and the GGBHTD share was reduced by about 10%. As of FY 2015/16, GGBHTD directly reports the ridership, fares, and costs associated with their share of paratransit to the National Transit Database (NTD) and the State Controller's Office.

The **Connect pilot program** provides same-day, accessible, general public, on-demand services in a limited-service area along the Highway 101 corridor within 2.5 miles of SMART stations. The program provides one accessible van on weekdays that is operated by the paratransit contractor and scheduled and dispatched through the Uber platform. The program is in draft budget based on the existing service level (6,500 hours) but is recommended for cancellation at the May Board meeting.

Marin Transit's **volunteer driver programs** allow Marin County residents that are 65+ or ADA-eligible to identify trusted drivers and provide mileage reimbursements for up to 100 miles per month in urbanized Marin (STAR program) or 400 miles in West Marin (TRIP program). The program has \$100,000 budget and is projected to carry 10,000 passengers per year.

Catch-A-Ride is a subsidized taxi program for Marin County residents that are 65+ or ADA eligible. Riders can take up to 10 trips per month at a subsidy of up to \$14 per trip after paying a base fare of \$4. Catch-A-Ride trips are scheduled and dispatched through Marin Transit's contractor and

provided by local Marin County taxis. This program is budgeted at \$360,000 per year but modifications are being recommended to the Board at the May meeting that will increase this budget.

Regional paratransit is fully funded by GGBHTD. The FY 2023/24 budget includes 5,000 revenue hours for regional paratransit service which is 68% of the pre-COVID demand.

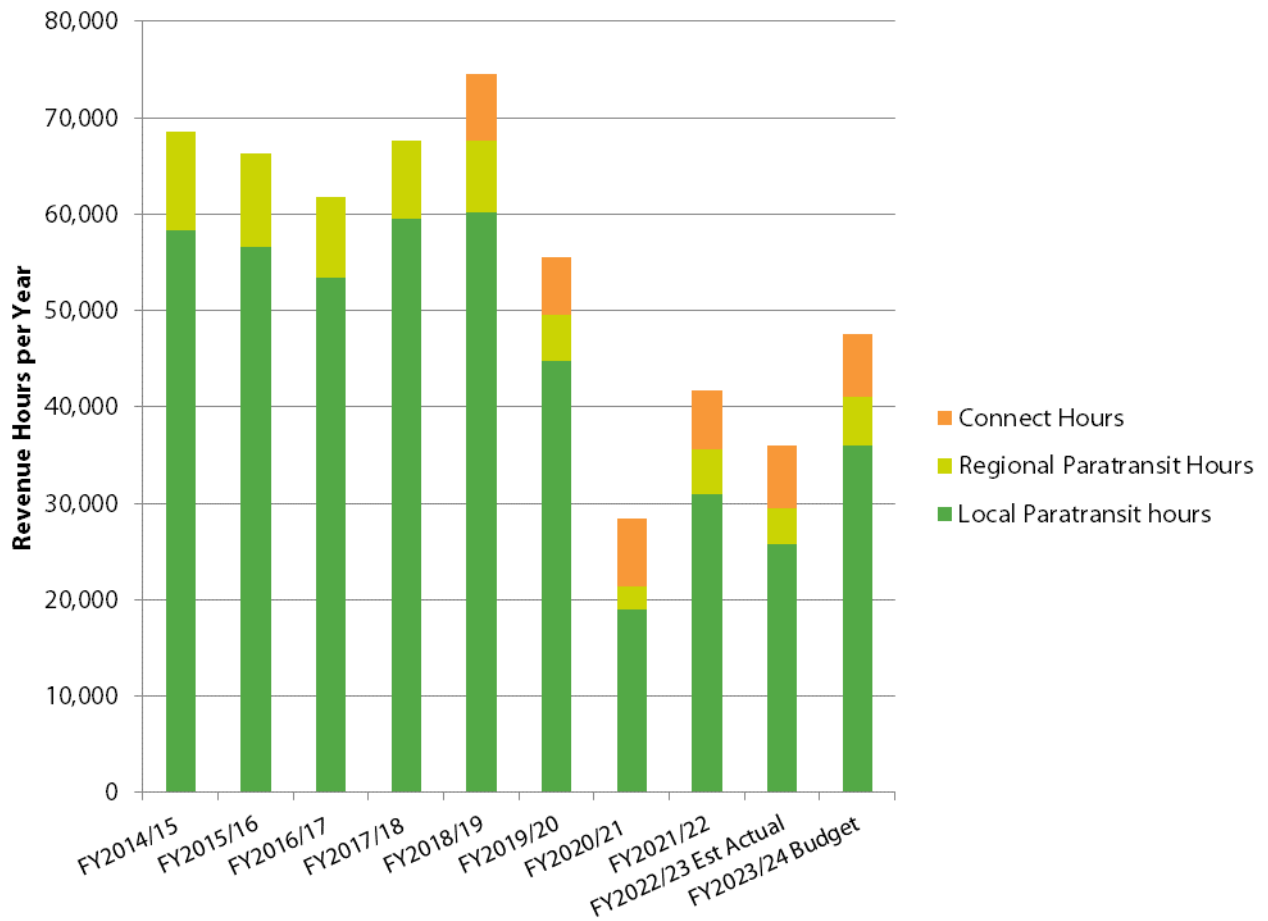
Mobility Management

Marin Transit established the Mobility Management Office in 2009, with initial funding from a Federal New Freedom Grant. The program has continued to receive Federal Section 5310 grants to fund staffing costs (Table 13). Marin Transit established the Marin Access Travel Navigator program in 2010, as a one-stop-shop for information and eligibility on all Marin Access programs. The Mobility Management Office serves as an umbrella for the suite of Marin Access programs including paratransit, volunteer driver, Catch-A-Ride, and travel training. Travel training activities include local informational presentations and individualized travel training. There are currently two full-time Travel Navigators and one full-time Travel Navigator Coordinator.

Table 12: Marin Access Budget Service and Program Levels

Service Type	Service Level (Revenue Hours)	Contract Cost Per Hour (without fuel)	Notes
Local Paratransit	36,000	\$122	Budgeted hours increase 30% over prior year estimated actual; projected at 60% of pre-COVID service demand.
Regional Paratransit	5,000	\$113	Fully funded by GGBHTD, rate is lower than local paratransit due to fixed fee allocation that maybe adjusted.
Connect (Pilot)	6,500	\$110	Same-day accessible service open to general public within a limited service area near the 101 corridor in Marin County. Recommended for cancellation, pending Board approval.
Program	Service Level (Projected Ridership)	Funding Level	Notes
Catch A Ride	3,700	\$360,000	Partially funded with Measure B, program changes are recommended and pending Board approval.
Volunteer Driver	10,000	\$100,000	Program at similar service level to pre-COVID demand. Fully funded by Measure B.
Innovation Incubator / Gap Grants	NA	\$90,000	Provides support to external agencies for innovation projects.
Low Income Fare Assistance Program	NA	\$85,000	Provides fare assistance for low-income riders. Fare assistance is funded with Measure B.

Figure 9: Marin Access Revenue Hours for Services

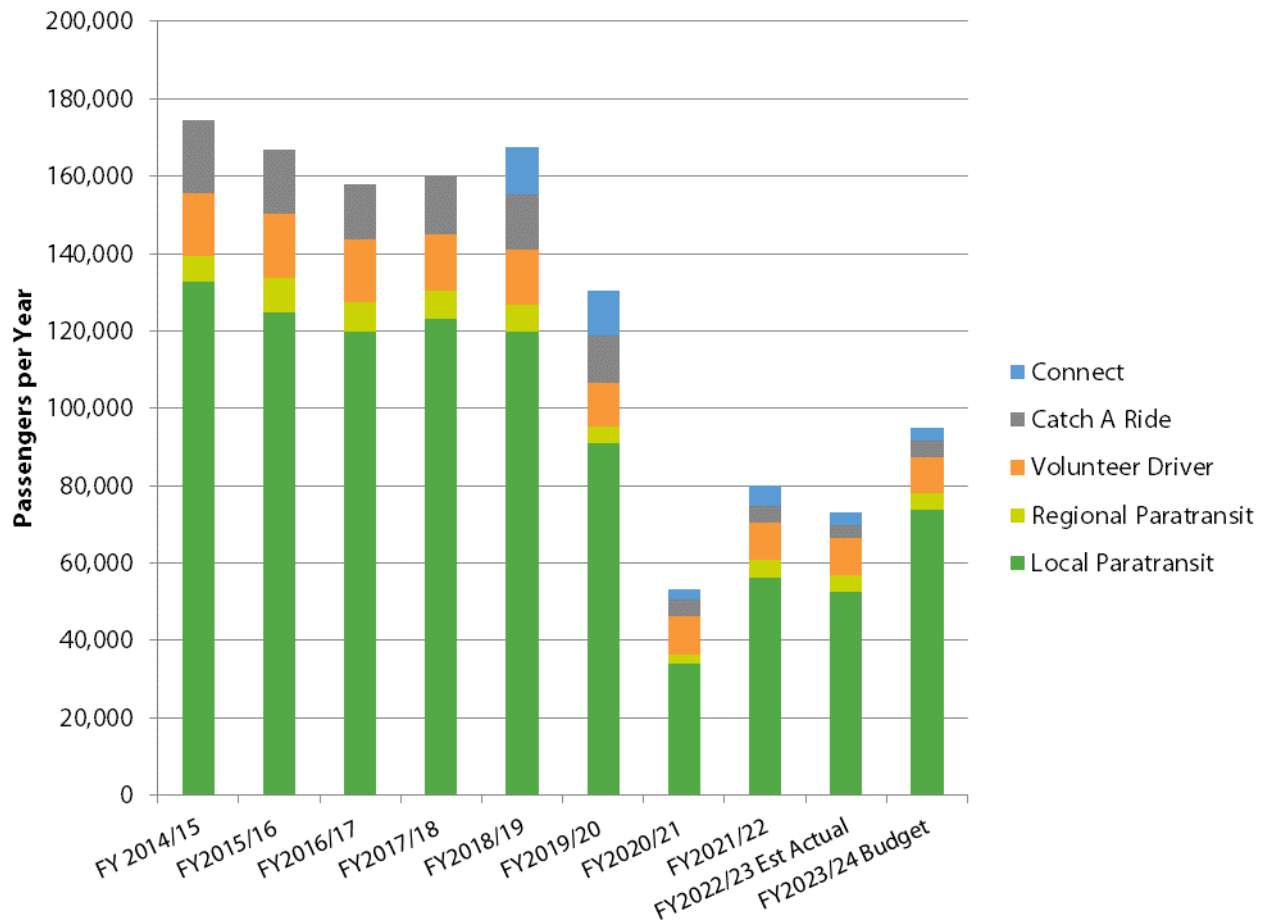


Marin Access Revenue

Marin Access programs are primarily funded by local sources including Measure AA, Measure B, and property tax. Marin Access receives 9.5% of Measure AA sales tax revenue. In FY2023/24, Marin Transit has \$2.9 million in Measure AA funding for expenditures which is significantly lower than FY2022/23 which expended significant carryforward revenues. Marin Transit receives 35% of the county Measure B vehicle license fee to support the mobility management initiatives. Marin Transit is budgeting \$895,000 of Measure B funding in FY 2023/24, which includes an estimated \$147,000 in unspent prior year allocations.

Marin Transit plans to continue providing free fixed route tickets valued at \$80,000 to Marin County's Homeward Bound program for participating residents. The cost of this program is represented as a revenue transfer from the Marin Access program to the local program. Marin Transit will receive \$1.1 million in federal 5307 funding for paratransit operations. Fare revenue is projected to be 2% of Marin Access revenues.

Figure 10: Marin Access Passengers by Program and Service



In FY 2023/24, Marin Transit expects to expend \$1.3 million in state and federal grant awards for Marin Access (Table 13).

Table 13: Marin Access Grant Funding

FY2023/24 Expenditure	Total Grant Award	Program	Source
\$1,061,461	\$1,061,461	Paratransit Operations	FTA Section 5307
\$187,500	\$375,000	Rural Paratransit	FTA Section 5310
\$88,750	\$177,500	Mobility Management	FTA Section 5310
\$0	\$112,500	Paratransit -Same-day Service	FTA Section 5310

Table 14: Marin Access Budget

GL Code	GL Description	FY 2022 Actual	FY2023 Budget-Revised	FY2023 Estimated Actuals	FY2024 Budget	% Δ From FY 2023 Budget
Revenue						
4092001	Measure A Sales Tax	0	165,410	165,410	173,191	5%
4092005	Measure AA Sales Tax	2,767,189	4,159,467	2,547,438	2,934,903	-29%
4099950	Measure B	808,354	950,000	850,651	895,000	-6%
4110101	State Transit Assistance	60,000	60,000	60,000	60,000	0%
4119910	State Prop Tx Relief HOPTR	18,412	16,000	12,000	16,000	0%
4139910	Fed-FTA 5307 Urbanized Area Formula	802,802	1,039,640	1,039,640	1,061,461	2%
4139915	Fed-FTA 5310 Mobility	80,146	0	9,330	276,250	-
4139917	Fed-FTA 5307 Relief Funds	45,354	0	0	0	-
4140100	Fare Revenue	219,082	318,964	159,600	170,875	-46%
4601003	GGBHTD – Local Paratransit Payment	921,650	879,922	760,315	749,068	-15%
4601004	GGBHTD – Regional Paratransit	654,653	633,569	532,038	636,495	0%
Subtotal Revenue		6,377,642	8,222,972	6,136,422	6,973,243	-15%
4700001	Property Tax Transfer	48,134	455,000	130,000	979,000	115%
4700002	Program Revenue Transfer	(44,431)	(80,000)	(72,000)	(80,000)	0%
Total Revenue		6,381,345	8,597,972	6,194,422	7,872,243	-8%
Expense						
5030301	Consultant Services	108,174	84,827	8,792	85,782	1%
5030320	Customer Service	198,002	72,695	0	0	-100%
5030602	Services - Facility	9,850	24,000	18,018	24,000	0%
5040101	Fuel	497,434	744,253	475,990	597,429	-20%
5040160	Utilities (Facility)	10,525	30,000	11,889	30,900	3%
5049902	Small Furn/Equip	23	10,000	1,632	10,000	0%
5049903	Software	131,383	182,434	139,799	156,997	-14%
5049911	COVID-Supplies and Cleaning	33,174	0	7,156	0	-
5050204	Communication-MERA Radio	22,962	27,035	25,963	27,846	3%
5050206	Communication	14,696	18,000	11,828	18,540	3%
5080101	Purchased Transportation - In Report	4,281,305	5,737,163	4,642,945	5,598,777	-2%
5080102	Purchased Transportation - Regional	597,625	566,158	471,213	566,716	0%
5090801	Marketing	12,630	35,000	0	36,050	3%
5098001	Misc-Exp Transit User Training	3,942	12,731	15,000	13,113	3%
5098002	Gap Grant	0	90,000	0	50,000	-44%
Subtotal		5,921,725	7,634,296	5,830,225	7,216,150	-5%
5100100	Salary/Benefit Transfers	380,269	494,144	317,328	459,980	-7%
5100101	Transfer Overhead	77,917	158,376	68,638	136,262	-14%
Total Expense		6,379,911	8,286,816	6,216,191	7,812,392	-6%

Capital Budget

Marin Transit's annual capital budget (Table 15) of \$16.3 million provides funding for transit vehicles, bus stop improvements, facilities, and other capital expenses. Figure 11 provides capital expenditures and budget by project type to show the significant variation in expenditures by year. In FY2023/24 Marin Transit will complete the purchase of seven 35-foot Hybrid Transit Buses, 10 paratransit vehicles, and an electric paratransit vehicle. Marin Transit is actively working on facility projects to improve existing facilities and purchase additional right of way needed for parking and maintenance of electric buses and yellow buses.

The FY2023/24 Capital Budget includes \$5.8 million in facility projects. Marin Transit successfully purchased a two-and-a-half-acre parcel (Rush Landing) in FY2019/20, a paratransit maintenance facility in San Rafael in FY2021/22, and an adjacent property in San Rafael for future parking and charging of small vehicles in FY2022/23. These purchases will provide vehicle parking for only a portion of the fleet and a maintenance facility location only for the paratransit service. Additional facilities and facility improvements are needed to meet zero emission fleet requirements and accommodate Marin Transit's full parking and maintenance needs. Marin Transit is actively purchasing right-of-way for additional transit bus parking and the budget includes the larger facility project needed for installation of electric vehicle charging infrastructure and fixed route vehicle maintenance.

The draft budget also includes the federally funded project for ADA bus stop improvements and a new corridor improvement project.

Capital expenditures are defined in the District's fixed asset management policy. A "Fixed Asset" includes equipment, supplies and rolling stock with a unit purchase value of at least \$5,000 and a service life of more than one year. All projects that meet the requirements of the District's fixed asset policy are capitalized and depreciated over the defined life of the associated asset type. Expenditures not meeting the District's policy for capitalization will be included as operations expenses on financial statements.

The projects included in the FY2023/24 budget are 32% funded with state and federal grant funds (Table 15). The budget includes the expenditure of \$1.1 million in capital reserves (prior year property tax revenues) to fund facility improvements and the purchase of additional land for vehicle parking. The budget includes the expenditure of \$1.4 million in Measure A/AA local sales tax funds and \$1.3 million in current year property tax funds.

Specific capital expenditures are described below by project type and listed with the District's two letter project code.

Vehicles

Replace Seven Hybrid Vehicles (LE) – Marin Transit will purchase seven 35-foot hybrid vehicles to replace vehicles beyond their useful life. The vehicles are 76% funded with Section 5307 funds, 12% funded with state funds and 12% funded through local match from Measure AA local sales tax funds.

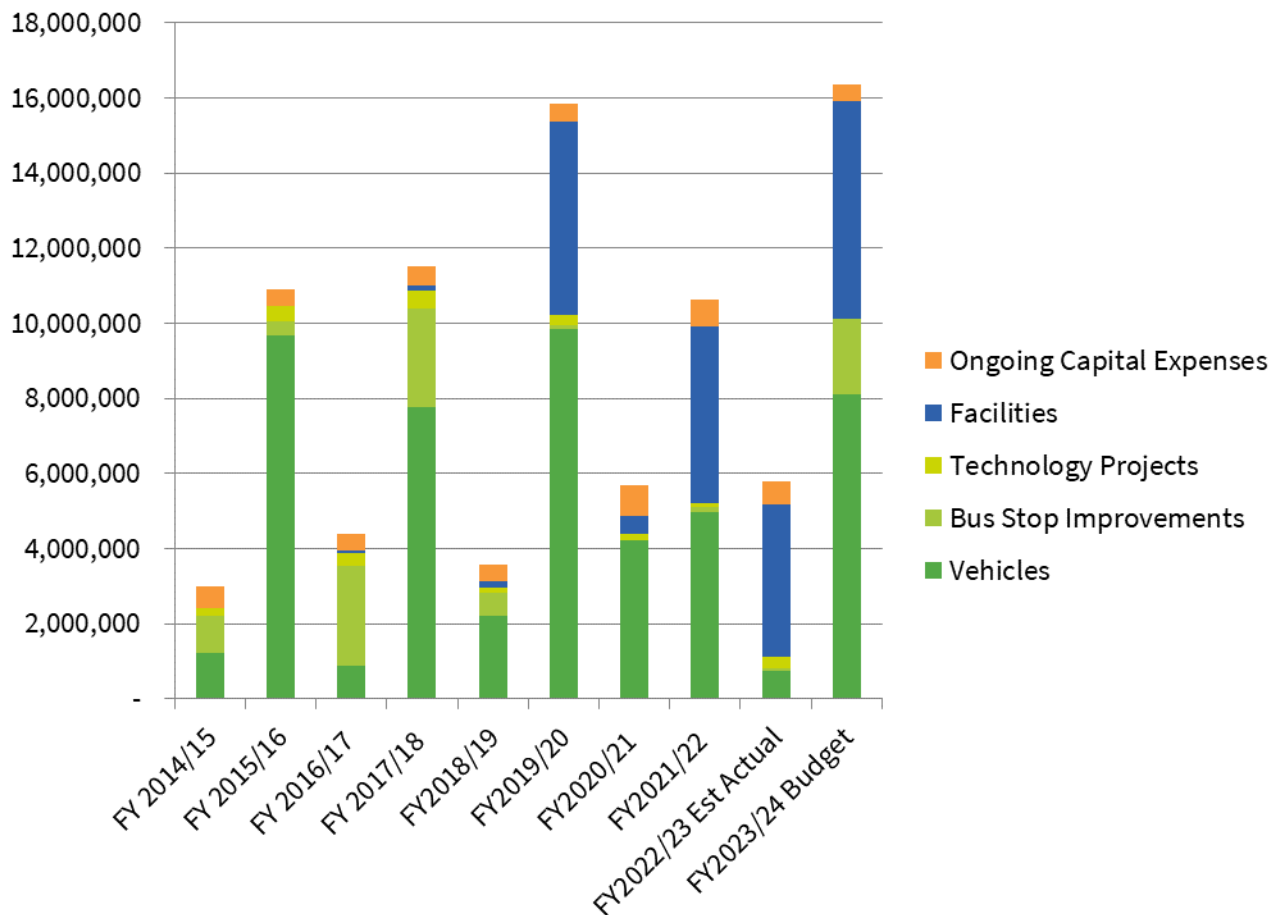
Purchase Five Paratransit Replacements – Accessible Vans (PD) – Marin Transit will purchase five paratransit vans to replace existing vehicles. The vehicles are 80% funded with Section 5307 funds with a local match from Measure AA local sales tax funds. Marin Transit executed the purchase order for these

vehicles in FY2021/22, but supply chain issues prevented delivery. The vehicles are expected to be delivered in July 2023.

Purchase One Electric Paratransit Vehicle (PE) – Marin Transit will purchase one electric paratransit vehicle and associated charging infrastructure. This project is funded with State Low Carbon Transit Operations Program (LCTOP) funding. Vehicles are expected to be delivered in late summer 2023.

Purchase Five Paratransit Replacements – Cutaways (PF) – Marin Transit will purchase five paratransit vehicles to replace vehicles beyond their useful life. The vehicles are 80% funded with Section 5307 funds with a local match from Measure AA local sales tax funds. The vehicles are expected to be delivered in July 2023.

Figure 11: Capital Project Budget by Type



Bus Stop Improvements

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

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

Capital Corridors Improvements (BQ) – This project will evaluate and make improvements to three high ridership corridors: 4th Street, San Rafael, Lincoln Ave, San Rafael, and South Novato Blvd, Novato. The project is 80% funded with federal funding from region's third One Bay Area Grant (OBAG3) program.

Administrative and Operations Facilities

Facility Purchase – Fixed Route Maintenance Facility (FG) – The District is actively applying for grants for the larger facility needed for electrification and sustainable operations. This is a multi-year project started in FY2022/23.

Facility Improvements – Kerner (FH) – This project funds facility improvements at the vehicle parking facility. Improvements include demolition of an existing office building, fencing, lighting, installing electric vehicle charging stations. The project is funded with State Low Carbon Transit Operations Program (LCTOP) funding and Federal 5339 Zero Emission Bus (ZEB) funding.

Facility Improvements – Kerner Blvd (FI) – Marin Transit will be making improvements to the Kerner Maintenance Facility to provide drivers with a Break Room area. The project is funded with local property tax funds.

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

Technology Projects

No projects are currently budgeted.

Other Measure A/AA Capital Expenses

Other capital and infrastructure expenses include; the capital contribution to GGBHTD as required under contract and major vehicle repairs. In FY2023/24, Bus Stop Maintenance Expenses were moved to the Local Operations budget since they are not capitalized and to make budget reports more consistent with other agency reports. Infrastructure support costs in project IF, not meeting the capitalizing threshold have also been moved to operations.

Table 15: Capital Budget by Project

Project Title and Code		Total Project Budget	Prior Year Expenditures	FY2023/24 Budget	Future Years	Measure AA/Local Funding	State Funding	Federal Funding
LE	Replace 7 35ft Hybrid Vehicles	6,423,974	1,500	6,422,474	0	12%	12%	76%
PD	Purchase 5 paratransit replacements	505,000	8,406	496,594	0	20%	0%	80%
PE	Electric Paratransit Vehicle and Charging Infrastructure	677,208	4,000	673,208	0	0%	100%	0%
PF	Purchase 5 paratransit replacements	515,000	5,500	509,500	0	20%	0%	80%
Subtotal Vehicles		8,121,182	19,406	8,101,776	0	12%	18%	70%
BN	Novato Bus Stop Shelters	61,115	9,063	52,052	0	20%	0%	80%
BP	ADA Bus Stop Improvements	1,703,000	225,712	1,477,288	0	20%	0%	80%
BQ	Capital Corridors Improvements	2,000,000	0	500,000	0	20%	0%	80%
Subtotal Bus Stop Improvements		3,764,115	234,775	2,029,340	0	20%	0%	80%
FG	Facility - Fixed Route Maintenance Facility	20,000,000	0	300,000	19,700,000	100%	0%	0%
FH	Facility -3010/3020 Kerner Improvements	2,148,537	300,000	1,848,537	0	0%	35%	65%
FI	Facility - Kerner Driver Break Room	650,000	0	650,000	0	100%	0%	0%
YF	Yellow Bus Parking Facility	3,000,000	0	3,000,000	0	100%	0%	0%
Subtotal Facility		25,798,537	300,000	5,798,537	19,700,000	92%	3%	5%
Subtotal Technology Projects		0	0	0	0	NA	NA	NA
GG	Golden Gate Capital Costs (GG)	24,000	17,036	18,000	0	100%	0%	0%
VR	Major Vehicle Repairs (VR)	200,000	105,032	200,000	0	100%	0%	0%
IF	Infrastructure Support (IF)	400,000	395,000	200,000	0	100%	0%	0%
Subtotal Ongoing Capital Expenses		624,000	623,430	418,000	0	100%	0%	0%
Total Expenditures		38,307,834	1,071,249	16,347,653	19,700,000	68%	6%	26%



Draft Budget

JULY 1, 2023- JUNE 30, 2024



May 1, 2023

marintransit.org

Agenda

- 01** Overview
- 02** Operations Revenues
- 03** Operations Expenses
- 04** Program Budgets
- 05** Capital Budget

Overview – Budget Schedule

Development Schedule

Feb 14, 2023	Budget kick-off meeting
Feb - April 2023	Program level budget meetings
May 1, 2023	Draft Budget presented to Board
June 5, 2023	Board review/adoption of Final Budget

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

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



Overview- Draft Budget Summary

Balanced operations budget with planned expenditures of capital reserves

- Includes June 2023 service changes – not a significant change in revenue hours
- Does not include proposed Marin Access changes
- Recognized revenue has significant fluctuations
- Underlying revenue sources are stable
- Purchased transportation rates are 10-15% higher
- Continued investment in facilities needed and included in capital budget

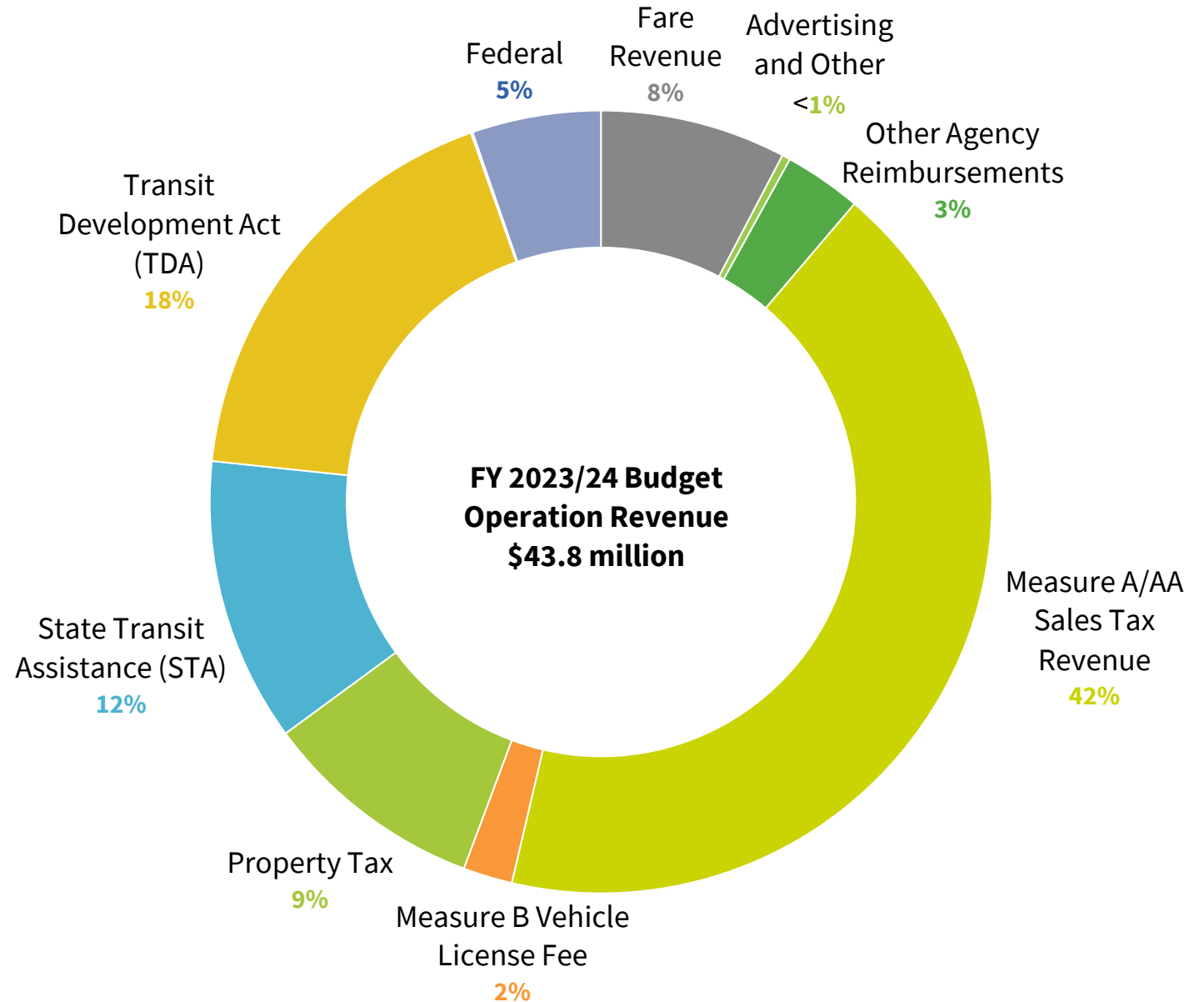
Overview – Budget Summary

	FY2021/22 Actual	FY2022/23 Revised Budget	FY 2022/23 Estimated Actual	FY 2023/24 Draft Budget
Revenue				
Operations	36,862,258	42,272,132	39,054,063	43,837,137
Capital	5,967,701	10,856,336	1,914,401	14,447,657
Total Revenue	\$42,829,959	\$53,128,468	\$40,968,464	\$58,284,794
Expenditures				
Operations	33,405,156	40,843,513	37,024,829	43,230,487
Capital	10,631,869	14,768,051	5,508,071	16,347,653
Total Expenditures	\$44,037,025	\$55,611,564	\$42,532,900	\$59,578,140
Net Change in Fund Balance	-\$1,207,066	-\$2,483,096	-\$1,564,436	-\$1,293,346
Emergency Reserve	5,896,957	6,807,252	6,807,252	7,205,081
Contingency Reserve	11,793,919	13,614,504	13,614,504	14,410,162
Capital Reserve	17,888,876	12,674,900	13,593,560	11,106,727
Fund Balance (total reserve)	\$35,579,752	\$33,096,656	\$34,015,316	\$32,721,970
Expenditure of Capital Reserve	4,664,168	3,911,715	3,593,670	1,899,996

Operations Revenue

Post Pandemic Effects – Revenue Fluctuations

- Increased Measure AA expenditures
- Drop in federal revenues
- State revenue swings

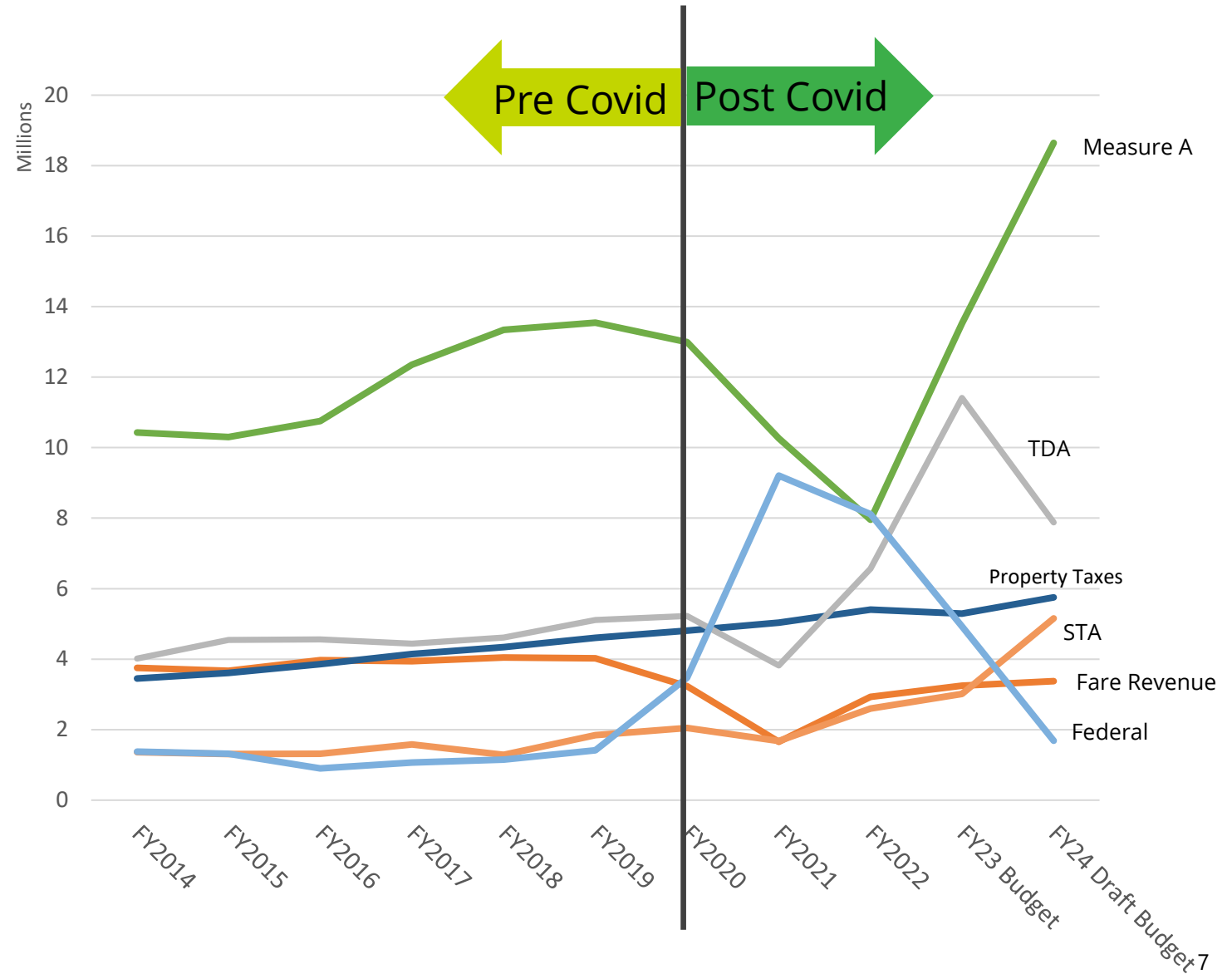


Operations Revenue

Post Pandemic Effect – Revenue Fluctuations

- Major revenues source continue be stable
- Post-COVID revenue expenditures fluctuate significantly due to pandemic ripple effects from:
 - Under projections
 - Carryforward balances in current year
 - Expenditure of Carryforward balance in prior year
 - Federal relief fund availability

Marin Transit Revenue Trend Lines

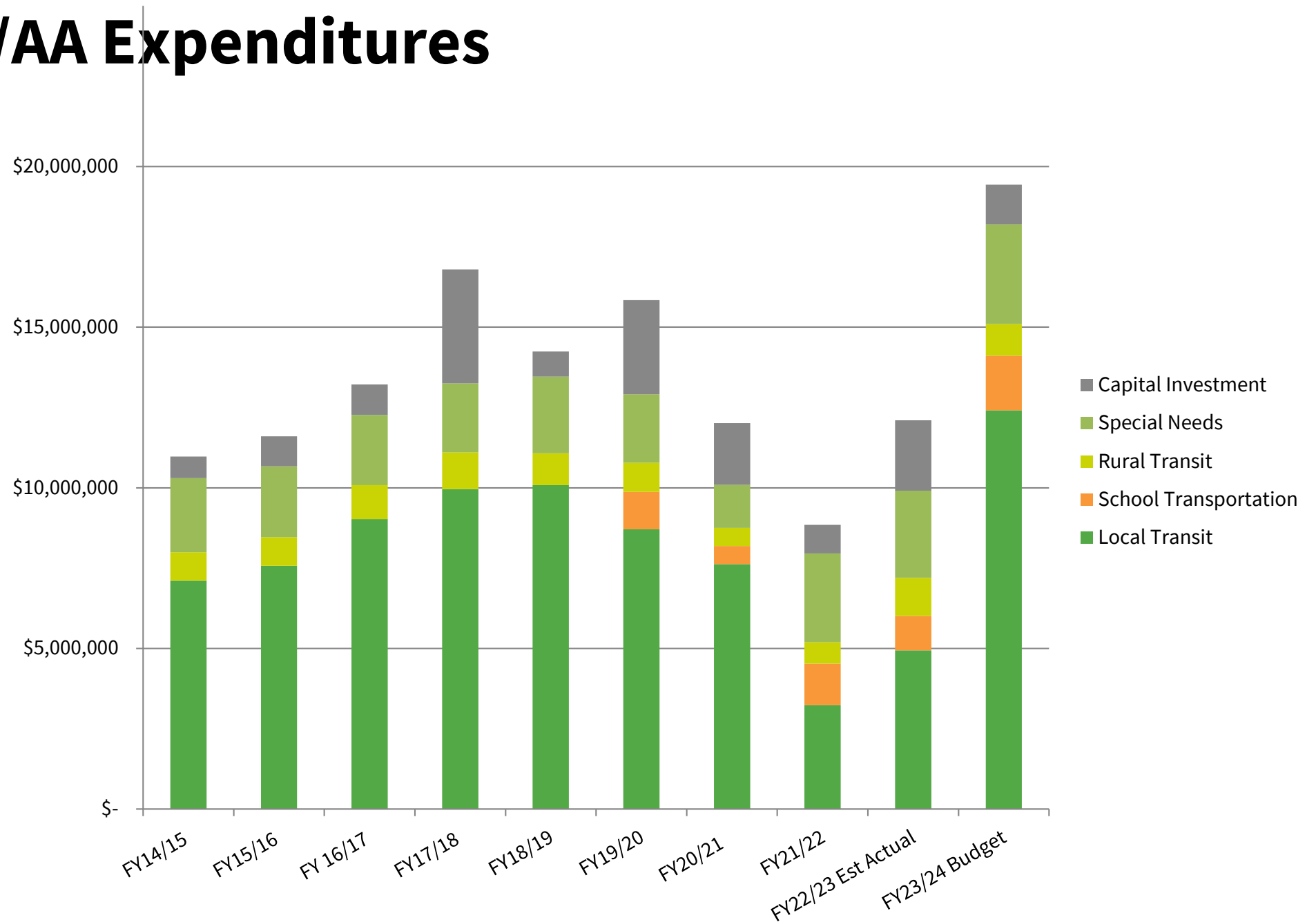


Operations Revenue

Variances >\$100,000 and >10%

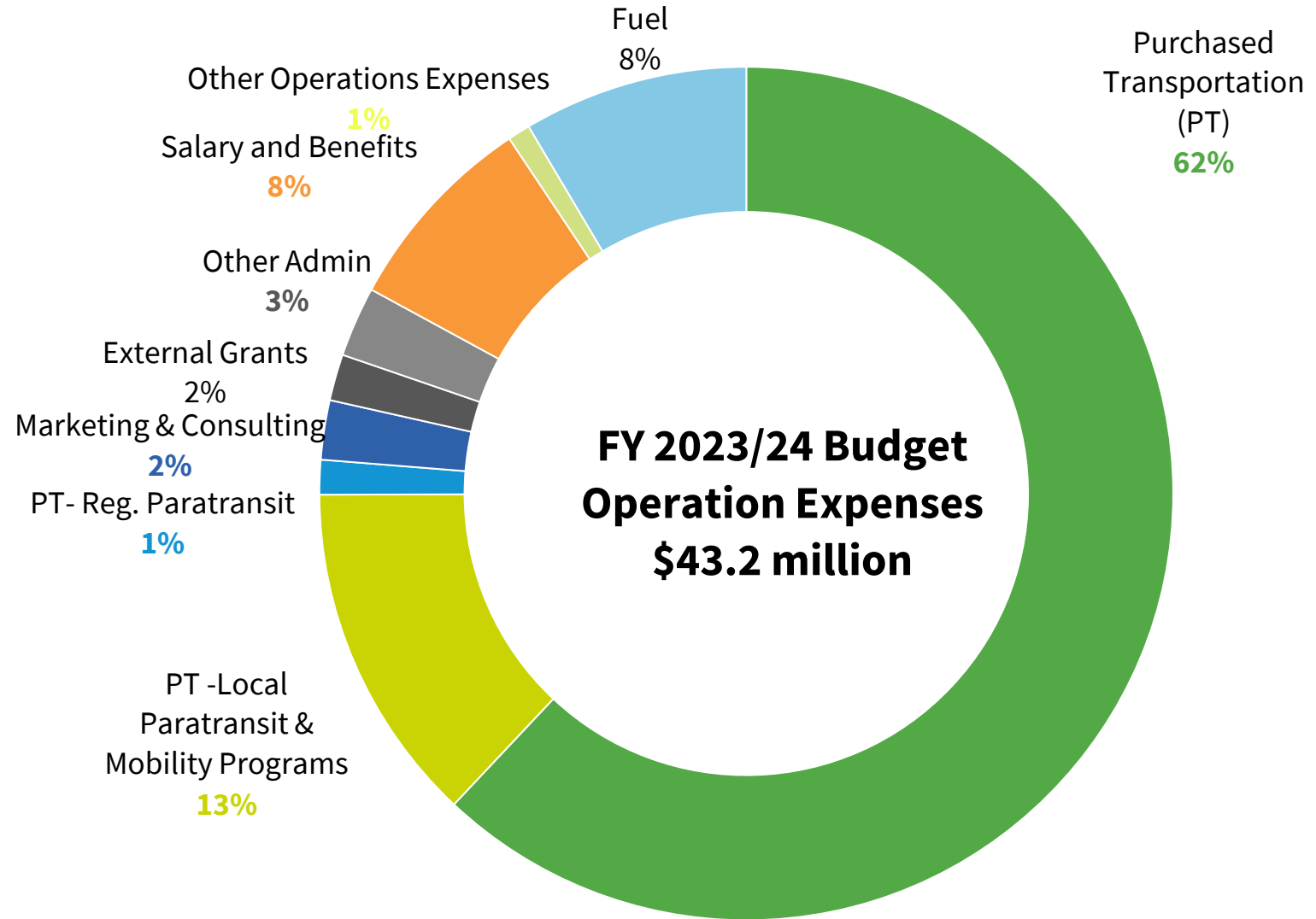
Revenue Category	FY 2023/24 Budget	Variance from Prior Year Budget	
		Amount (\$)	%
Advertising & Other Revenue	\$203,500	(\$143,500)	-71%
Measure A/AA	\$18,646,585	\$5,125,230	+38%
State Transit Assistance	\$5,158,794	\$2,145,809	+71%
Transportation Development Act	\$7,881,923	(\$3,529,935)	-31%
FTA Funds	\$1,681,360	(\$3,244,583)	-66%

Measure A/AA Expenditures



Operations Expense

- Purchased Transportation
- Fuel
- Program Budgets
 - Administration
 - Local
 - Yellow Bus
 - Rural
 - Marin Access



Operations Expense

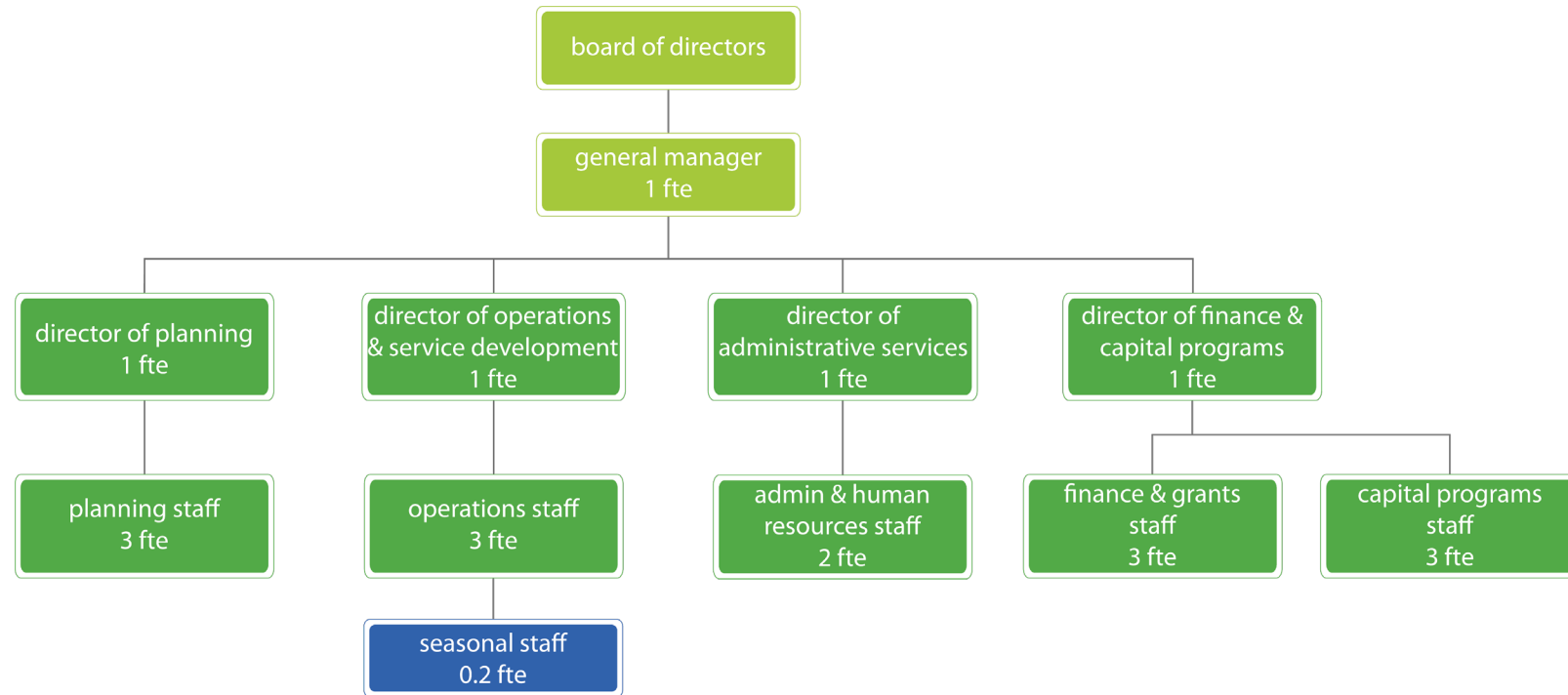
Variances >\$100,000 and >10%

Expense Category	FY 2023/24 Budget	Variance from Prior Year Budget	
		Amount (\$)	%
Salaries and Benefits	\$3,523,449	\$341,161	11%
Security and Maintenance	\$272,628	(\$127,936)	-32%
Customer Service	\$0	(\$672,695)	-100%
Grant to Other Agencies	\$758,571	\$233,571	44%
Purchased Transportation	\$32,971,266	\$2,475,486	8%

Operations

Administration Budget

- \$4.6 million (before transfer of staff time to programs)
- 10% of Operations cost
- No change in staffing
- 1 currently vacant position
- 19.2 FTEs



Operations

Local Service

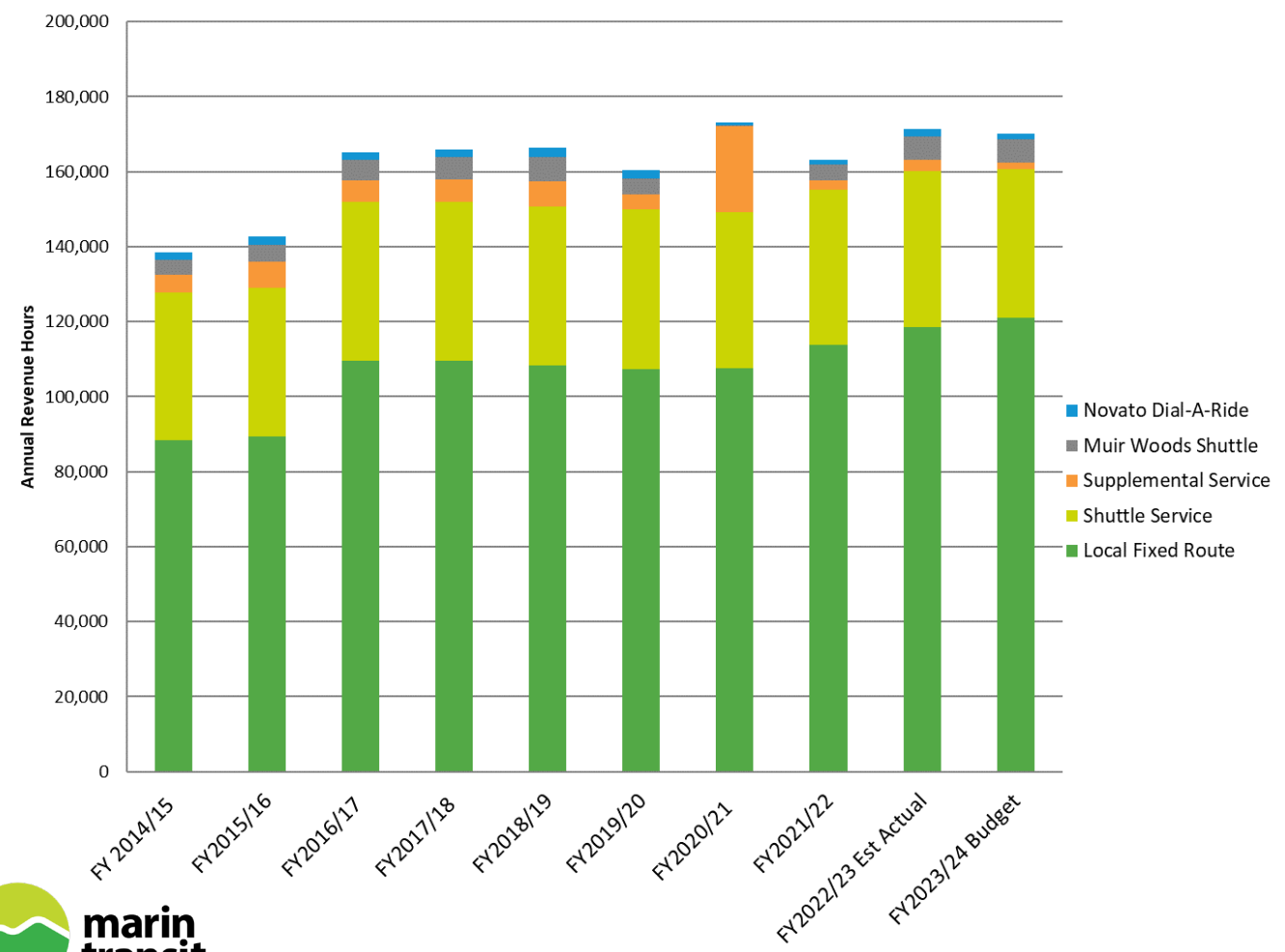
- \$27.6 million Budget
- 64% of Operations cost
- Similar level of service to FY22-23
- 10% increase in Purchase Transportation Costs
- 7% increase in fuel
- Operated by GGBHTD & Marin Airporter



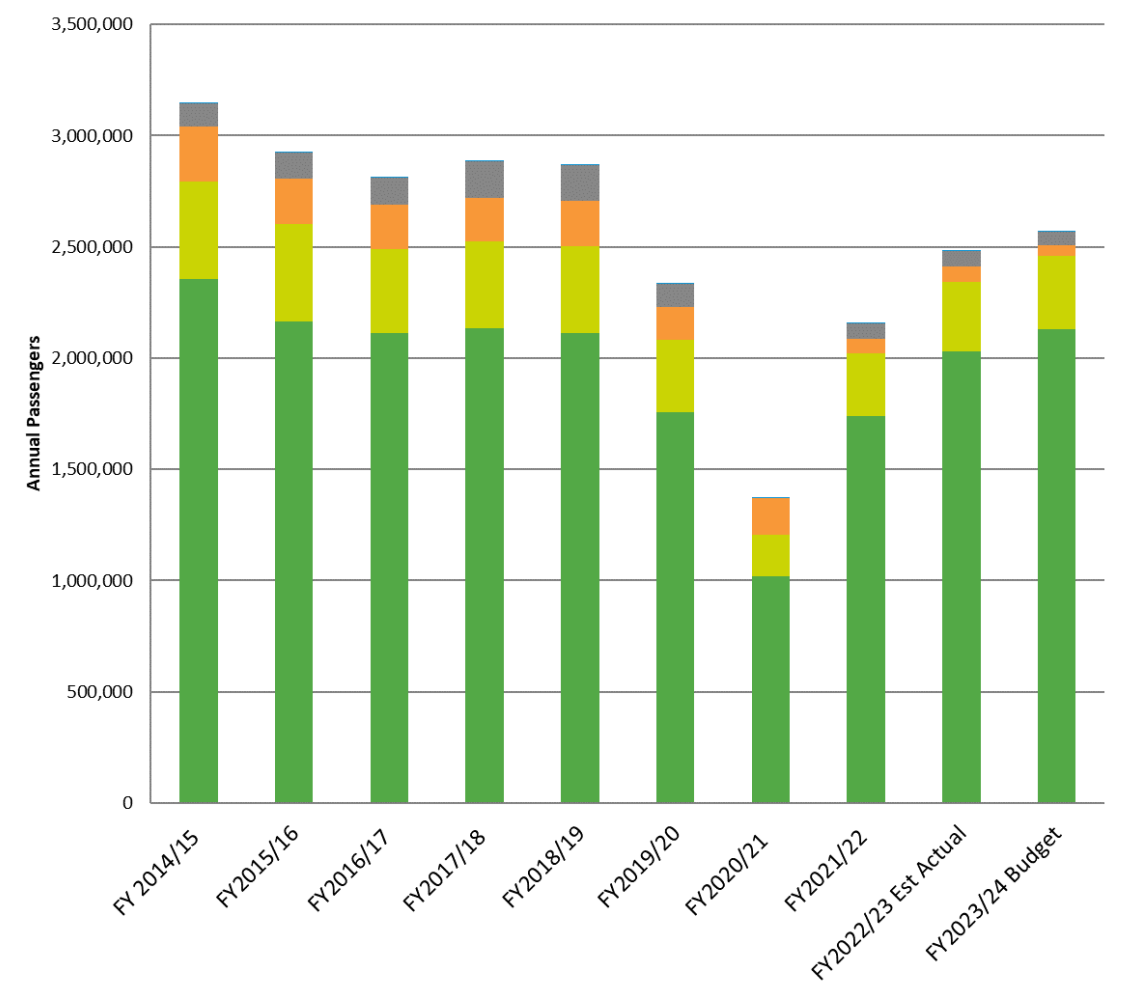
Operations – Local Service

Local Service

Revenue Hours



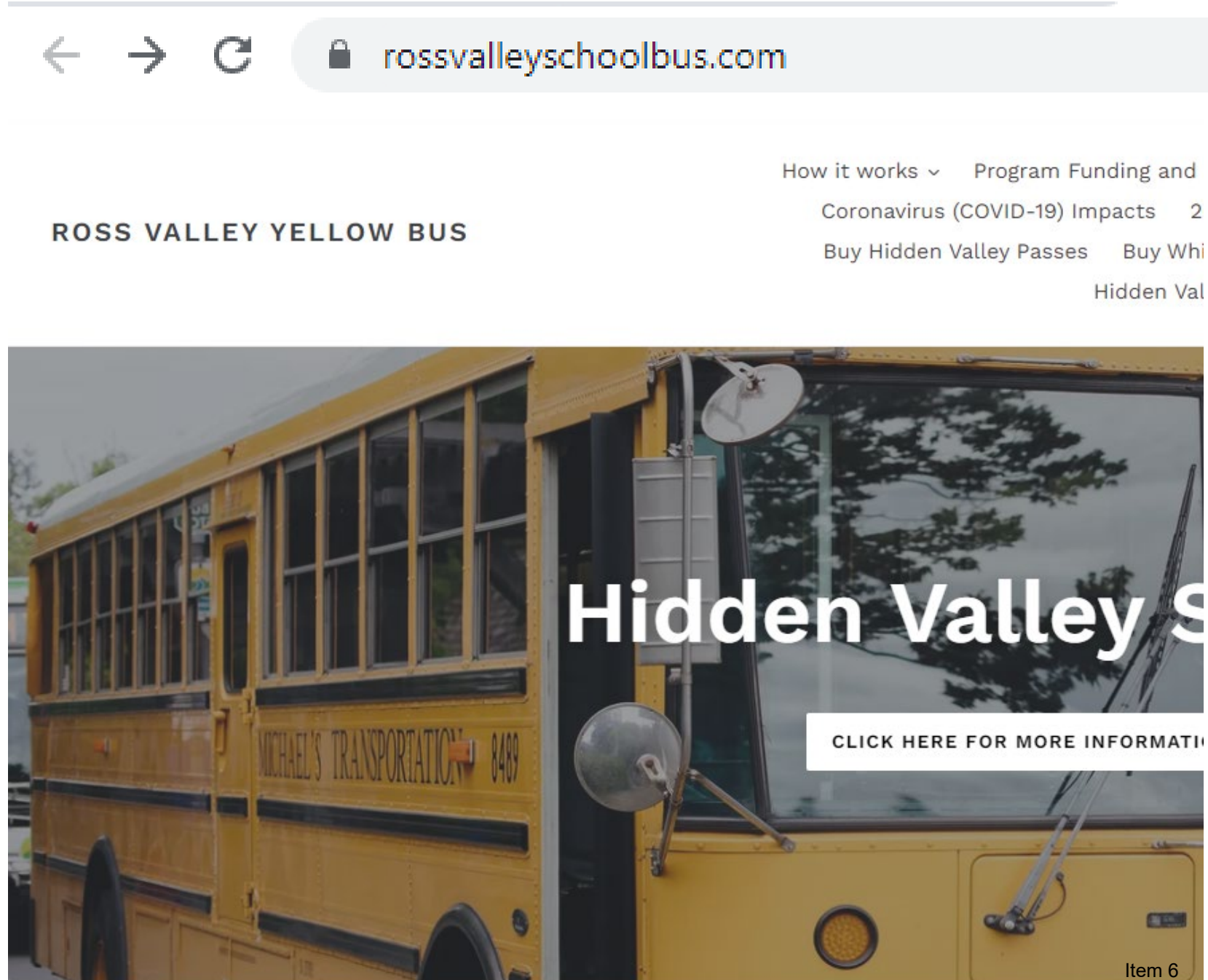
Passengers



Operations

Yellow Bus Service

- \$1.6 million Budget
- Operations of Ross Valley Yellow Bus (~\$840,000)
- Contract transitioning to Bauer Transportation
- \$1.0 million in Measure AA funds to five county yellow bus programs



Operations

Rural Budget

- \$2.7 million Budget
- Operation by Marin Airporter
- No change to service levels
- \$300,000 in FTA Section 5311 funds
- \$927,000 Measure AA



Operations

Marin Access Budget

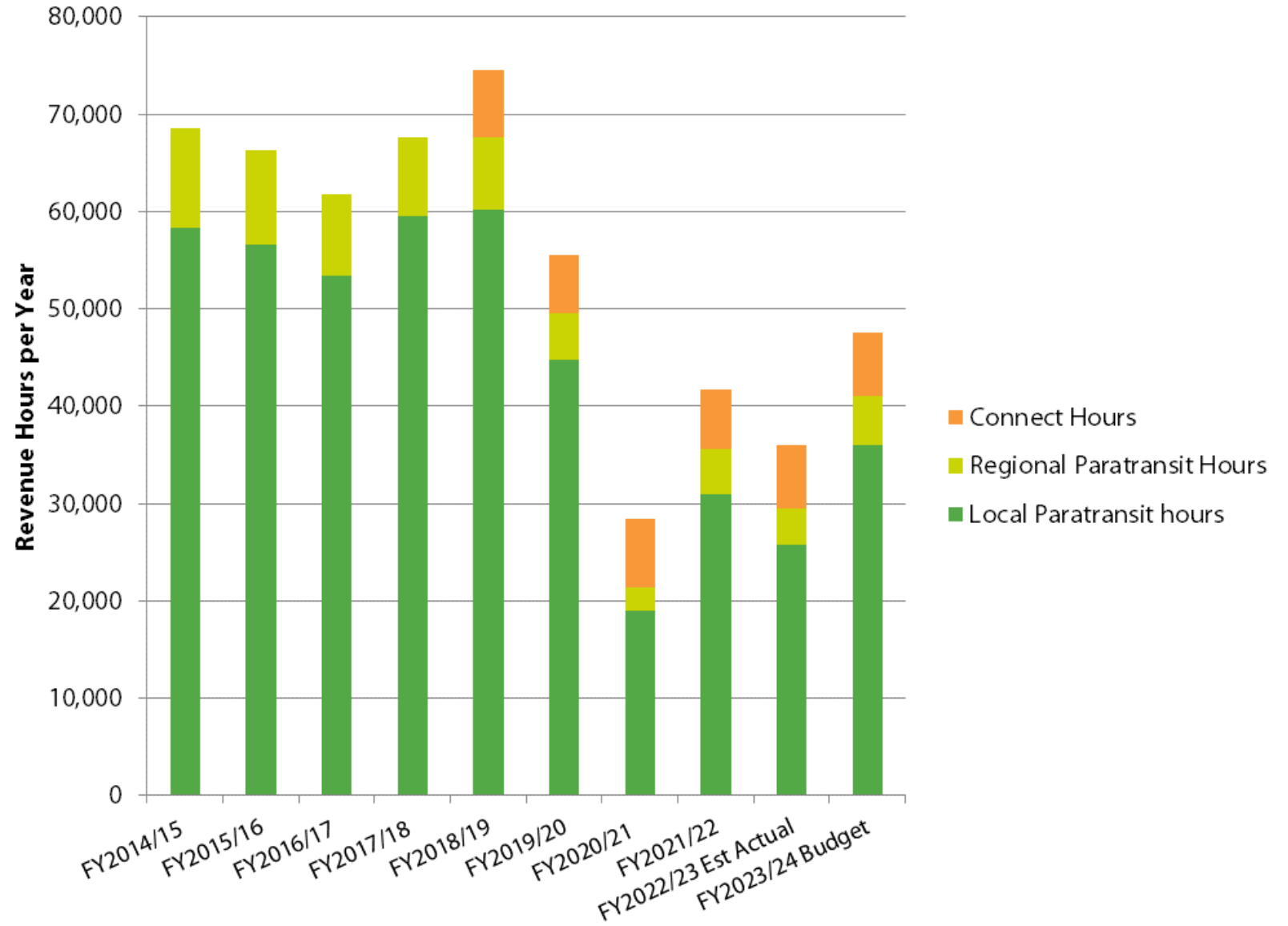
- \$7.8 million Budget
- Will be adjusted pending board approval of program changes
- Local and Regional Paratransit
- Services for older adults and people with disabilities
 - Volunteer Driver
 - Catch A Ride
 - Low Income Fare Assistance
- Measure B, Measure AA, & FTA Section 5307 and 5310 funding



Operations

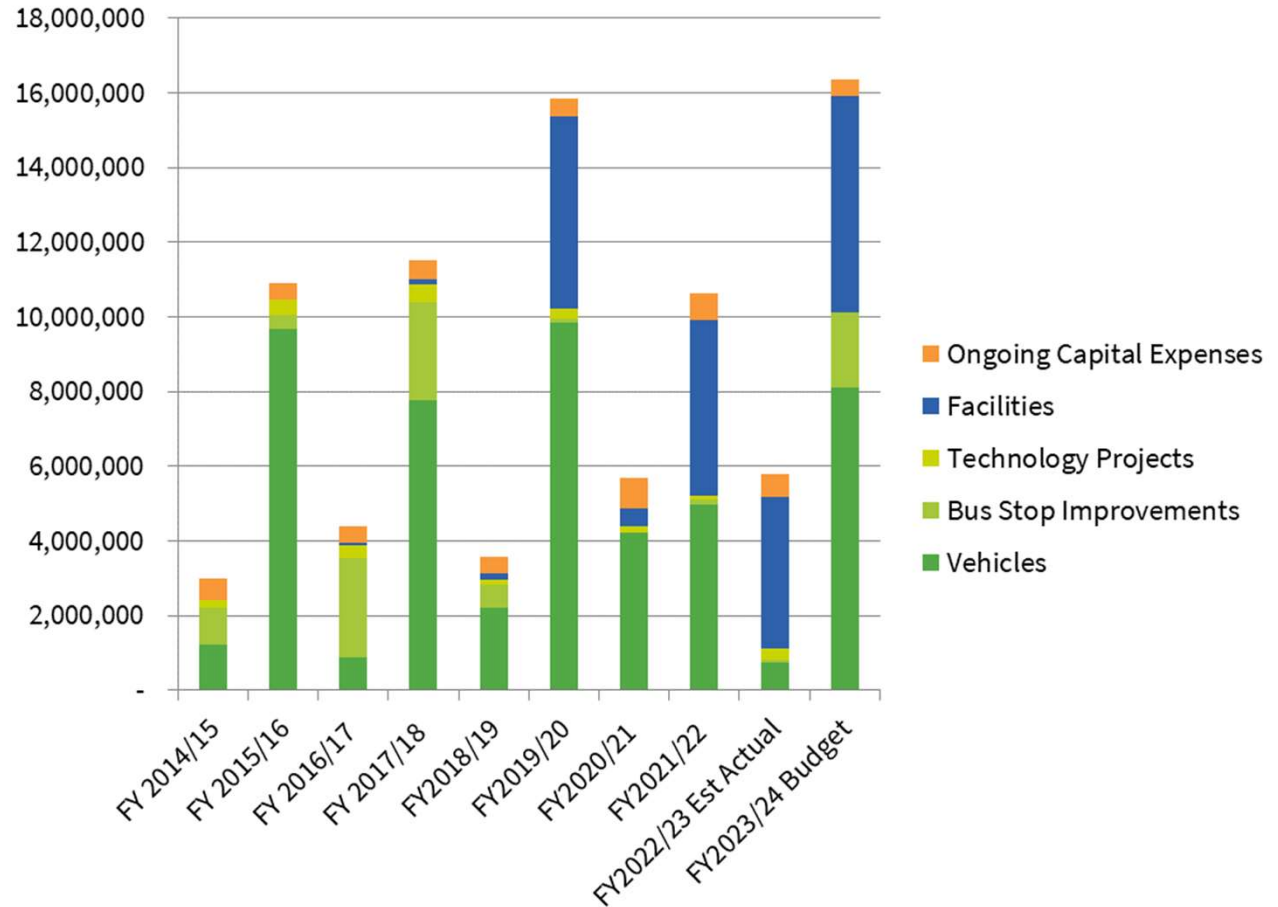
Marin Access Budget

- Budgeted service hours are less than FY2022/23 service hour budget
- Budgeted service hours greater than FY2022/23 estimated actual



Capital Budget

- Seven 35-ft Hybrids
- 10 paratransit vehicles
- Electric Paratransit/Shuttle
- \$5.8 million for facilities
 - Yellow bus parking
 - Paratransit driver break room
 - Construction of parking, solar and improvements at 3010/3020 Kerner
- Bus stop improvements
- Corridor Improvements Project



Capital Budget \$16.3 million



Vehicles

- 7 – 35-ft Hybrids
- 5 – Paratransit Vehicles
- EV Shuttle

Bus Stop Improvements

- ADA Bus Stop Improvements
- Novato Bus Stop Shelters
- Capital Corridors Project

Facilities

- Fixed Route Maintenance Facilities (ROW)
- 3010/3020 Kerner Construction – Electrification, Solar and Parking
- 3000 Kerner – Driver Break Room
- Yellow Bus Parking - ROW

Ongoing

- GGBHTD Capital Costs
- Major Vehicle Repairs
- Infrastructure Support



Thank you

CONTACT

Lauren Gradia

Director of Finance and Capital Programs

Lgradia@marintransit.org



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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May 1, 2023

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

Subject: Marin Transit Connect Pilot Program Evaluation

Dear Board Members:

Recommendation

Accept report.

Summary

The initial Marin Transit Connect pilot program began in May 2018, with the primary goal of providing same-day accessible rides to older adults and people with disabilities and the secondary goal of providing first/last mile transportation for commuters. At first, the program experienced sizable ridership from the first/last mile commuters but struggled to meet the needs of seniors and people with disabilities. However, after the COVID-19 pandemic began, overall ridership plummeted, and remote/hybrid work has meant that most first/last mile commuters have not come back to the program.

In addition to the lack of commuters, Connect has suffered from reliability issues as staffing shortages have reduced the number of vehicles in service. On average, only 16 trips are made daily on the service (Apr 2022-Mar 2023). Fewer than 60% of ride requests result in completed rides, which has brought the number of unique program users down to 25-50 in any given month. The low ridership has led to very high subsidy per passenger.

Marin Transit is simultaneously reviewing all Marin Access programs focused on older adults and people with disabilities to make changes to reflect post-pandemic rider needs, service reliability, and cost effectiveness. District staff believe that the resources (drivers/revenue hours) currently allocated to the Connect program are not being well-utilized and could have a greater impact in another program.

Background

The initial Marin Transit Connect pilot program was launched in May 2018 with two stated goals: first, to provide same-day accessible rides to older adults and people with disabilities; and second, to provide first/last mile transportation for commuters. In July 2019, staff brought your Board a one-year evaluation report of the program. The report concluded that Connect had succeeded in providing



first-last mile connections to major employment sites from the Civic Center SMART station. The analysis demonstrated that Connect had not met the recommended \$15 per passenger subsidy or 4 passengers per hour performance targets despite operational adjustments staff had made to improve efficiency over the course of the program. The report also found that the employer-sponsored fare program was successful at attracting first/last mile commuters, but the service was not meeting expectations for serving older adults and people with disabilities, which was the primary objective of the program.

In 2020, a second phase of the pilot was launched that included two major program changes: 1) the fares were restructured to keep a low flat fare for Marin Access riders (older adults and people with disabilities) but increase general public fares to a distance-based formula, and 2) the service area was significantly expanded. The service area expansion occurred in two phases: the February 2020 expansion specifically targeted medical facilities and senior centers in San Rafael to increase the destinations for Marin Access riders, and the July 2020 expansion included a 2.5-mile radius from all SMART stations in Marin County. July 2020 also saw the program switch to the Uber platform and partner with the Transportation Authority of Marin (TAM), which took over administration of the employer-sponsored fare program. Although the July 2020 changes took place after the beginning of the COVID-19 pandemic, they had been planned prior to the start of the pandemic and were not made in response to the changing conditions associated with the pandemic.

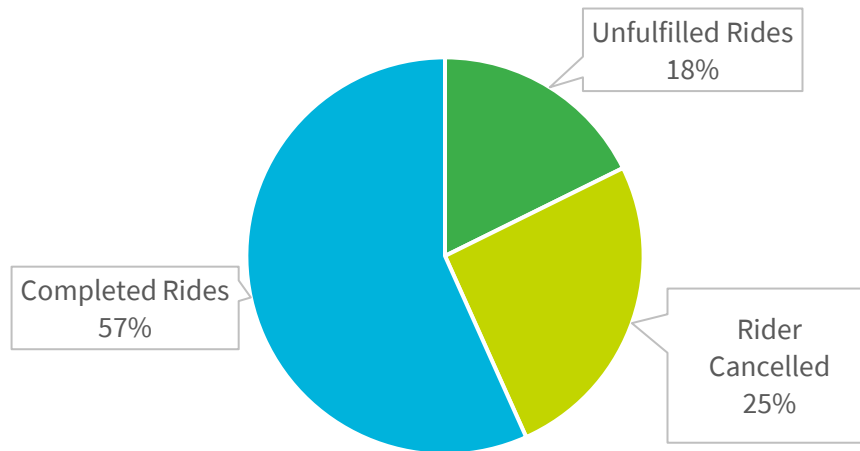
Discussion

Much like the rest of Marin Transit's services, Connect ridership plummeted at the start of the COVID-19 pandemic. However, unlike most other District services, ridership has not recovered. Fixed route ridership is consistently at 80-90% of pre-COVID ridership and demand response programs as a whole are at 40-50% of pre-COVID ridership. In contrast, Connect has only seen 26% of its pre-COVID ridership over the past year. This is largely due to the proliferation of hybrid and remote work which has significantly reduced the number of general public first/last mile riders and, more recently, the service has become unreliable which discourages many riders from using the service. The following discussion focuses on these two primary issues; the attached PowerPoint presentation goes into more detail on the program's overall performance.

Although staffing shortages have led to a certain level of unreliability across all Marin Transit programs, the Connect service is especially vulnerable due to the program design. The on-demand nature of Connect makes rider demand unpredictable, unlike pre-scheduled ride services where driver supply can be matched in advance to rider demand. In addition, there is a great deal of variability in the time of day and location of ride requests from day to day. Staffing constraints have compounded issues with this program. Currently, there is typically only one vehicle in service and any spike in demand or significant distance between trip requests results in unfulfilled rides or poor rider experience (long wait times).

As shown in Figure 1, only 57% of ride requests result in a completed ride. Of the other ride requests, 25% get cancelled due to long waits, and 18% result in a message that a ride is simply not available. Note that scheduling in advance does provide more reliable service; when riders schedule in advance, it simply schedules an on-demand request at the specified time. For completed trips, the average wait time is 15 minutes, and it is not uncommon for wait times to be as high as 24 minutes. This lack of reliability discourages riders from depending on the program; the number of unique riders has ranged from only 25-50 in any given month over the past year.

Figure 1: Ride Requests by Outcome



Based on data from the past year, April 2022 – March 2023.

Pre-COVID, general public riders made up 92% of total rides on Connect. In the past year, that number was 47%. In the original vision for Connect, the high volume of first/last mile general public commuters made the program viable. With the low ridership the program has seen since COVID, the per-passenger subsidy has grown substantively, as shown in Figure 2. This has led to Connect being the least cost-effective program in the Marin Access suite of programs, as shown in Figure 3; in the second quarter of this fiscal year, the program required \$157 per passenger in subsidy.

Figure 2: Marin Transit Connect Subsidy per Passenger Over Time

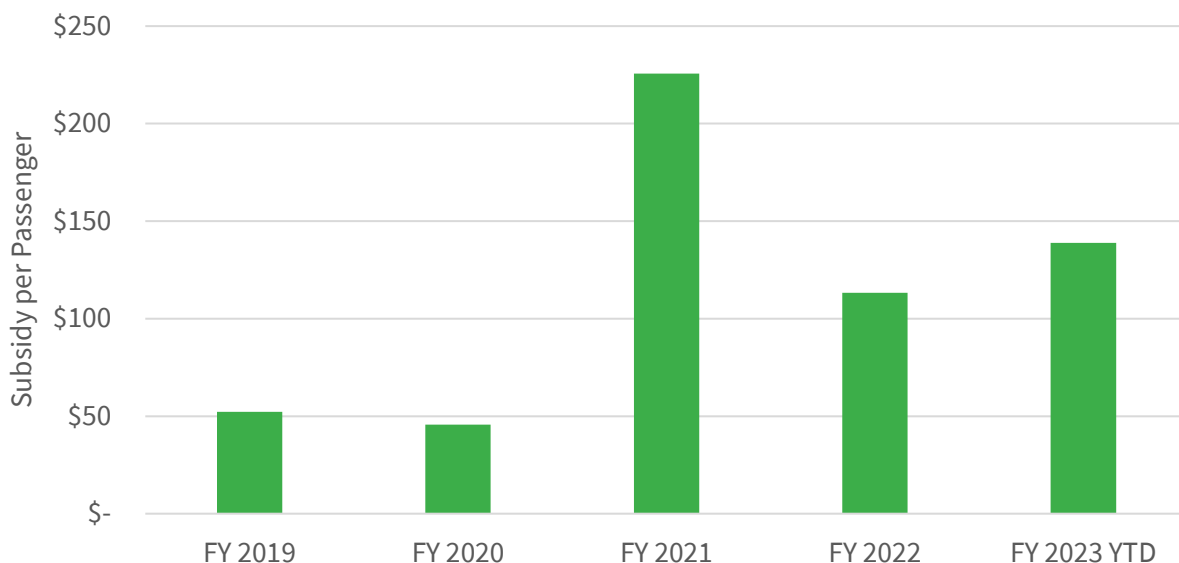
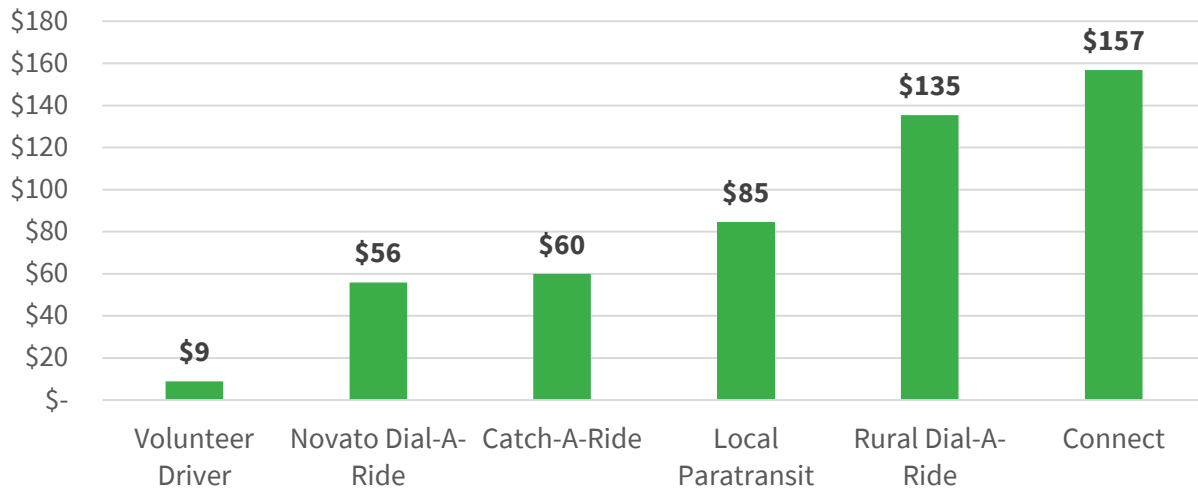




Figure 3: Subsidy per Passenger of Marin Access Programs, Q2 FY2023



The same contractor that operates Connect, Transdev, also operates Paratransit, Novato Dial-A-Ride, and Rural Dial-A-Ride. The same staffing shortages that have affected Connect have created reliability issues in the other programs as well. This is especially concerning for Paratransit, which is an ADA-mandated program. Marin Transit is reviewing all Marin Access programs focused on older adults and people with disabilities to evaluate changes to reflect post-pandemic rider needs, service reliability, and cost effectiveness. The resources that are being allocated to Connect could be more effective and better utilized in other Transdev-operated programs such as Paratransit.

Fiscal/Staffing Impact

None.

Respectfully Submitted,

Asher Butnik
Transit Planner

Attachment A: Connect Pilot Program Evaluation PowerPoint Presentation



Connect Pilot Program Evaluation

Agenda

- 01** Overview of Connect Pilot Program
- 02** Program Trends
- 03** Current Program Performance
- 04** Rider Input
- 05** Conclusion

Overview of Connect Pilot Program

Launch of Marin Transit Connect Pilot

- Launched in May 2018
- Trips restricted to Northern San Rafael
- Goals:
 - Primary goal: Same-day accessible transportation for Marin Access riders (older adults and people with disabilities)
 - Secondary goal: First/last mile connections for general public riders
- The District partnered with some large employers for employer-sponsored fares
- One-year evaluation in July 2019 concluded the program was primarily serving first/last mile commuters, not Marin Access riders



Marin Transit Connect is your new connection to work, home, transit, and other destinations across Northern San Rafael



Marin Transit Connect is a brand new pilot program that is entirely on-demand, and it operates anywhere in the service area — see map below.

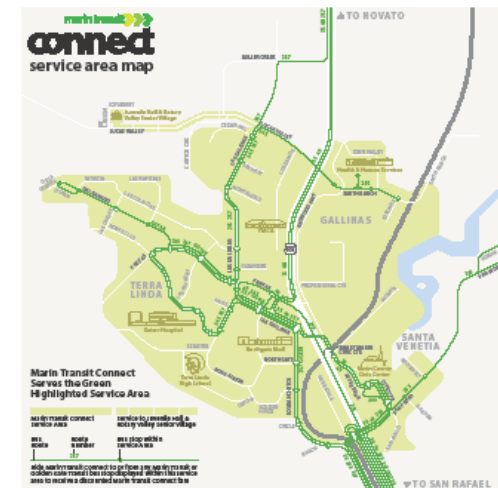
To start riding, download the Marin Transit Connect app on your smartphone. Once you register, you'll be able to request a ride from any location—to any location—in the service area. We'll give you an estimated pickup time and plan a convenient route to your destination in one of our vans.

You can track your ride in-real time with the app, and you'll receive text message notifications about the ride. We hope to see you on board soon!

Download the app today
and get \$10 of ride credit!
Promo Code: FIRSTRIDE

Vehicles are Wheelchair
Accessible

Weekdays from
6:20am-7pm



more information: connect.marintransit.org

Connect 2.0: Partnership with TAM

- Changes occurred in 2020 (planned pre-COVID)
- Changes were intended to increase Marin Access ridership, total ridership, and decrease technology costs
- Significant service area expansion (2.5 miles from all SMART stations)
- Switch to Uber platform
- General public fares became distance-based
- Integration with TAM's \$5 first/last mile voucher
- Usage heavily impacted by COVID
- This remains the current version of the program



RIDER ALERT

NEED A RIDE?
 Connect now serves all Marin SMART stations with more options in Uber app!

connect 2 transit

Connect2Transit is an integrated suite of mobility options in the Uber app that:

- Supports the Marin Transit Connect service and **expands Connect's service area significantly** to roughly 2.5 square miles from Marin SMART stations
- Offers **\$5 discounts on shared rides** to/from major transit stations in Marin County from the Transportation Authority of Marin
- Shows riders **real-time public transit information** as a travel option

Marin Access riders qualify for flat fare trips

Vehicles are wheelchair accessible

Weekdays from 6am-7pm; call-in option available

scan here with your phone camera to learn more

Available on the App Store Google Play

more information: connect2transit.com or (415) 454-0902

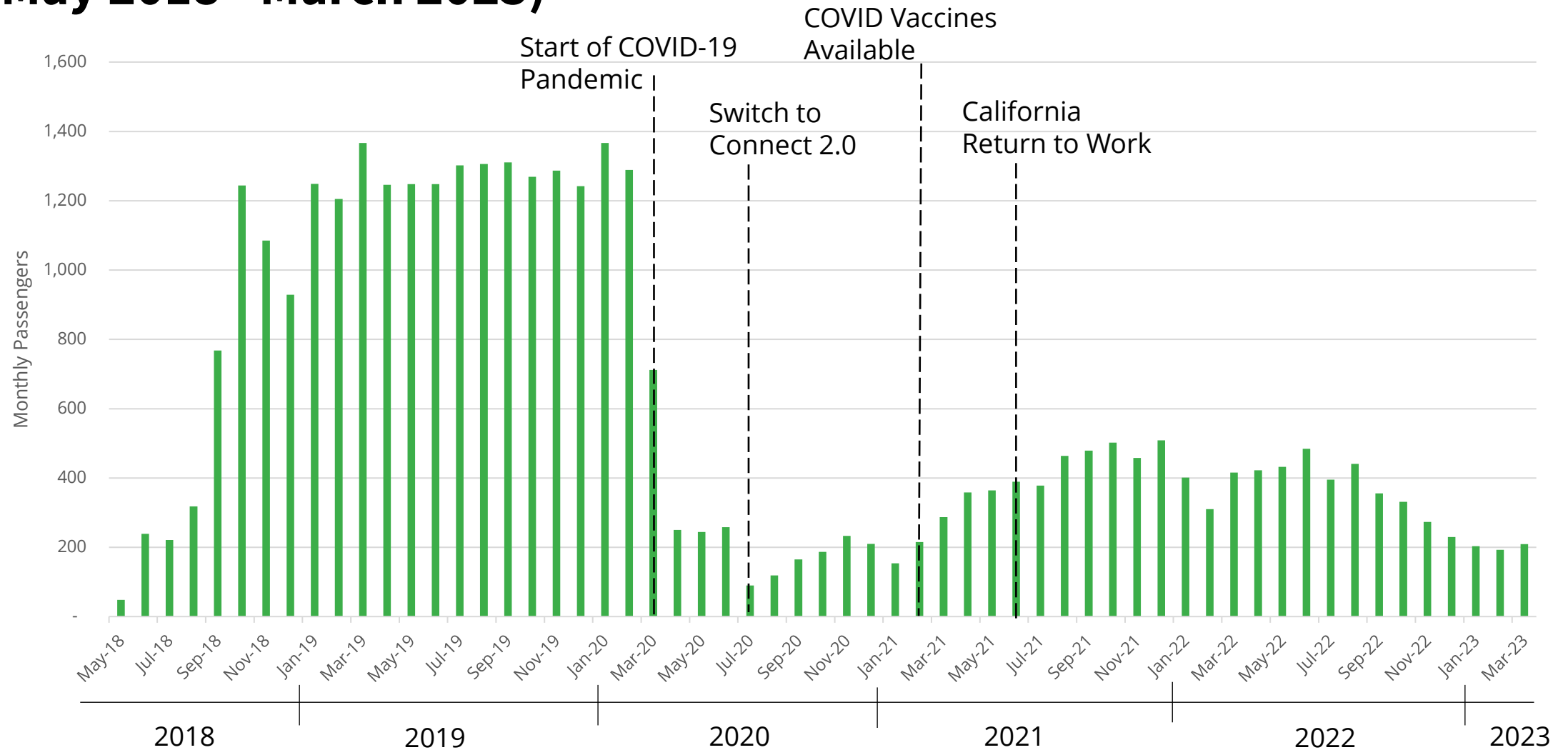
Connect Current Service Parameters

- Service operates 6 am – 7pm, Mon – Fri
- Ride requests
 - Marin Access riders may request rides through Uber app or Marin Access call center
 - General public must use Uber app
- Advanced scheduling is available, but does not guarantee vehicle availability any better than on-demand use
- Fares
 - Marin Access riders pay flat \$3 fare
 - General public riders pay mileage-based fare

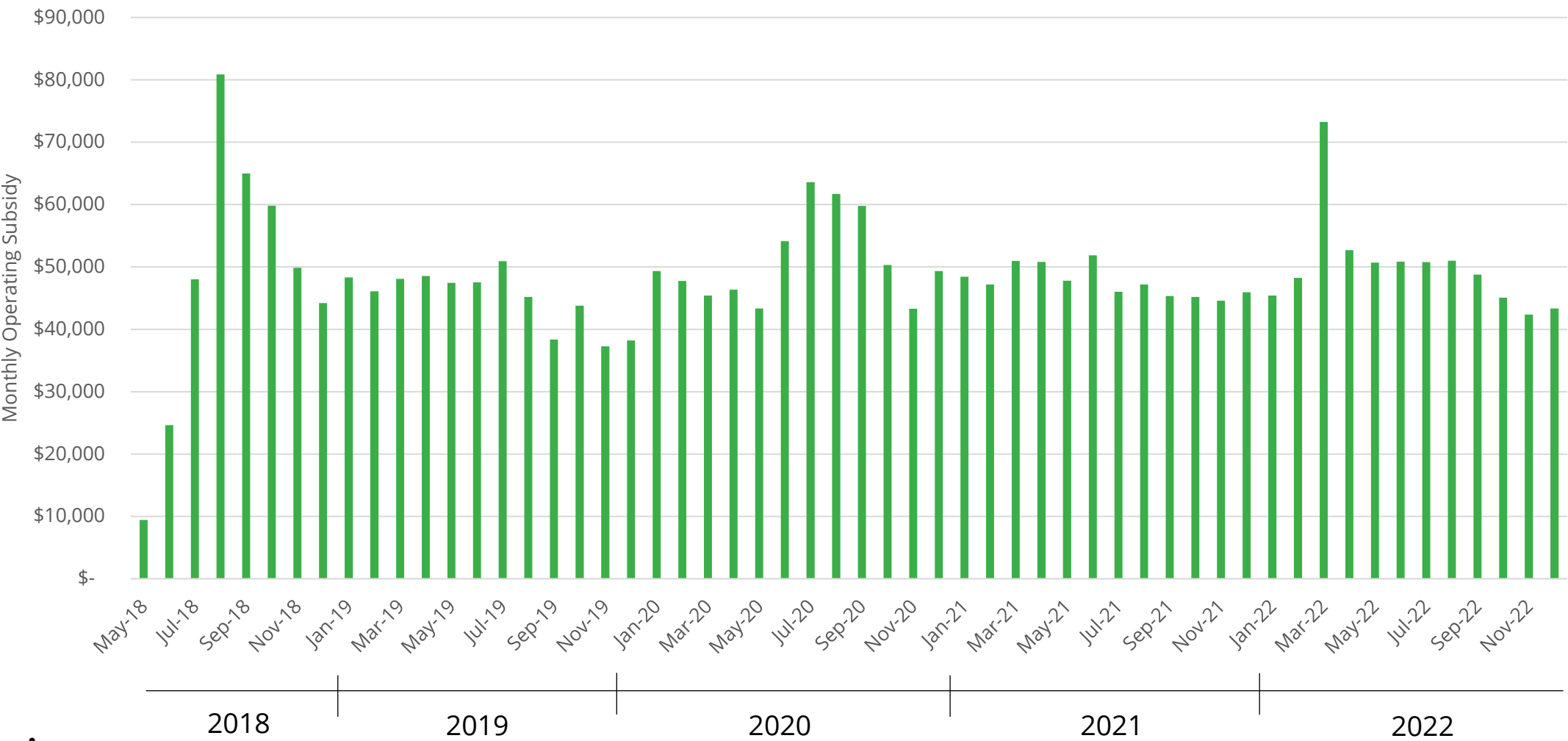


Program Historical Trends

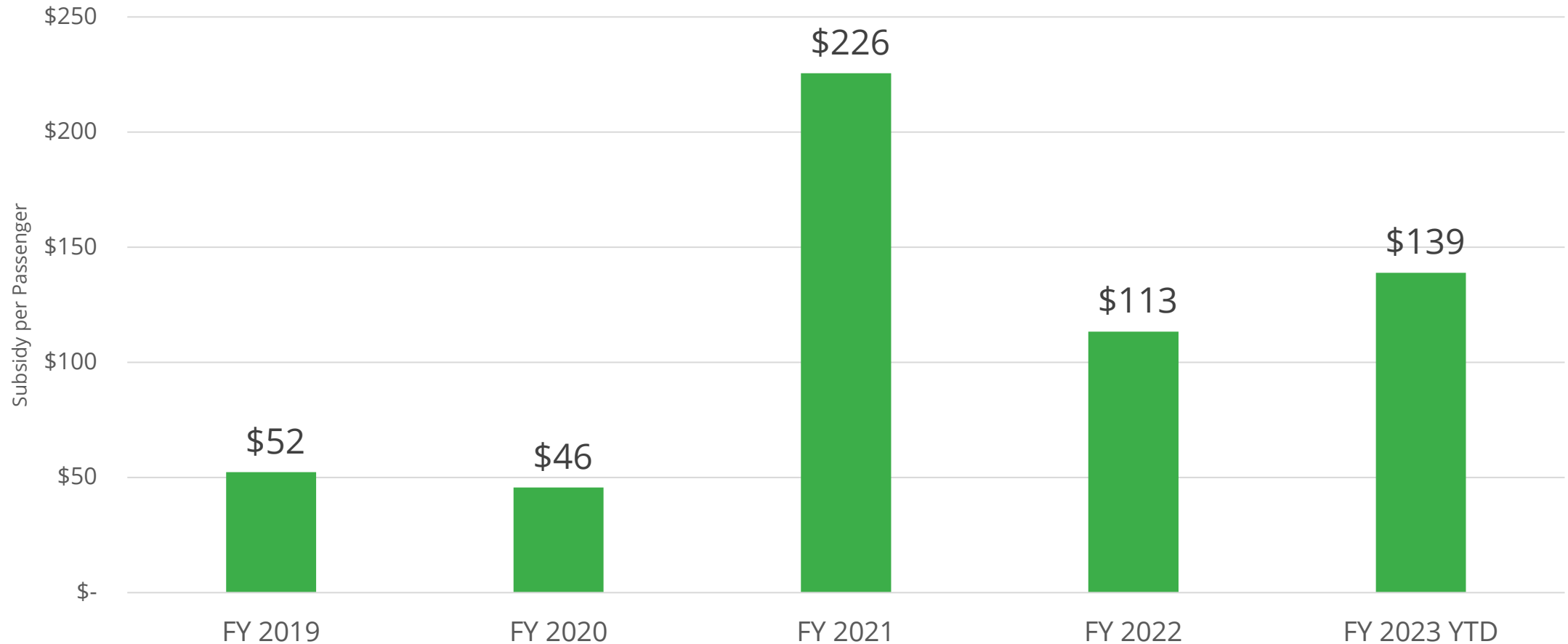
Connect ridership from launch of pilot program (May 2018 - March 2023)



Costs have remained constant over time



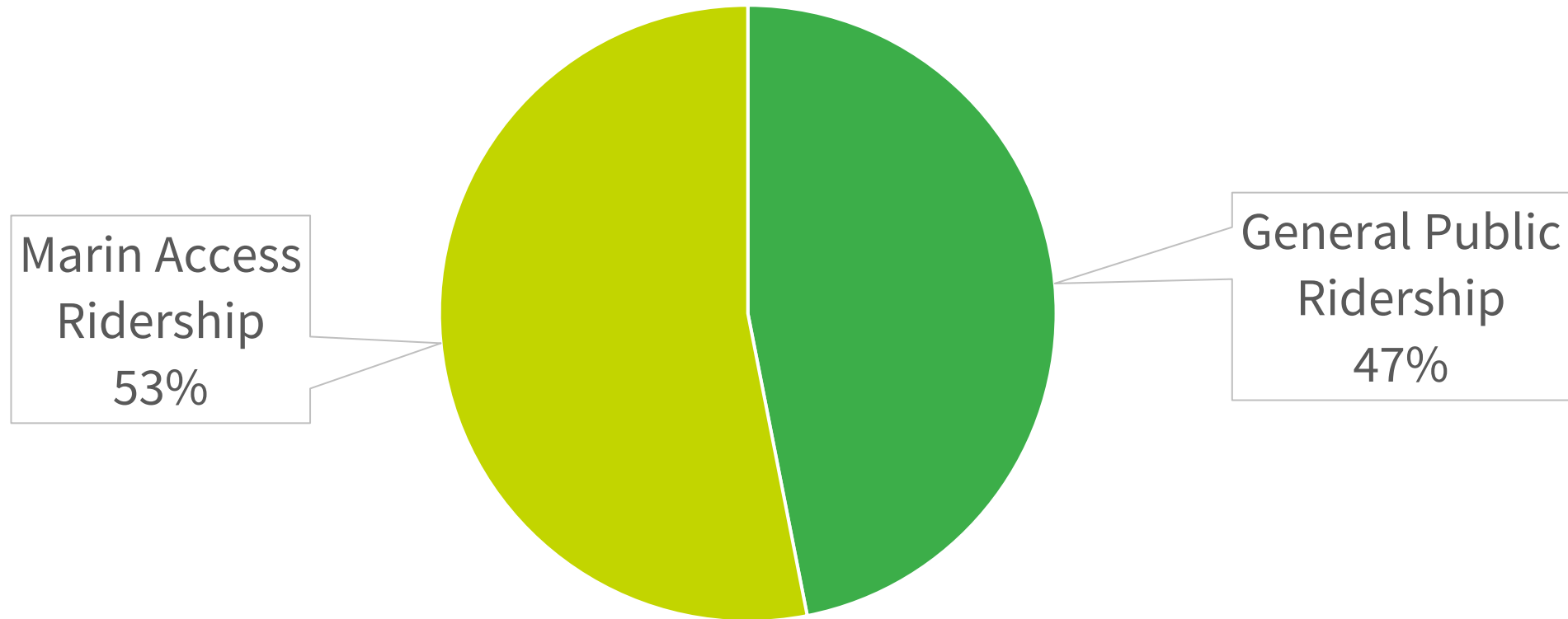
Subsidy per passenger is significantly higher than pre-COVID



Current Program Performance

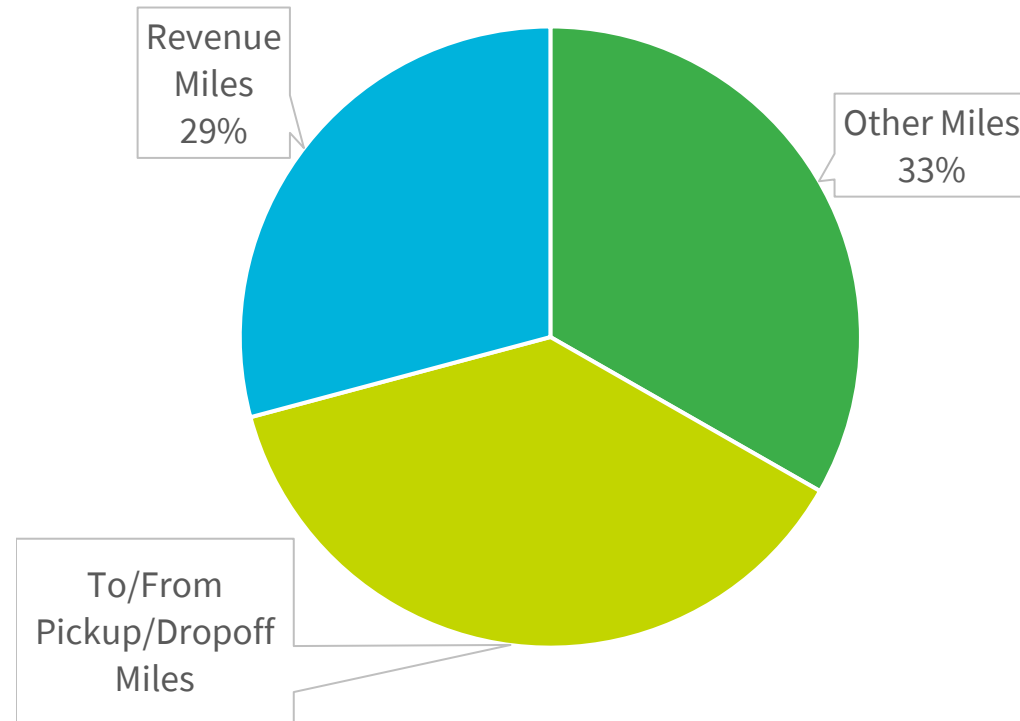
(April 2022 – March 2023)

About half of riders are Marin Access riders

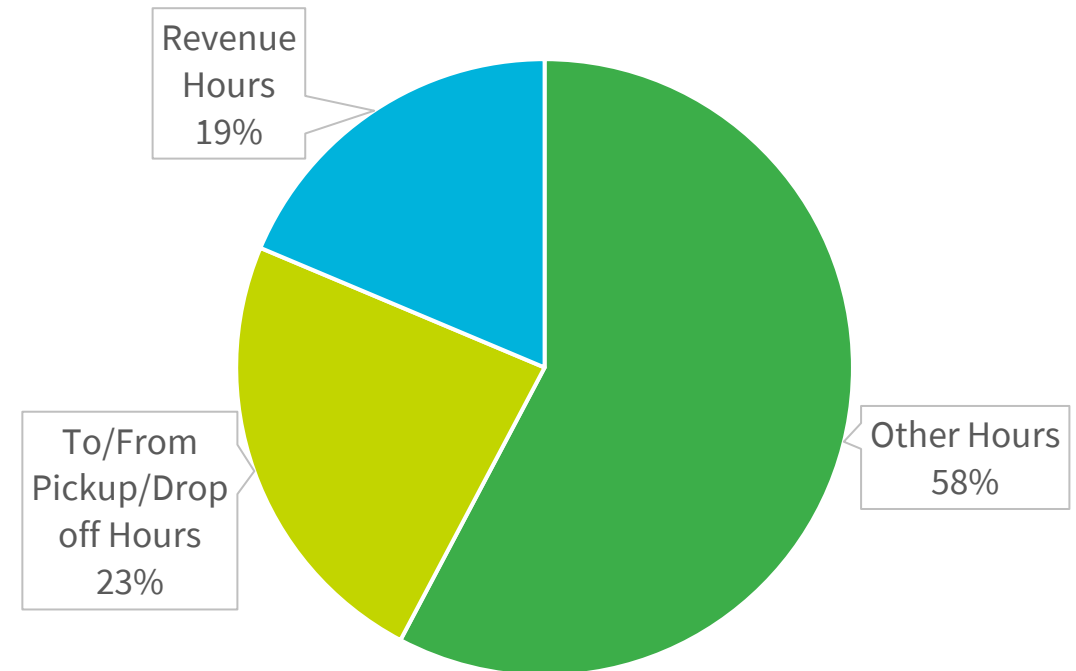


Most vehicle hours and miles happen with no passengers on board

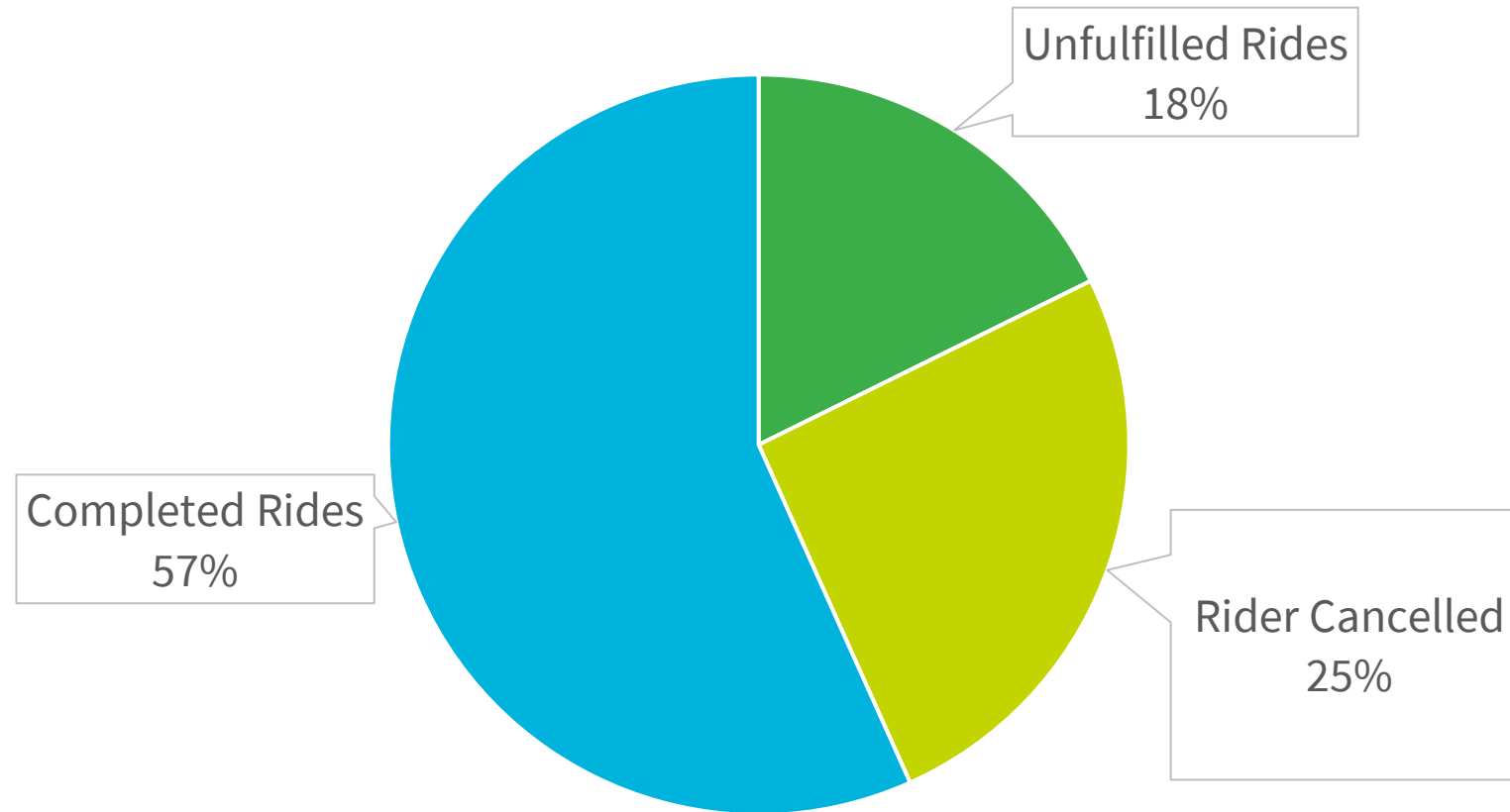
Vehicle Miles



Vehicle Hours



Less than 60% of trip requests are fulfilled.

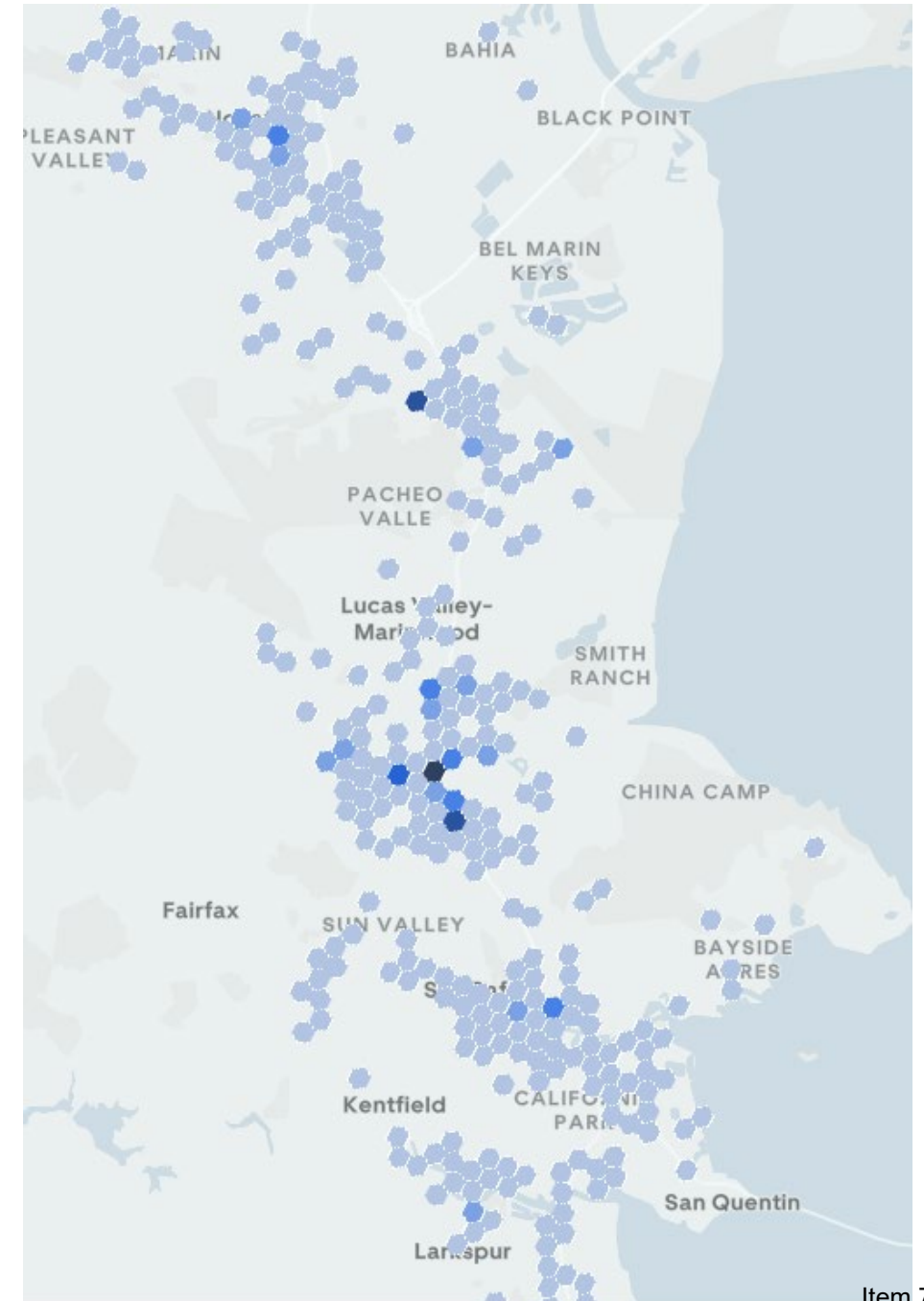


Top locations for Connect riders

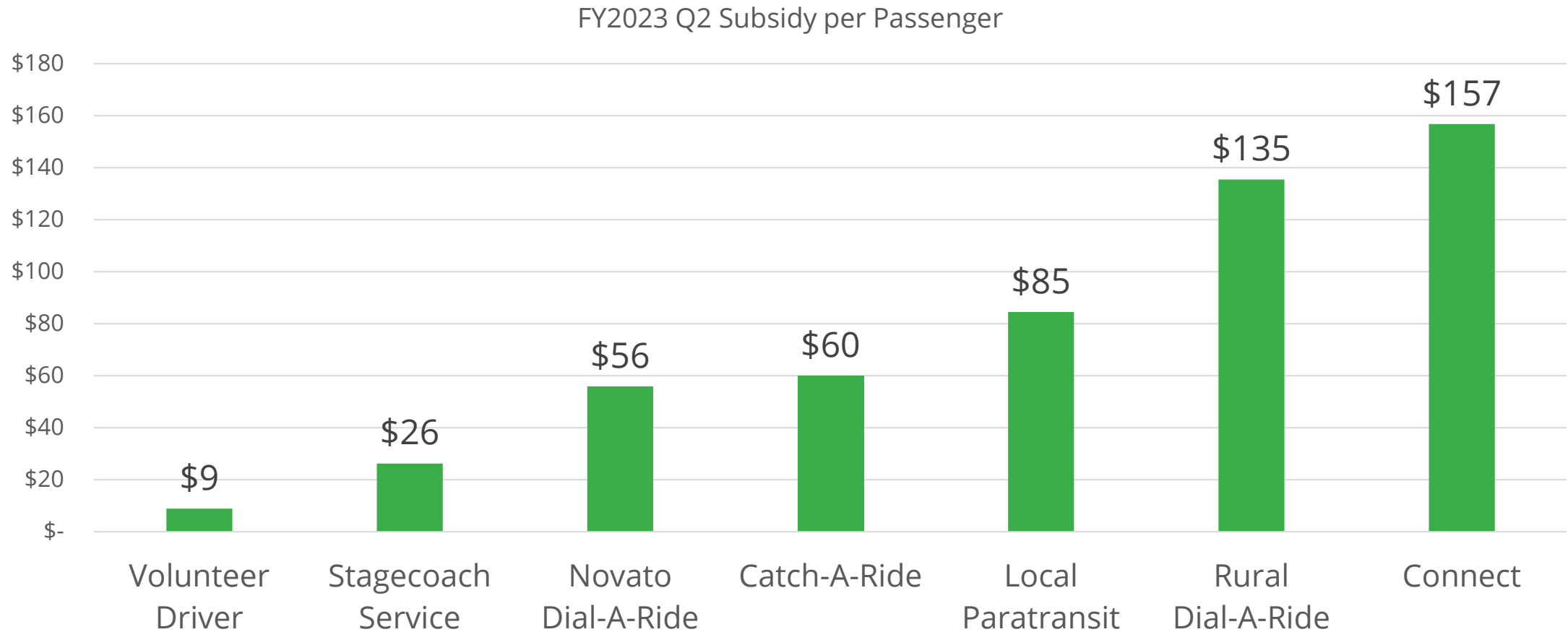
- Civic Center SMART
- Kaiser Hospital
- MarinHealth Urgent Care
- Marin General
- Downtown San Rafael/Canal District
- Downtown Novato
- Grocery Stores
- Terra Linda Neighborhood
- Large Senior Living Facilities



Represents past year's performance (April 2022 – March 2023)



Connect is the most expensive Marin Access program per passenger



*For comparison: The most expensive fixed-route service in the same quarter (rural) was **\$26/passenger***

Key program performance statistics

(April 2022 – May 2023)

Ridership Measure	Statistic
Productivity	1.1 trips/hour*
Average Weekly Ridership	76 trips/week
Average Daily Ridership	16 trips/day

* Productivity includes all billable hours from contractor, not just revenue hours. Connect is the only Marin Transit service for which the District pays for non-revenue hours.

Unique Riders	Statistic
Total Unique Riders	163 unique riders
Average Unique Riders per Month	25-50 unique riders per month

Trip Statistics	Statistic
Average Trip Length	3.8 miles
Average Trip Duration	12 minutes
Average Wait Time	15 minutes*
Wait Time Variability	6 – 24 minutes range for most rides*

* Does not include 43% rides that are unfulfilled or cancelled by rider

Rider Input

Rider Focus Groups: Marin Access Riders

Positive

- Riders like the Connect vans – more comfortable than paratransit cutaways
- Same day accessible service allows for flexibility in trip making

Negative

- Service reliability issues have led many to abandon the program
- Program limitations impact trip making decisions
 - Service hours & service area
 - Inability to use fare assistance credit



Conclusion

Conclusion

- **Productivity is low and subsidy is high**
 - Highest of all Marin Access programs
- **Revenue hours are not well utilized**
 - Day-of scheduling means trips cannot be efficiently grouped together
 - High deadhead miles work against the goal of reducing Vehicle Miles Travelled
- **Ridership has not recovered**
 - 26% of pre-pandemic ridership
 - Connect is **serving narrow population** of frequent riders
- Service is **unreliable** causing **rider frustration**
 - Ridership is falling as riders give up on service
- **Driver resources should be used in other programs**
 - Same driver pool is being used for all the Marin Access programs, including ADA paratransit
 - Focus resources on meeting Marin Access rider needs more directly and with higher quality

Thank you

CONTACT

Asher Butnik

Transit Planner

abutnik@marintransit.org



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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Alternate
Town of Corte Madera

May 1, 2023

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

Subject: Marin Access Recommendation

Dear Board Members:

Recommendation

- Approve 12-month pilot program to enhance Catch-A-Ride;
- Cancel Novato Dial-A-Ride and Connect programs;
- Make administrative changes to Marin Access programs and services to improve program legibility and rider experience (Rural Dial-A-Ride, Volunteer Driver, Low-Income Fare Assistance);
- Authorize General Manager to negotiate a 12-month agreement with Uber for a not to exceed amount of \$180,000; and
- Authorize General Manager to negotiate a 12-month agreement with North Bay Taxi for a not to exceed amount of \$235,000.

Summary

Staff is asking your Board to approve the proposed changes to Marin Access programs and services as outlined below and shown in Attachment A to this letter. These changes will impact Novato Dial-A-Ride, Connect, Catch-A-Ride, Rural Dial-A-Ride, Volunteer Driver programs, and the Low-Income Fare Assistance program. Staff is also asking your Board to give the General Manager authority to negotiate and execute contracts with Uber and North Bay Taxi to support the proposed changes and expansion of the Catch-A-Ride program. If approved, the proposed service changes would be implemented on July 1, 2023.

Background

In April 2023, staff updated your Board on the current state of Marin Access programs and services and general public programs that meet the needs of Marin Access riders (Attachment D). As reported, ridership levels on Marin Access programs are at only about half of pre-pandemic levels, likely due to continued health concerns by riders and the slow return of adult day programs and other programming for older adults and people with disabilities. Additionally, staff detailed the operational challenges that have emerged and escalated that are destabilizing the ability to deliver Americans with Disabilities



Act (ADA) paratransit service and could impact the District's ability to continue to offer programs that go beyond what is required by the ADA.

Given the ongoing nature of these challenges, staff have comprehensively reviewed Marin Access programs and services and used rider and stakeholder input to develop a package of recommendations. The recommendations are expected to allow for stabilization of the ADA-mandated paratransit program, focus programs and services on the populations most in need, improve service reliability and legibility for Marin Access riders, and improve the rider experience.

Rider and Stakeholder Input

The recommendations included in this letter are the culmination of analysis and outreach by Staff over the last 18 months. Staff utilized existing data sources, engaged stakeholders, and collected direct rider feedback during focus groups. The table below summarizes these efforts.

Outreach Effort	Detail	Timeframe
Outreach for Marin Access Innovation Incubator	Staff engaged with stakeholders and riders during the planning phase of the Marin Access Innovation Incubator program (Measure B gap grant) efforts to find creative ways to better serve the needs of riders in West Marin.	Fall and Winter 2021
Transportation Authority of Marin Citizen's Oversight Committee (TAM COC)	Staff engaged with stakeholders, riders, and the TAM COC as part of efforts to update the Measure B Expenditure Plan.	Spring and Summer 2022
Marin Access Rider Surveys	Staff collects feedback annually from Marin Access users via paper and online surveys designed to determine service efficacy and understand the needs of riders.	Review of Annual Survey Findings
Novato Dial-A-Ride Surveys	Staff developed and collected feedback via paper and online surveys of Novato Dial-A-Ride users.	Spring 2021 and Spring 2023
Marin Transit Advisory Committees	Staff engage with stakeholders and riders during regularly scheduled meetings of the Marin Paratransit Coordinating Council and the Marin Mobility Consortium.	Ongoing
Outreach to Buck Institute	Staff met with representatives of the Buck Institute, an employment site with a high number of general public users of the Novato Dial-A-Ride.	April 2023
Rider Focus Groups	Staff hosted focus groups with riders via phone, Zoom, and in person to get direct input and feedback on the aspects of programs and services they appreciate and the aspects that they find challenging. Participants were compensated for their participation.	April 2023

Anecdotal Feedback from Riders	Staff receive and review feedback from riders on an ongoing basis. Feedback is reported in a variety of ways including via phone, email, mail, or comment card and can include both complaints and commendations.	Ongoing
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Staff would like to thank and acknowledge all stakeholders and riders that shared their input during this process. Their feedback directly informed the development of these recommendations to improve Marin Access programs and services.

Key Findings

The table below details key findings by program obtained from the analysis and outreach efforts. These findings, along with program performance data, were used to develop recommendations for Marin Access programs and services.

Program	Key Findings
Mandated ADA Paratransit	<ul style="list-style-type: none"> • Driver shortages have led to program destabilization, reduced reliability, and rider dissatisfaction • Service area restrictions for mandated service limit many riders' ability to travel • Advance booking requirement reduces flexibility for riders
Volunteer Driver	<ul style="list-style-type: none"> • Compensation for volunteers gives rider a sense of agency when requesting assistance • Volunteer shortages limit rider ability to access necessities, particularly in West Marin • Riders without a local support network may find it challenging to find a volunteer
Catch-a-Ride	<ul style="list-style-type: none"> • Same day accessible service allows for flexibility in trip making • Service in accessible vehicles is limited and unreliable • Dedicated call center is inefficient and does not allow for trip changes when needed • The current subsidy and trip count allowance impact trip making decisions, especially for low-income riders
Novato Dial-a-Ride	<ul style="list-style-type: none"> • Service area allows for travel to destinations within and just outside the limits of Novato, but restricts travel countywide • Use by the general public limits service availability for Marin Access eligible riders • Hours of operation limit riders' ability to travel
Rural Dial-A-Ride	<ul style="list-style-type: none"> • Riders rely on this service to access groceries and other necessities at low cost • Riders appreciate the ability to use fare assistance to pay fare • Riders and community partners often refer to the programs as shopper shuttles
Connect	<ul style="list-style-type: none"> • Driver shortages have led to program destabilization and rider dissatisfaction • Same-day accessible service allows for flexibility in trip making • Riders appreciate the ability to book and pay for trips via an app as well as the ability to get trip status updates (in-app + via text) • Riders appreciate and desire friendly, trained drivers, and assistance with packages and/or to their door

Low Income Fare Assistance	<ul style="list-style-type: none"> • The use of “low-income” in the program name is off putting to some and may pose a barrier to applicants desire to apply • The inability to use fare assistance credit across all Marin Access programs limits riders use of some programs • Riders desire increased flexibility in how and when credit can be used
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Recommended Actions

Detailed below are the recommended actions for all programs impacted. Program goals include providing effective mobility options, achieving high levels of customer satisfaction, and focusing programs and resources on the populations most in need. Staff anticipate that the recommended actions will achieve these goals and lead to the following outcomes: stabilization of mandated ADA paratransit service, improved service reliability, and improved cost effectiveness via operational efficiencies. While there are no recommended programmatic changes for ADA paratransit service, staff anticipate that the package of changes recommended below will help stabilize and improve the reliability of ADA-mandated paratransit service by focusing labor resources on the paratransit program.

Novato Dial-A-Ride

The Novato Dial-A-Ride (NDAR) program, formerly EZ Rider, was developed in 2009 to provide transit service within Novato, especially to areas not well served by fixed route service. This service offered options for ADA paratransit eligible riders living and/or traveling outside of the footprint of the ADA paratransit service area. Since that time, fixed route service in Novato has greatly increased and thus expanded the footprint of the complementary ADA service; many ADA riders can now use the ADA paratransit service with ease. Currently there is no eligibility requirement for NDAR and the service is used by both the general public and Marin Access eligible riders (65+ or ADA eligible). The service currently only has one vehicle and driver operating the service.

NDAR is a service appreciated by many but program limitations including service hours, service area, and limited supply impact riders’ ability to make needed trips. Most notably, Marin Access riders report challenges with booking trips and using the service due to the high level of demand from general public riders traveling to and from their employment sites. Ridership on NDAR has not recovered since the pandemic; in FY23 to date, average monthly ridership is less than 30% of pre-COVID levels.

RECOMMENDATION: Based on the review of all available data and feedback received from riders, staff recommend cancellation of the Novato Dial-A-Ride program.

The recommendation will allow for stabilization of the ADA mandated paratransit program by concentrating labor resources on that service, will eliminate service redundancy, and will allow the District to concentrate resources on the riders most in need, older adults and people with disabilities. While general public riders will be impacted by this change, staff will provide adequate noticing to riders to help them understand alternative mobility options available to them.

Connect

The Connect pilot program was developed in 2018 to test the use of an on-demand service that would meet the needs of multiple markets including older adults, people with disabilities, and those traveling to or from transit hubs, employment sites, or other activity centers. The program was concentrated in a very limited service area initially, but has been adjusted and expanded over time. The program has



undergone several iterations to test use the of the technology, program design, and a new vehicle type. The program proved to have several desirable characteristics including same day trip booking; smartphone app-based booking, integrated digital payment, notifications via the Uber app, and the operation of an accessible van during all hours of service. Marin Access riders appreciated the reduced flat fare of \$3 per trip and lack of limitations on the number of trips a rider can take.

As driver shortages have become more acute, drivers have been slowly shifted away from the Connect program to operate the mandated ADA paratransit services. This has often left only one Connect vehicle and driver in service at any given time. Due to this, riders have experienced challenges with trip fulfillment, and many have abandoned the service due to lack of service reliability. Ridership levels have remained low since the pandemic with current average monthly ridership on Connect at approximately 26% of pre-COVID ridership. In March 2023 staff were notified that Uber would no longer offer the Software As A Service (SAAS) contract that allows vehicles operated on behalf of the District to be shown in the Uber app beyond July 1, 2023.

RECOMMENDATION: Based on the inability to extend the current agreement with Uber, a review of all available data from the pilot program, and feedback received from riders, staff recommend cancellation of the Connect program.

The recommendation will allow for stabilization of the ADA-mandated paratransit program by concentrating labor resources on that service, eliminate service redundancy, and will allow the District to concentrate resources on the riders most in need - older adults and people with disabilities. While general public riders will be impacted by this change, staff will provide adequate notice to these riders to help them understand alternative mobility options available to them.

Catch-A-Ride

The Catch-A-Ride program, launched in 2012, is a subsidized taxi program that allows riders to schedule and take trips with local taxi providers. Riders pay a base fare of \$4 per trip and 100% of the fare beyond \$18. Riders eligible for the fare assistance program have the option of using fare assistance credit toward the base fare. Riders are limited to 10 one-way trips per month. The District contracts with MV Transportation to operate a call center to coordinate trip booking and they, in turn, subcontract with taxi providers for trip fulfillment. The District's contract with MV Transportation expires on June 30, 2023.

The Catch-A-Ride program has been successful, but there are opportunities for improvement; the scheduling arrangement presents challenges and the current subsidy amounts limit riders ability to travel longer distances to access necessities. While this program is popular with riders, ridership has not recovered following the pandemic and the current monthly average is under 30% of pre-COVID levels.

RECOMMENDATION: Based on the review of all available data and feedback received from riders, staff recommend the development of an enhanced Catch-A-Ride program to be offered as a 12-month pilot program.

As part of the program enhancement, staff recommend allowing rides by taxi or ride-hailing app; this will require new agreements with Uber, and North Bay Taxi, as detailed in the Contract Recommendation section below.



The pilot program will utilize external providers, including their drivers and vehicles, and shift to a voucher-based program offering paper and digital vouchers. Riders will select either a paper voucher to use with North Bay Taxi or a digital voucher to use in the Uber app or a mix of both, and then schedule their trips directly with the provider by phone or via the Uber app. Key features of the recommended program:

- **Subsidized rides:** Marin Transit will offer a fixed number of subsidized trips per quarter based on eligibility for the fare assistance program.
 - Marin Access riders will pay a base fare of \$5 per trip, Marin Transit will subsidize the next \$20 per trip, and the rider will pay any remaining fare above \$25. Riders will have access to 30 one-way trips per quarter.
 - Marin Access riders that are eligible for the fare assistance program will not pay the base fare and will additionally get 10 one-way long distance vouchers per quarter (\$40 value).
- **Accessibility:** Marin Transit will lease an accessible van (formerly used for the Connect service) to the provider(s) to ensure program accessibility.

The pilot will include ongoing evaluation to determine the efficacy of the program and to review program performance based on the metrics shown below. Additional metrics will be added as appropriate. Program adjustments will be considered following the evaluation period including consideration of adding more providers.

- | | |
|---|--|
| <ul style="list-style-type: none">• Trip making<ul style="list-style-type: none">◦ Ridership◦ Trip completion rate◦ Trip lengths• Rider experience• Costs and subsidy amounts<ul style="list-style-type: none">◦ Quantity and dollar value of vouchers used | <ul style="list-style-type: none">• Use of Taxi as provider<ul style="list-style-type: none">◦ Effectiveness of dispatcher scheduling◦ Availability & usage of accessible vehicle• Use of TNC as provider<ul style="list-style-type: none">◦ Service type (e.g. UberX, Uber Assist, Uber WAV, UberX Shared)◦ Ease of app usage◦ Availability & usage of accessible vehicle |
|---|--|

These recommendations enhance the existing Catch-A-Ride program and will allow the District to concentrate resources on the riders most in need – older adults and people with disabilities – particularly those with limited income.

Rural Dial-A-Ride

The Rural Dial-A-Ride (RDAR) program was developed to provide service in areas of West Marin that have low fixed route service levels. The service has limited operations; Point Reyes Dial-A-Ride and Dillon Beach/Tomales Dial-A-Ride operate bi-weekly and weekly respectively. Rural Dial-A-Ride services are effectively shopper shuttles that take riders from locations in West Marin to shopping destinations in Petaluma and Novato. While ridership remains relatively low on RDAR, this service is a limited lifeline service that allows older adults and people with disabilities to access low-cost groceries and other necessities.

RECOMMENDATION: Based on the review of all available data and feedback received from riders, staff recommend rebranding the Rural Dial-A-Ride programs to the Marin Access Shuttle program.

As part of this rebrand, staff will formalize other existing shopper shuttles and develop program parameters that will allow for community partners, residential facilities, and other entities to request development of new shuttles to meet specific needs for Marin Access eligible riders. These shuttles could include shuttles operated in partnership with healthcare facilities, residential facilities, or other activity centers. Formalizing the shuttle request process will allow staff to determine how and where resources can most effectively serve older adults and people with disabilities in the community and will allow staff to concentrate these shuttles during off peak hours when resources are more readily available. This recommendation is largely an administrative change.

Volunteer Driver Programs

Marin Access volunteer driver programs offer mileage-based reimbursement for trips completed using a volunteer identified by the rider. STAR serves eligible riders living in urbanized areas of Marin while TRIP serves eligible riders living in West Marin. The programs operate similarly, but the TRIP program offers reimbursement for a higher number of miles per month due to lengthier trip distances for trips originating in West Marin. The reimbursement rate is \$0.65 per mile. The availability of volunteers has been impacted by the pandemic and feedback suggests that an increased reimbursement rate would encourage additional volunteers to support eligible riders. The STAR and TRIP volunteer driver programs continue to be popular with riders and are the most cost-effective program option offered for Marin Access eligible riders.

RECOMMENDATION: Based on the review of all available data and feedback received from riders, staff recommend increasing the volunteer driver program reimbursement rate to \$0.70 per mile.

This recommendation is largely an administrative change. It will have limited impact on the budget because this is a low-cost program overall and it is anticipated to encourage additional volunteers to support the transportation needs of eligible riders.

Low Income Fare Assistance Program

The Low Income Fare Assistance (LIFA) program was developed and launched in 2020 to offer a consolidated fare assistance program, allow for use across Marin Access programs and services to the greatest degree possible, and to increase the availability of the program and assistance offered. The LIFA program offers \$20 of credit to eligible riders monthly. Credit can be used on several programs and services booked in the District's scheduling and dispatch platform, including local paratransit, Rural Dial-A-Ride, and Catch-A-Ride base fares. Fare assistance is applied as trips are booked and rolls over month to month. Riders can also opt in to receive a pass that allows them to use Marin Transit local bus service at no cost. The LIFA program requires participants to renew annually. Currently, nearly 450 Marin Access riders are eligible for the Marin Access program.

The Low Income Fare Assistance program has been effective in allowing riders with income barriers to use Marin Access programs and services. Riders have expressed desires to have increased flexibility as to how and when they can use their fare assistance credit. Additionally, they have indicated that the program branding could be updated to be more inclusive.



RECOMMENDATION: Based on the review of all available data and feedback received from riders, staff recommend rebranding this program to the Marin Access Fare Assistance program and shifting to a quarterly disbursement of fare assistance.

This recommendation is largely an administrative change and is anticipated to increase program participation and offer fare assistance in a manner that is more useful to the rider.

Summary of Recommended Program Changes

The table below shows a summary of the recommended changes.

Program	Recommended Changes
Novato Dial-a-Ride	<ul style="list-style-type: none">• Cancel program
Connect	<ul style="list-style-type: none">• Cancel program
Catch-a-Ride	<ul style="list-style-type: none">• Develop an enhanced Catch-A-Ride program to be offered as a 12-month pilot program.• Transition to a voucher program, riders can select paper vouchers to use with North Bay Taxi or digital vouchers to use with Uber, or a mix of both• Riders receive vouchers quarterly, subsidy and quantity based on eligibility for fare assistance• Lease an accessible vehicle to provider to ensure accessible same-day option
Rural Dial-A-Ride	<ul style="list-style-type: none">• Rebrand to the Marin Access Shuttle program
Volunteer Driver	<ul style="list-style-type: none">• Increase the volunteer driver program reimbursement rate to \$0.70 per mile.
Low Income Fare Assistance	<ul style="list-style-type: none">• Rebrand to the Marin Access Fare Assistance program and shift to a quarterly disbursement of fare assistance.

Contract Recommendation

The proposed programs and service changes require execution of two new agreements:

1. An agreement with North Bay Taxi to reimburse for services performed and initiate a lease agreement for use of an accessible van (formerly used for the Connect service). The contract maximum, or Not to Exceed amount, for the 12-month contract with North Bay Taxi is \$235,000. The calculated contract maximum includes the cost of trip subsidies based on projected ridership and additional costs including start-up expenses and ongoing administrative costs.
2. An agreement with Uber to allow for activation of a voucher program that will provide riders with digital vouchers to book trips in the Uber app. The contract maximum, or Not to Exceed amount, for the 12-month contract with Uber is \$180,000. The calculated contract maximum include the cost of trip subsidies based on projected ridership.

Fiscal/Staffing Impact

As shown in the table below, these proposed recommendations are estimated to save the District approximately \$230,000 annually. These cost estimates were developed based on the following assumptions:



- The cancellation of the Connect program will reduce variable costs associated with operation of the service (-6,500 hours) and eliminate the cost for the app technology (Uber software).
- The cancellation of the Novato Dial-A-Ride program will reduce variable costs associated with operation of the service (-1,300 hours).
- The new Catch-A-Ride program will no longer have costs associated with a dedicated call center.
- The new Catch-A-Ride program is projected to experience an estimated 30% increase in usage due to the recommended adjustments to the subsidy per trip and trips per rider.
- The volunteer driver reimbursement program is projected to experience a 30% increase in usage due to the higher per mile rate.

FY 2023/24 Annual Cost Reductions	
Cancellation of Connect (Reduce budgeted Transdev revenue hours by 6,500)	-\$344,240
Cancellation of Novato Dial-A-Ride (Reduce Transdev revenue hours by 1,300)	-\$68,848
Elimination of Dedicated Catch-A-Ride Call Center (Fixed Fees)	-\$177,980
Elimination of Connect Scheduling Software (Uber Software)	-\$30,000
FY 2023/24 Annual Cost Increases	
Volunteer Driver Reimbursement Rate Increase	\$27,000
New Catch-A-Ride Costs	\$365,000
Net Change	-\$229,068

The implementation of the changes will occur in FY2023/24. Should your Board approve these recommendations, they will be reflected in the Final FY 2023/24 budget that will be brought to your Board for approval in June of 2023.

Respectfully Submitted,

A handwritten signature in black ink that reads "Joanna Huitt".

Joanna Huitt

Senior Mobility Planner

Attachment A: Marin Access Recommendation Presentation

Attachment B: Draft Agreement with Uber

Attachment C: Draft Agreement with North Bay Taxi

Attachment D: April Marin Access Update to Board of Directors



Marin Access Recommendation

Agenda

- 01** Marin Access Program Review
- 02** Outreach & Rider Feedback
- 03** Marin Access Program Proposal
- 04** Expected Impacts
- 05** Timeline & Implementation
- 06** Recommendation

Marin Access Program Review



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

Marin Access Key Challenges

- Ridership has not recovered since the pandemic
- Costs are not leveling off due to reduced demand
- Staffing levels reduce service reliability
- Resources are spread across a lot of programs
- Upcoming contract changes
 - Service contract for Catch-A-Ride is expiring on 6/30
 - Uber will no longer offer Software As A Service contract after 6/30

Plan for Program Improvement

Meet goals & performance standards in Short-Range Transit Plan & Measure B

GOALS

- Provide effective mobility options for older adults and people with disabilities
- Achieve high levels of customer satisfaction with services
- Focus programs and services on the populations most in need

OUTCOME

- Stabilize mandated ADA paratransit service
- Improve reliability across programs
- Improve operational efficiency and cost effectiveness while ensuring vulnerable populations are served

Outreach & Rider Feedback

- Outreach for Marin Access Innovation Incubator / gap grants
- TAM Citizens Oversight Committee Input
- Marin Access and Novato Dial-A-Ride Surveys
- Marin Access Updates to Paratransit Coordinating Committee (PCC) & Marin Mobility Consortium (MMC)
- Marin Access Focus Groups
- Site Specific Outreach
- Feedback from riders



Outreach Findings

- **Riders depend on Marin Access programs** and services, many have no other options
- **Poor service reliability** has led many to abandon specific programs
- **Program limitations** greatly impact trip making decisions
- Riders appreciate and desire **friendly, trained drivers**, and assistance with packages to their door
- **Same day accessible service** allows for flexibility in trip making
- Trip flexibility for **medical appointments** is key to accessing healthcare
 - Same day booking options are desired
 - Ability to update or change trip details is desired
- **Fare assistance** allows many riders to access necessities
 - Increased flexibility in how and when this can be used is desired

Overview of Recommended Changes

- **Paratransit** – No programmatic change; other changes expected to improve this service
- **Volunteer Driver** – Increase reimbursement rate to \$0.70 / mile
- **Rural Dial-A-Ride** – Rebrand to “Marin Access Shuttle program” & evaluate expansion
- **Low Income Fare Assistance Program** – Rebrand & update eligibility & disbursement
- **Novato Dial-A-Ride** – Cancel and replace with enhanced Catch-A-Ride pilot program
- **Connect** – Cancel and replace with enhanced Catch-A-Ride pilot program
- **Catch-A-Ride** – Enhance program & offer two voucher types as 12-month pilot program

Cancel Novato Dial-A-Ride and Connect

Shift Riders

Marin Access
Riders →

General
Public →



New Catch-A-Ride



Fixed Route



Retain what works well:

- Retain same-day accessible service
- Retain convenience of app-based trip booking and payment
- Retain Uber contract, transition to support enhanced Catch-A-Ride
- Serve general public through fixed route services including Community Shuttles

Catch-A-Ride 2.0

- Pilot a new expanded model
- Enhance program to improve same-day and accessible service
- Transition to voucher program
- Partner directly with providers to offer service, initially North Bay Taxi and Uber
- Riders book trips directly with provider
- Eliminate internal call center



Recommended Marin Access Programs Starting July 1, 2023



Paratransit

Door-to-door, shared ride service for ADA-eligible riders



Travel Navigators

One-stop resource for program information & eligibility



Catch-A-Ride 2.0 Pilot

Discounted taxi or Uber rides for seniors & people with disabilities



Fare Assistance

Fare assistance for those that qualify via Medi-Cal or income



Volunteer Driver

Mileage reimbursement for seniors & people with disabilities



Travel Training

Group presentations on public transit & other mobility options

Catch-A-Ride 2.0 Pilot Program

Key Characteristics

- Provide vouchers for riders to take trips on taxis or TNCs (such as Uber).
- Riders book trips directly with the provider.
- Vouchers distributed on a quarterly basis to provide more rider flexibility.
- Riders eligible for fare assistance will receive higher subsidy and more vouchers.
- MCTD will lease accessible vehicle(s) to local taxi provider(s) to ensure the program remains accessible.
- Provider network initially includes North Bay Taxi and Uber;
 - Allows for more providers to be added in the future.
- Rider selects provider (Taxi = paper vouchers, Uber = digital vouchers via app, or 50/50 mix).

Rider Type	Rider Pays	Trip Count
General Marin Access Riders	\$5 base fare & cost above \$25	30 trips / quarter
Fare Assistance Eligible Riders	No base fare & cost above \$25	30 trips / quarter
	Longer-distance vouchers: no base fare, cost above \$40	10 trips / quarter

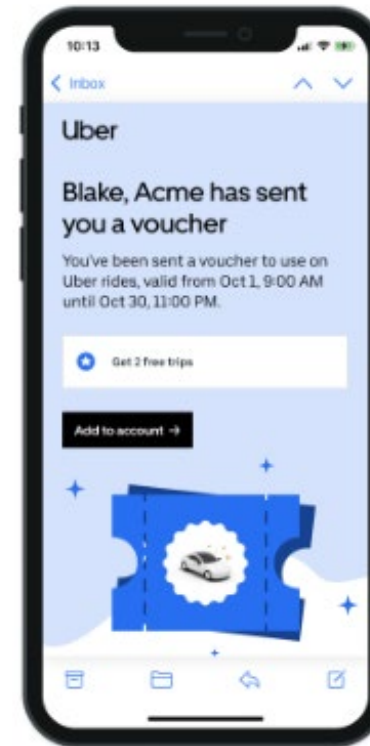
Catch-A-Ride 2.0 Pilot – Providers & Voucher Types

Paper voucher program requires agreement with North Bay Taxi.

Marin Transit will lease North Bay Taxi an accessible vehicle to ensure accessible vehicle is available



Digital voucher program requires agreement with Uber.



Marin Access Catch-A-Ride

Issuer
Marin Transit

Value
Up to \$15.00 off each trip
10 trips remaining (10 trips total)

Starts
April 14, 2023 at 01:00

Expires
April 21, 2023 at 23:59

By using vouchers, you acknowledge that Uber may share your name, order, location, and trip/delivery information with the issuer.

Limited availability. Vouchers have no cash value, are non-transferable, do not apply to tips on rides, and may be changed or cancelled at any time. Depending on restrictions set by the issuer, vouchers used on Uber Eats may not apply to alcohol or other items, pickup orders, or certain locations (your personal payment method will be charged). Please direct any further questions about voucher redemption or use to the issuer.

Catch-A-Ride 2.0 Pilot – Program Evaluation

- Program will be evaluated on an ongoing basis to determine effectiveness and where adjustments may be needed
- **Evaluation criteria**
 - Trip making
 - Ridership
 - Trip completion rate
 - Trip lengths
 - Rider experience
 - Costs and subsidy amounts
 - Quantity and dollar value of vouchers used
 - Use of Taxi as provider
 - Effectiveness of dispatcher scheduling
 - Availability & usage of accessible vehicle
 - Use of TNC as provider
 - Service type (e.g. UberX, Uber Assist, Uber WAV, UberX Shared)
 - Ease of app usage
 - Availability & usage of accessible vehicles

Financial Impacts

FY 2023/24 Cost Reductions	
Reduced Revenue Hours Connect	-\$344,240
Reduced Revenue Hours Novato Dial-A-Ride	-\$68,848
MV Transportation Call Center (Fixed Fees)	-\$177,980
Uber Software As A Service Contract	-\$30,000
FY 2023/24 Cost Increases	
Volunteer Driver Reimbursement Rate Increase	\$27,000
New Catch-A-Ride Costs	\$365,000
Net Change	-\$229,068

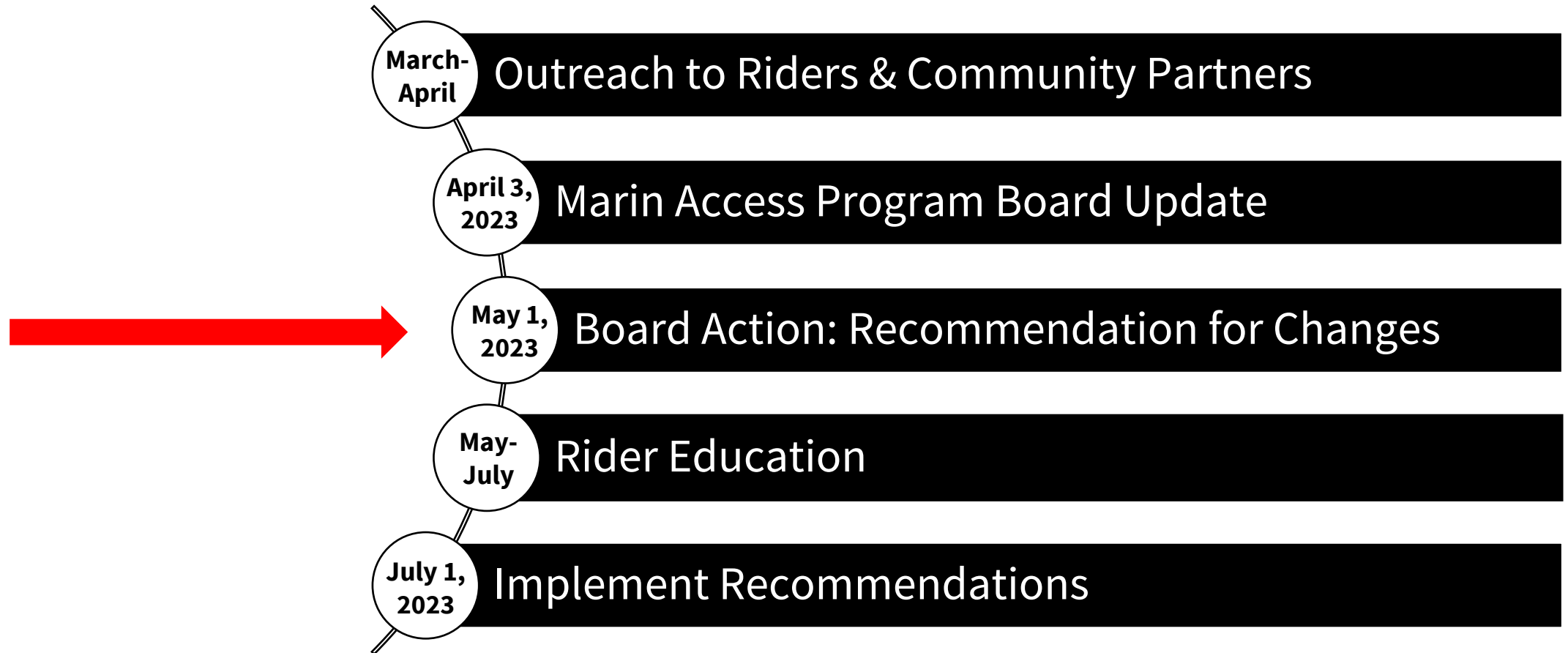
- The recommended changes result in a net reduction of nearly \$230k
- The increase in volunteer driver reimbursement rate will result in an increase in VDP program costs
- Fixed fees for Marin Access allocated to Transdev are not included
- Total fixed costs for Marin Access programs are the same, the revenue hours and allocation between programs will change and be reflected in the final FY23/24 Budget.

Summary

Recommended changes are expected to:

- Allow for ADA-mandated paratransit program stabilization;
- Focus programs and services on the population most in need;
- Improve service reliability by concentrating drivers on fewer services;
- Improve program legibility for riders, community partners, and staff;
- Increase flexibility for riders – trip making & use of fare assistance; and
- Expand travel distance due to net increase in fare assistance.

Timeline & Implementation



Recommendation

Accept staff recommendation to make the following changes to Marin Access programs and services for implementation on July 1, 2023:

- » Approve 12-month pilot program to enhance Catch-A-Ride;
- » Cancel Novato Dial-A-Ride and Connect programs;
- » Make additional administrative changes to Marin Access programs and services to improve program legibility and rider experience;
- » Authorize General Manager to negotiate a 12-month agreement with Uber for a not to exceed amount of \$180,000; and
- » Authorize General Manager to negotiate a 12-month agreement with North Bay Taxi for a not to exceed amount of \$235,000.

Thank you

CONTACT

Joanna Huitt

Senior Mobility Planner

jhuitt@marintransit.org

UBER CENTRAL AGREEMENT

This Uber Central Agreement (the “**Agreement**”) is entered into as of the last signature date set forth below (“**Effective Date**”) by and between **UBER TECHNOLOGIES, INC.**, located at 1515 3rd Street, San Francisco, CA 94158 (“Uber”) and Marin County Transit District, located at 711 Grand Street, Suite 110, San Rafael, CA 94901 (“**Entity**”).

This Agreement sets forth the terms for establishing Entity’s Uber Central account (“**Account**”), its access to the Uber Dashboard, and for other activities required for Entity to utilize the Account. Entity agrees to work with Uber to establish an Account pursuant to: (1) the Uber for Business Dashboard terms and conditions available at <https://www.uber.com/legal/business/dashboard/en-US/> (the “**Dashboard Terms**”), as may be updated from time to time; and (2) the Uber for Business Product Addendum - Central available at <https://www.uber.com/legal/business/ubercentral/en-US/>, which will govern the Account functionality related to Uber Central. The Dashboard Terms and the Product Addendum shall collectively be referred to as the “**U4B Terms**”. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the U4B Terms. In the event of a conflict between this Agreement and the U4B Terms, this Agreement shall prevail.

In addition to the rights and obligations set out in the U4B Terms, Uber and Entity hereby agree to the following elements in connection with the administration and utilization of Uber Central:

Section 1. Uber Central Program Details:

Collaborative Goals	<ol style="list-style-type: none"> 1. Cost Savings - decrease overall Entity spend on ground transportation solutions by utilizing Uber and shifting applicable category spend to Uber 2. Operations - Improve the convenience and cost-effectiveness of transportation offered to Entity users by using Uber Central to request rides 3. Customer Experience - Enable Entity to offer new customer experiences, benefits and programs.
Collaborative Targets	<p>Entity will work in good faith to meet the following goals; provided, however, if Entity does not meet the following goals it will not be deemed a breach of this Agreement:</p> <ol style="list-style-type: none"> 1. Launch Date – May 15, 2023 2. Annual Spend Target – See Exhibit 3 below. 3. Active Location Target – Marin County
Uber Central Enterprise Services	<p>Uber will provide the following in connection with the Uber for Business relationship:</p> <ol style="list-style-type: none"> 1. Policy Support <ol style="list-style-type: none"> a. Uber agrees to work directly with Entity’s team on adapting Entity policies to include Uber as a preferred option for ground transportation. 2. Enhanced User Experience <ol style="list-style-type: none"> a. Access to centralized dispatch dashboard (central.uber.com) b. In-ride visibility (as available) c. 24/7, Global Support 3. Custom Onboarding & Education <ol style="list-style-type: none"> a. Uber agrees to work with Entity on creating and executing an implementation plan to onboard and educate riders about Uber Central. b. Uber agrees to create marketing materials to support Uber Central program success, if needed. c. Dedicated onboarding specialist assigned to Entity. 4. Access to use the Uber Central Platform <ol style="list-style-type: none"> a. <u>Detailed In-Dashboard data</u> - rich trip data on all Entity Uber rides. b. <u>User administration</u> - quickly add or remove authorized users to your Entity account. c. <u>Monthly Billing</u> – bill projects and events by the month. d. <u>Trip Search</u> – ability to filter and manage trips from within the company dashboard. e. <u>Detailed Reporting</u> – enhanced detailed reporting and strategy reports.

	<p>f. <u>Preferred partner</u> - early access to all new Uber Central features.</p> <p>g. <u>Lifetime Trip History</u> – access to a lifetime view of Entity Uber business trips.</p> <p>h. <u>Data export</u> – export trips from the dashboard via CSV.</p>
Insurance	<p>Each Party agrees to maintain the following insurance coverage during the term of this Agreement:</p> <ol style="list-style-type: none"> 1. Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with limits of not less than one million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage. 2. Workers Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000). 3. Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage with limits of not less than one million dollars (US\$1,000,000) each accident combined single limit.
Marketing	<p>Subject to Entity's prior review and approval, Entity hereby grants Uber a worldwide, irrevocable, non-transferable, royalty-free license to use Entity's name and logo identifying Entity as an Uber Central client. Subject to Entity's prior consent, which shall not be unreasonably withheld, conditioned or delayed, Uber may elect to identify Entity in future publications.</p>
Term	<p>The Term shall commence on the Effective Date and continue through one (1) year (the "Initial Term"), with the option to extend the Agreement for three one (1) year renewal periods thereafter (each a "Renewal Term" and collectively with the Initial Term, the "Term"). Either party may terminate this Agreement by providing the other party with written notice at least thirty (30) calendar days before expiration of the Initial Term.</p>

[Signature Page to follow]

The Agreement, in its entirety, consists of this Agreement and the U4B Terms referenced herein and incorporated into this Agreement. An authorized representative of each party has caused this Agreement to be duly executed as of the Effective Date.

UBER TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

MARIN COUNTY TRANSIT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

UBER VOUCHERS for TRANSIT AGENCIES AGREEMENT

This Uber Vouchers for Transit Agencies Agreement (“**Agreement**”) is entered into as of the last signature date stated below (“**Effective Date**”) by and between **UBER TECHNOLOGIES, INC.**, located at 1515 3rd Street, San Francisco, CA 94158 (“**Uber**”) and Marin County Transit District, located at 711 Grand Street, Suite 110, San Rafael, CA 94901 (“**Agency**”).

Agency Contact Information

Agency Contact Name:	Robert Betts
Agency Contact Email and Phone Number:	rbetts@marintransit.org

Partnership Details

Uber Vouchers for Transit Agencies	<p>Uber will grant partner:</p> <ol style="list-style-type: none"> 1. Access to Uber Vouchers for Transit Agencies product <p>Agency will agree to:</p> <ol style="list-style-type: none"> 1. Implement program per Exhibit 1. 2. If Agency issues a press release, Agency will provide Uber a quote in the press release highlighting how Agency will be leveraging Uber Vouchers for Transit Agencies
Uber Vouchers for Transit Agencies Services	<p>Uber will provide the following under the Uber Voucher for Transit Agencies relationship:</p> <ol style="list-style-type: none"> 1. Enhanced User Experience <ol style="list-style-type: none"> a. Agency access to centralized voucher dashboard b. Voucher redemption visibility (as available) c. 24/7 Customer Service 2. Custom Onboarding & Education <ol style="list-style-type: none"> a. Uber agrees to work with Agency to educate employees on functionalities of Uber Vouchers for Transit Agencies b. Dedicated onboarding specialist assigned to Agency 3. Access to use the Uber for Transit Agencies Voucher Platform <ol style="list-style-type: none"> a. <u>User administration</u> - quickly add or remove authorized users to Agency Account b. <u>Monthly Billing</u> - bill monthly based on usage c. <u>Trip History</u> - ability to view and manage Uber Vouchers from within the Agency Dashboard

[Remainder of page intentionally left blank]

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

TERMS AND CONDITIONS

These Uber Vouchers for Transit Agencies Terms and Conditions (the “**Transit Vouchers Terms**”) govern Agency’s use of Uber Vouchers through the Dashboard. The Transit Voucher Terms, along with the applicable provisions of the Agreement, state the terms under which an Agency may utilize the Dashboard to enable Uber Vouchers.

1. Incorporation. The Transit Voucher Terms are incorporated into and made a part of the Agreement between Uber and the Agency. Agency’s use of Uber Vouchers is subject to the Transit Voucher Terms as incorporated into the Agreement.

2. Purpose. This Agreement states the terms on which Uber shall provide Agency with access to (a) Uber’s browser-based online dashboard for “*Uber Vouchers for Transit*” customers (“**Dashboard**”), and (b) the Vouchers for Transit Agencies product (“**Uber Vouchers**”) that will allow Agency to distribute Uber Vouchers in accordance with the terms of this Agreement. Agency agrees to: (i) maintain an “*Uber Vouchers for Transit*” account (“**Corporate Account**”) under the terms and conditions of this Agreement, as may be updated from time to time. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Uber Developer Terms.

3. Acknowledgment of Authority. The parties acknowledge that they have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

4. Term. This Agreement shall commence on the Effective Date and shall continue for one year (the “**Term**”) and may be extended by mutual agreement of the parties for three one year periods (“**Extension Term**”), unless terminated earlier under the termination process provided in this Agreement. Either party shall provide at least thirty (30) days written notice before the expiration of the then-current Term if either party intends not to automatically renew the terms of this Agreement, as applicable under the terms of the Cover Sheet.

5. Termination.

(a) **Termination for Material Breach.** Either party may terminate this Agreement, in whole or in part, for the other party’s material breach as follows:

(i) A notice to cure shall be served by the non-breaching party to the breaching party by certified or registered first class mail and addressed to the breaching party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) The breaching party shall have thirty (30) days from the date of receipt of this notice to cure the material breach.

(iii) If the breaching party has not cured the material breach within thirty (30) days of receipt of the notice to cure, the non-breaching party may terminate the Agreement by serving the breaching party with a “notice of termination” stating the manner in which the breaching party is in material breach and the effective date of termination.

(b) **Termination for Lack of Appropriated Funds.** The parties acknowledge that Agency’s budget may be subject to annual appropriation and that, in any fiscal year, Agency’s annual appropriation may be less than the budget under the Term of this Agreement. If funds are not available to appropriate for payments due under this Agreement, either party may terminate this Agreement, in whole or in part, as follows:

(i) The notifying party shall, no later than thirty (30) days before the expiration of appropriated funds, serve a written notice of termination to the other party by certified or registered first class mail and addressed to the other party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) Any unpaid invoices or outstanding balances due to Uber for services performed within 24 hours of Uber's receipt of such termination notification from Agency shall become immediately due and payable and shall be subject to Uber's collection process. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies.

(c) **Termination for Convenience.** Either party may terminate this Agreement, in whole or in part without cause, by providing the other party thirty (30) days advance written notice of termination before terminating the Agreement. Such notice shall be given by certified or registered first class mail and addressed to the other party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(d) **Actual Receipt of Termination Notice.** All such notices of termination will be deemed given upon actual receipt, and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1513 3rd Street
San Francisco, CA 94158
Attention: Legal - Transactions
Email: transit-legal-us@uber.com

If to Agency: Marin County Transit District
711 Grand Street, Suite 110
San Rafael, CA 94901
Attention: Robert Betts
Email: rbetts@marintransit.org

6. Fees and Payment.

(a) **Utilization Charges.** When an Uber Voucher is redeemed by an Agency User, Uber shall charge the Agency the Utilization Amount of each such Uber Voucher in accordance with Section 6(b) below. If a fare exceeds the Uber Voucher value for an individual transaction, the balance shall be charged to such Agency User's payment method on file in their Active Account.

(b) Billing Options.

(i) **Monthly Billing.** Subject to terms and conditions determined by Uber in its sole discretion, Agency may elect to receive monthly statements (each, a "**Monthly Statement**") for the aggregate Utilization Amount generated from redeemed Uber Vouchers during each calendar month of the Term ("**Monthly Billing**"). Each Monthly Statement shall be paid in full by the Agency no later than thirty (30) calendar days from receipt of such Monthly Statement.

(c) **Payment Procedures.** All undisputed Utilization Amounts under each Monthly Statement shall be paid in full by Agency within thirty (30) days of receipt of such Monthly Statement.

(d) **Certification of Non-Federal Payment Source.** Agency certifies that to the best of its knowledge and belief, no Federal Appropriated Funds will be expended by Agency to pay any Monthly Statement or any form of Non-Monthly Billing generated from redeemed Uber Vouchers.

(e) **Disputed Payments.** If Agency believes that it has been assessed a Utilization Amount it should not have been charged ("Disputed Charge Event"), Agency shall notify Uber in writing within seven (7) days. The parties shall work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed a Utilization Amount that Agency should not have been charged, Uber shall remove such charge from Agency's account.

(f) **Taxes.** Unless otherwise indicated on an Agency User receipt, all Uber Vouchers are exclusive of applicable taxes, and Agency is responsible for the payment of any such taxes assessed on such Uber Vouchers, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on Uber's income. All payments are nonrefundable unless

stated otherwise in this Agreement. Unless expressly agreed otherwise in this Agreement, each party shall be responsible for the costs and expenses associated with its performance under this Agreement.

(g) **Account Suspension.** Unless Agency has notified Uber of a Disputed Charge Event, Uber reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if the Agency has not timely paid the Utilization Amount due on any past Billing Statements. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies, for any unpaid Utilization Amount. Reestablishing a deactivated or suspended Agency Corporate Account after full payment of a past due Billing Statement shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month or the maximum allowed by applicable law.

7. Access to Uber Dashboard.

(a) **Agency Dashboard.** Uber shall provide Agency with access to the Dashboard under the Terms of this Agreement. Uber's primary contact with Agency shall be through the individual employee or agent that Agency identifies in writing to Uber ("**Administrator**"). The Dashboard will enable Agency to (a) view and pay Monthly Statements; and (b) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Subject to Agency's compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide access to the Dashboard and Uber Vouchers to Agency as stated in this Agreement.

(b) **Administration.** Agency may appoint additional administrators at its discretion. Agency agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit the lead Administrator and Agency's other authorized administrators to access the Dashboard, and (c) update all information of the lead Administrator and other authorized administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials, including, but not limited to, all Uber Programs, and Uber Vouchers created for Agency use on the Dashboard.

8. **Agency User Updates.** It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Users authorized to receive and utilize Uber Vouchers.

9. Uber Vouchers.

(a) Creating Uber Programs and Uber Vouchers; Limitations.

(i) An Uber Account Manager will create the Uber Vouchers for Agency to distribute to Agency Users. Such vouchers may only be used where Uber makes Uber Vouchers available to Agency. Agency acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of Agency programs for which Uber Vouchers are created, including but not limited to ensuring that such marketing, promotion, and advertising complies with all applicable laws, rules, regulations and ordinances and does not harm the goodwill or reputation of Uber.

(ii) Agency can choose to either create a Program with: (a) one Uber Voucher to distribute to all Agency Users (a "**Single Code**"); or (b) individualized Uber Vouchers that Agency can distribute to each Agency User, with the following restrictions: limited to one code per person, only redeemable by the first person who redeems the code (an "**Individualized Code**"). Agency acknowledges that Uber cannot prevent an Agency User from sharing a Single Code or an Individualized Code with a non-Agency User, and that Uber cannot disaggregate Agency User transactions from non-Agency User transactions when determining Utilization Amounts. Agency acknowledges and agrees to pay Utilization Amount generated from all redeemed Uber Vouchers under the terms stated in this Agreement up to the Uber Voucher Limit, even in the event that Utilization Amounts are impacted by code sharing or non-intended use.

1) **Single Codes.** For any Program that utilizes a Single Code, Agency may limit the number of times such code can be used; provided, however, that Agency must clearly and conspicuously disclose the material terms and conditions of each Single Code to each Agency User, including that use of the code is not guaranteed. Agency acknowledges and agrees that: (1) a Single Code may be used by consumers that Agency did not intend to target (including non-Agency Users), but Agency will be financially responsible for the number of times the Single Code is used to access Uber Services; and (2) Uber will direct all individuals that try to access a Single Code after Agency reaches the usage limitations to contact Agency. Notwithstanding section 6(a)(ii)1)(2)

above, Agency acknowledges and agrees that Uber will not be liable (i) to Agency Users targeted to receive an Uber Voucher but unable to use their Single Code, or (ii) to Agency for Uber's non-fulfillment of the Uber Voucher because Agency usage limitations have been reached.

2) **Individualized Codes.** For any Program that utilizes Individualized Codes, it is Agency's responsibility to (1) correctly deliver such codes to Agency Users and (2) to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Agency User. Agency acknowledges and agrees that Uber will direct all individuals that try to access an Individualized Code after such Code has expired to contact Agency.

(b) **Uber Voucher Limitations.** Agency shall ensure that the maximum aggregate Redemption Value of Uber Vouchers that Agency has available at any given time during the Term shall not exceed the credit amount authorized by Uber for Agency's Monthly Billing, unless Uber agrees in writing to allow Agency to distribute a different amount of Uber Vouchers. Each Uber Voucher created by Agency shall: (1) expire no later than twelve (12) after the date that the Agency created the Uber Voucher; (2) have a minimum Redemption Value for each region for which an Uber Voucher was ordered as specified in the Dashboard; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be usable for the Agency User receiving such Uber Voucher (i.e. Agency User cannot be located in New York, New York and have the code only valid for San Francisco, California).

(c) **Restrictions of Use.** Agency cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, partnership, or any other use case without Uber's prior written consent. Agency agrees it will not apply, or allow to be applied, the Uber Voucher to an Agency User account without first disclosing all of the disclaimers stated in Section 6(e)(iv) below.

(d) **Modification or Cancellation of Uber Vouchers.** After a Program is created, Agency may: (1) update a Program to make the restrictions and/or value more permissive if the Uber Voucher code has not yet been distributed to Agency Users, or (2) cancel a Program, in which case Agency shall immediately notify all affected Agency Users that Agency has cancelled the Program and that Uber is not responsible for the Program cancellation. Agency acknowledges and agrees that if Agency modifies or cancels a Program: (1) Agency remains financially responsible to Agency Users who received an Uber Voucher from Agency, even if the Agency User utilized such Uber Voucher after Agency modified or cancelled the Program; and (2) Agency Users who contact Uber because they are unable to utilize an Uber Voucher code for a modified or cancelled Program will be directed by Uber to contact Agency about any modification or cancellation issues. Agency acknowledges and agrees that Uber will not be liable to: (i) Agency Users who received an Uber Voucher, but were unable to utilize the Uber Voucher following Agency's modifications to or cancellation of the Program, or (ii) Agency for Uber's non-fulfillment of the Uber Voucher as a result of modifications to or cancellation of the Program by Agency.

(e) **Marketing and Messaging Related to Uber Vouchers.**

(i) **Marketing Guidelines.** At all times during the Term, Agency shall follow the marketing guidelines that the parties have agreed to in this Agreement ("Transit Agency Marketing Toolkit"), which Uber may update from time to time in its discretion.

(ii) **Approved Use Cases.** Agency agrees to use Uber Vouchers only for the specific purposes of Marin Access Catch-A-Ride. During the Term, Agency shall obtain prior written consent from Uber to use Uber Vouchers for any purpose other than the approved use case.

(iii) **Delivery of Uber Vouchers to Agency Users.** Agency will receive Uber Vouchers in the form of code links, that Agency may deliver to Agency Users via email, SMS, social media, online in other digital media, in broadcast media, in print, or OOH, so long as Agency takes down any communication containing the delivery or distribution of an Uber Voucher after such Uber Voucher's expiration date. In the event that Agency delivers Uber Vouchers via email, Agency shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. If Agency delivers Uber Vouchers via SMS, those messages are marketing text message and Agency shall ensure that it is in compliance with the TCPA by obtaining affirmative prior express written consent from all Agency Users to send them such messages and will make clear in the message that it is being sent by Agency (as opposed to Uber).

(iv) **Uber Vouchers for Transit Agencies Disclaimer.** Agency shall ensure that its delivery or distribution of an Uber Voucher to an Agency User, or any related communication, shall include a prominent disclaimer notifying the Agency

User that the Uber Voucher: (a) may only be redeemed for rides requested via Uber's mobile application; (b) is subject to an expiration date; (c) is subject to specific, defined geographic restrictions; (d) is subject to a maximum Redemption Value; (e) value is non-transferrable to other Uber accounts, users, or products once redeemed by an Agency User; and (f) has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for a Single Code voucher:

"Limited Availability. No cash value. Maximum discount of \$[#] per [Uber product] trip. Maximum of [#] [Uber product] trips per person [per week/day/month]. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Wallet section of the Uber app before requesting the first ride [within area/along bus route] [until date/between time and date and time and date]. Expires on [DATE]. For details on eligible transit zones see HERE [--- link]. Uber Voucher does not apply to tips. Terms subject to change or cancellation. Issues involving redemption and/or use of the Uber Voucher code should be directed to Agency at [INSERT AGENCY CONTACT INFO]."

For an Individualized Code voucher, Agency should use the pre-approved Single Code voucher disclaimer paragraph above and also add the following disclaimer at the beginning:

"Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferrable."

(f) **Uber Account Required.**

(i) **Active Uber Rider Account Required.** Agency acknowledges and agrees that before an individual can activate an Uber Voucher for access to Uber Services under this Agreement, such proposed Agency User must have an active Uber rider account for Uber Services ("**Rider Account**").

(ii) **Violations.** Agency acknowledges that certain proposed Agency Users may be suspended or banned from use of Uber Services due to violating Uber's End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> (collectively, "**Violations**"), and that Uber is not obligated or liable to a prospective Agency User that is unable to utilize an Agency-generated Uber Voucher due to Violations. If an Agency User's Rider Account is suspended or terminated in accordance with the End User Terms, that Agency User's access to Uber Vouchers shall also be immediately suspended.

(g) **Restrictions.** Agency agrees to use the Corporate Account, and Uber Vouchers, solely as stated in this Agreement. Agency shall not, and shall not authorize others to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Voucher, Uber Service, or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) modify or alter any Uber Voucher unless permitted under this Agreement, or (d) otherwise impose any additional fees or charges on an Agency User related to their use of the Uber Vouchers. Uber reserves all rights not granted to Agency or Agency Users under this Agreement.

10. Uber Voucher for Transit Agencies Usage.

(a) Uber Vouchers and the resulting discount codes may be used for personal purposes only by individuals that receive an Uber Voucher via either a Single Code or an Individualized Code.

(b) Agency or Agency Users may not use or resell the Uber Vouchers and resulting discount codes in connection with any marketing, advertising, promotional or other commercial activities, including, without limitation, via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, radio and television broadcasts, or otherwise, authorized under the Transit Voucher Terms of this Agreement.

(c) Agency is responsible for lost, stolen, or misused Uber Vouchers and the resulting discount codes or Utilization Charges assessed on Billing Statement.

(d) Uber reserves the right to close or suspend an Agency's or Agency User's account, to adjust balances and/or request alternative forms of payment if Uber determines in its sole discretion that an Uber Voucher is or has been fraudulently obtained or used.

- (e) Uber may cease offering the Uber Vouchers for Transit Agencies program at any time and for any reason.

11. Intellectual Property.

(a) **License to Marks; Restrictions.** The term “**Uber Marks**” shall mean the trademarks identified as Uber Marks in Exhibit 2. The term “**Agency Marks**” shall mean the trademarks identified as Agency Marks in Exhibit 2. The term “**Territory**” shall mean the territory identified in Exhibit 2.

(i) Uber hereby grants to Agency, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber Marks only as expressly permitted by Uber in each instance. All use of the Uber Marks by Agency will be in the form and format approved by Uber, and Agency will not otherwise use or modify the Uber Marks without Uber’s prior written consent. All goodwill related to Agency’s use of the Uber Marks shall inure solely to the benefit of Uber. The Uber Marks will at all times remain the exclusive property of Uber. Except as stated in this Agreement, Uber does not, and shall not be deemed to, grant Agency any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber.

(ii) Agency hereby grants to Uber, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Agency Marks only as permitted by Agency in each instance. All use of the Agency Marks by Uber will be in the form and format approved by Agency, and Uber will not otherwise use or modify the Agency Marks without Agency’s prior written consent. All goodwill related to Uber’s use of the Agency Marks shall inure solely to the benefit of Agency. The Agency Marks will at all times remain the exclusive property of Agency. Except as stated in this Agreement, Agency does not, and shall not be deemed to, grant Uber any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Agency.

(iii) **Use of Uber Marks; Guidelines.** Any use by Agency of Uber Marks shall be subject to Uber’s prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the “**Design Guidelines**”). If Agency uses Uber Marks, Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, “look and feel” and other elements of any and all representations of Uber’s Marks. Uber reserves the right to immediately suspend Agency’s Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if Uber, in its sole discretion, determines at any time during the Term that Agency breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

(b) **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Agency before the commencement of any such activities.

(c) **Inspection of Records.** During the Term of the Agreement, Uber may request in writing that Agency provide Uber all of Agency’s relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, or any other third party sent to Agency Users in connection with an Uber Voucher) that include the Uber Marks (collectively, the “**Records**”). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber’s request for such documents. If Uber, in its sole discretion, determines that Agency has not met its obligations under the Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency’s Corporate Account and suspend any or all access to Uber Vouchers by Agency Users and take any additional measures afforded to it by law or under the Agreement. Agency shall preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of the Agreement.

12. Confidentiality.

(a) **Definition of Confidentiality.** The term “Confidential Information” shall mean any confidential or proprietary business, technical or financial information or materials of a party (“**Disclosing Party**”) provided to the other party (“**Receiving Party**”) in connection with the Agreement, whether orally or in physical form, and shall include the terms of

the Agreement. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

(b) **Restrictions.** Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other requests for disclosure of any Confidential Information of Disclosing Party, Receiving Party will, give Disclosing Party written notice of such subpoena, order or request at least five (5) days before disclosure, and allow Disclosing Party to assert any available defenses to disclosure.

(c) **Public Records Laws.** Uber acknowledges that Agency may be subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in California or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

(d) **Nonpublic Personal Information.** If Agency mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to an Uber Voucher or the Uber Services utilized by a rider in connection with this Agreement, Agency shall immediately notify and return it to Uber (and shall cause its employees or agents to do the same). Agency shall not (i) copy, duplicate, or otherwise reproduce or retain any portion of any Personal Data in any form or manner whatsoever, nor permit any of its employees or agents to do so, nor (ii) enhance any database or any other files or other media by using any Personal Data.

(e) **Confidential Information Security.** Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

13. Privacy and Data Security.

(a) **Uber Data Restrictions.** Uber's collection and use of Uber Personal Data, including information Uber obtains from individuals to establish an Uber Rider Account, shall be treated by Uber in accordance with the Uber privacy statement, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time. Uber agrees that Agency Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber shall limit access to Agency Personal Data solely to Uber personnel who have a legitimate business need to access such Agency Personal Data. Uber will not disclose Agency Personal Data to any third party unless expressly authorized in writing by Agency, except for Uber service providers who have a legitimate business need to access Agency Personal Data to carry out work solely on Uber's behalf and for no other purpose, and who are in each case bound by privacy and security obligations regarding Agency Personal Data that are at least as restrictive as those contained herein.

(b) **Security.** Uber and Agency agree to implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data. Such notice shall include at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the data breach; and (4) any mitigation or remediation measures taken or planned in response to the

data breach. Upon any such discovery, each party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and (b) provide the other with assurances that such data breach will not recur.

14. Contract Amendment. All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The Agency may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Agreement and if Agency is unsatisfied with the proposed change, Agency's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

15. Insurance. Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

(a) Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage.

(b) Workers Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).

(c) Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit.

(d) The insurance obligations stated here are in addition to those that may be required of Transportation Network Companies by applicable law in Agency's jurisdiction.

(e) Upon Agency's reasonable request from time to time, Uber shall furnish Agency with a certificate of insurance showing coverage as set forth herein. Agency shall be covered as an additional insured on the auto and general liability policies.

16. Warranties; Disclaimer; Ownership.

(a) **Mutual Warranties.** Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (d) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (e) such party's Marks as provided by such party pursuant to this Agreement and used in accordance herewith will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

(b) **Agency Warranties.** Agency represents and warrants that: (a) as it relates to Agency's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion and any other form of communications regarding the Uber Vouchers, Agency will comply with the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (b) Agency is responsible for the full cost of all Uber Vouchers used, whether Single Codes or Individualized Codes, and whether or not used as intended by Agency Users or others; and (c) Agency will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies, including but not limited to not engaging in the following prohibited behaviors and uses: (i) using Uber to commit a crime, (ii) riders carrying firearms, and (iii) using Uber to facilitate nuisance, annoyance, inconvenience, property damage, or violations of state or federal law or regulation. Agency further represents and warrants that Company has obtained rights, permission and legally adequate consent from Agency Users: (a) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (b) for Uber to provide Agency with detailed trip information for the Uber Voucher that an Agency User has charged to Agency's program.

(c) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, UBER APP AND UBER VOUCHERS "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE, UBER APP AND UBER VOUCHERS WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE, UBER APP, OR UBER VOUCHERS WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS

ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE, THE UBER APP, OR UBER VOUCHERS, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

(d) **Ownership.** Agency agrees that Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Agency or any proposed Agency User or Agency User in connection with this Agreement. All rights not expressly granted are withheld.

17. Indemnification.

(a) Each party ("**Indemnifying Party**") will indemnify, defend and hold harmless the other party ("**Indemnified Party**"), its directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to: (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this Agreement, or (b) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner authorized under this Agreement.

(b) Additionally, Agency, as an Indemnifying Party, will indemnify, defend and hold harmless Uber, as an Indemnified Party, its Affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to Agency's use and distribution of the Uber Vouchers, including but not limited to Agency's marketing, advertising, promoting, communicating, or delivering the Uber Voucher to Agency Users in any manner in any media. This means that if Agency Users are unable to redeem their Single or Individualized Codes because the funds attributable to such Codes have already been used, Agency shall indemnify Uber for any claims made by such Agency Users.

(c) The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

18. Limits of Liability. OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL UBER OR AGENCY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000).

19. Conflicts of Interest and Non-Competitive Practices

(a) **Conflict of Interest.** By entering into this Agreement, Uber acknowledges and agrees that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with its obligations under this Agreement. Uber shall not employ any person or agent having any conflict of interest. If Uber becomes aware that it or its agents, employees, or officers acquires such a conflict of interest, it shall immediately disclose such conflict to Agency.

(b) **Contingent Fees and Gratuities.** By entering into this Agreement to perform Work, Uber acknowledges and agrees that:

(i) No persons, except as designated by Uber, shall be employed or retained to solicit or secure this Agreement with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

(ii) No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Uber or any of its officers, agents, employees or representatives, to any official, member or employee of Agency or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

(c) **Disclosure of Current and Former Agency Employees -** To avoid any actual or potential conflict of interest or unethical conduct:

(i) Agency employees or former Agency employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Uber, while employed by Agency or within one (1) year after leaving Agency employment if he/she participated in determining the Work to be done or processes to be followed while an Agency employee.

(ii) At the time of offer, Uber shall identify current or former Agency employees involved in the preparation of proposals or the anticipated Uber obligations under the Agreement. Failure to identify current or former Agency employees involved in this Agreement may result in termination of this Agreement.

(iii) Uber is responsible for notifying Agency's project manager of current or former Agency employees who may become involved in the Agreement any time during the term of the Agreement.

20. Nondiscrimination. During the term of this agreement, Uber shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

(a) **Equal Employment Opportunity Efforts.** Uber will undertake equal employment opportunity efforts required by applicable federal, state, or local law to ensure that all employees and applicants are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. As between Uber and Agency, "equal employment opportunity efforts" shall mean active efforts required by applicable federal, state, or local law to ensure equal opportunity in employment that is free from unlawful discrimination.

(b) **Equal Benefits to Employees with Domestic Partners.** Uber shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement.

(c) **Disability.** Uber will make commercially reasonable efforts to support Agency's obligations under Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973 to ensure that individuals with disabilities are not excluded from, denied the benefits of, or subject to discrimination in the activities carried out under this Agreement. Additional information on Accessibility at Uber is available at <https://accessibility.uber.com/>.

(d) **Accessible Web Content.** The Uber Rider app is certified accessible under the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0). Additional information on Uber's Accessibility Certification is available at <https://accessibility.uber.com/uber-app-accessibility-certification/>.

21. General.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of laws provision, and Agency hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of San Francisco, California or the United States District Court for the Northern District of California in the event of any litigation between the parties related to this Agreement.

(b) **Notices.** All notices, requests and approvals required by this Agreement will be in writing and addressed/directed to a party at the address and facsimile (or other electronic method) set forth below, or at such other address of which the notifying party hereafter receives notice in conformity with this section. All such notices, requests, and approvals will be deemed given upon the earlier of receipt of facsimile (or other electronic) transmission during the

normal business day or actual receipt thereof. All such notices, requests and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1515 3rd Street
San Francisco, CA 94158
Attention: Legal - Transactions
Email: transit-legal-us@uber.com

If to Agency: Marin County Transit District
711 Grand Street, Suite 110
San Rafael, CA 94901
Attention: Robert Betts
Email: rbetts@marintransit.org

(c) **Survival.** Accrued and outstanding payment obligations shall survive the expiration or termination of this Agreement.

(d) **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disasters, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

(e) **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to the other, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Uber may assign this Agreement to an Affiliate without the prior written consent of Agency. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

(g) **Attorney's Fees.** In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

(h) **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(i) **Independent Contractor.** Uber and Agency are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

22. Definitions. The following terms, as may be used in the Agreement, shall have the meanings set forth below:

(a) **"Active Account"** means an account of an Agency Uber that has: (i) been installed or accessed through the Uber App on a compatible mobile device, (ii) registered for and maintained during the Term an active personal user account for the Uber Service, which registration requires the entry of certain personally identifiable information and a personal credit card number, and (iii) confirmed the mobile number provided during the Uber App registration process.

(b) **"Affiliate"** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up

(c) **"Agency Personal Data"** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.

- (d) **"Agency User"** shall mean an individual that receives one or more Uber Vouchers.
- (e) **"End User Terms"** shall mean the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.
- (f) **"Federal Appropriated Funds"** means assistance from a Federal executive agency that non-Federal entities receive or administer in the form of grants, loans, contracts, loan guarantees, property, cooperative agreements, direct appropriations, or other arrangement by which a Federal agency provides or otherwise makes available direct assistance, but does not include a tax credit, deduction, or exemption.
- (g) **"Personal Data"** means any information Agency obtains from Uber in connection with this Agreement that can reasonably be used to identify an individual, including but not limited to an individual's name together with: (a) request time and date, (b) drop-off time and date, (c) pick-up and drop-off address, (d) trip route, (e) distance, (f) duration, (g) fare amount, (h) service type, (i) trip ID, (j) expense memo, or (k) any other data that may otherwise be considered personal data.
- (h) **"Program"** means an event or series of events for which Agency wants to provide Agency Users with an Uber Voucher in order to travel to or from the event using Uber Services.
- (i) **"Redemption Value"** shall mean the maximum amount for which an Uber Voucher, whether issued under a Single Code or an Individualized Code, may be utilized by an Agency User to receive a discount on Uber Services under this Agreement.
- (j) **"Uber App"** shall mean Uber's mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.
- (k) **"Uber Rider"** means any person who applied to receive Uber Services, or otherwise provided personal information to Uber or its agents or any other entity for purposes of obtaining Uber Services. An individual is considered an Uber Rider regardless of whether that person ultimately purchases any services from Uber.
- (l) **"Uber Personal Data"** means any information Uber provides to Agency in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered "Personal Data" under applicable law. For the avoidance of doubt, "Dashboard Data" shall constitute Uber Personal Data.
- (m) **"Uber Services"** or **"Services"** shall mean Uber's technology systems that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation from independent third-party transportation providers.
- (n) **"Uber Voucher"** means a discount code generated and paid for by Agency that, when validly applied, allows an individual with an Active Account to receive a partial or full payment of Utilization Charges for Uber Services up to the amount of the applicable Redemption Value, subject to (i) any utilization requirements and limitations established by Agency, (ii) the terms of this Agreement, and (iii) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.
- (o) **"Utilization Amount"** means the exact dollar amount of an Uber Voucher an Agency User utilized to access Uber Services.

IN WITNESS WHEREOF, Uber and Agency have caused this Agreement to be executed by their duly authorized representatives effective as of the last signature date written below.

UBER TECHNOLOGIES, INC.

MARIN COUNTY TRANSIT DISTRICT

By: _____
Name: _____

By: _____
Name: _____

Title:

Date:

Title:

Date:

DRAFT

EXHIBIT 1

Scope of Work	
Name of program	Marin Access Catch-A-Ride Digital Voucher
Location of services	Marin County
Background / Purpose	Offer Senior/ADA riders a per trip voucher for rides to, from or within Marin County.
Scope / Objective	Allow eligible riders to independently book travel on the following Uber services and receive a per trip voucher: Uber X, UberX Share, Uber Assist, Uber WAV. Two voucher types would be created and assigned to individual riders based on their income status reviewed by the District.
Program budget	Not to exceed \$180,000 as set forth in Exhibit 3
Deliverables	
Program start date	5/15/2023
Period of performance	One year with up to three - one year extensions
Products	<input type="checkbox"/> Uber Profiles <input checked="" type="checkbox"/> Uber Vouchers <input checked="" type="checkbox"/> Uber Central
Vehicles	<input type="checkbox"/> Agency vehicles
Geographic restrictions <i>Please note for all geographic restrictions the agency should be prepared to provide Uber with a shapefile in KML or GeoJSON format.</i>	The trip must start or end in the County of Marin
Days of operation	<i>All Days (Sunday-Saturday)</i>
Hours of operation	No restrictions

Subsidy level per trip	<p>Voucher Type #1: \$20.00 per trip after rider pays \$5.00</p> <p>Voucher Type #2: \$25.00 per trip, no base fare</p> <p>Voucher Type #3: \$40.00 per trip, no base fare</p>
Agency Fare	<p>If the rider should be responsible for an upfront fare, please define that fare here <u>\$5.00 (only applicable to Type 1 voucher)</u></p>
Subsidy allowance per person	<p>Up to 30 trips over a three month period. Trips start on the 1st day of the quarter.</p>
Program distribution	<p><input type="checkbox"/> Email from agency</p> <p><input type="checkbox"/> Email from Uber</p> <p><input type="checkbox"/> Agency website or blog post</p> <p><input type="checkbox"/> Uber website or blog post</p> <p><input type="checkbox"/> Agency print media at eligible transit stops</p> <p><input type="checkbox"/> Physical mailer</p> <p><input checked="" type="checkbox"/> Special Eligibility Requirements (go to next section)</p> <p><input type="checkbox"/> Other: _____</p>
Reporting	
Data reporting	<p><input checked="" type="checkbox"/> Uber Dashboard Access</p> <p><input checked="" type="checkbox"/> Per Trip</p> <p><input checked="" type="checkbox"/> Date</p> <p><input checked="" type="checkbox"/> Trip origin & destination to information</p> <p><input checked="" type="checkbox"/> ATA</p> <p><input checked="" type="checkbox"/> Trip distance</p> <p><input checked="" type="checkbox"/> Trip duration</p> <p><input type="checkbox"/> Other: Other General FTA reporting requirements _____</p> <p>Monthly Invoice</p> <p><input checked="" type="checkbox"/> Total trips</p> <p><input checked="" type="checkbox"/> Missed trips (i.e., requested but not fulfilled)</p> <p><input type="checkbox"/> Other: _____</p>

Special conditions (if applicable) <i>Please note any requirements for reporting format, delivery method (API Integration)</i>	Marin Transit will generate unique voucher codes for each rider eligible for the service. Riders would either get a certain number of each voucher type to be used over a three month period.
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DRAFT

Exhibit 2
Trademarks and Territory

Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States



Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
Marin Transit Connect	Word mark & logo	United States



Exhibit 3
Budget

Year	Rider Type	Estimated Number of Annual Trips	Max Subsidy Per Trip	Estimated Annual Subsidy
May 15, 2023 - June 30, 2024	Type 1	3,000	\$20.00	\$60,000
	Type 2	2,500	\$25.00	\$62,500
	Type 3	1,050	\$40.00	\$42,000
Contingency ¹				\$15,500
Total:				\$180,000

1. Contingency funds will be used to cover any costs associated with rides booked through Uber Central or any cost overruns on the Voucher program

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this ____ day of ____, ____, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and ____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: ____; 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 \$ ____ 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 ____, and shall terminate on ____ . 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.

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit E - Debarment Certification

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

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

21. NOTICES:

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

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits**CONTRACTOR'S
INITIALS****EXHIBIT A.**

<input type="checkbox"/>	Scope of Services	
<input type="checkbox"/>	Fees and Payment	
<input type="checkbox"/>	Insurance Reduction/Waiver	
<input type="checkbox"/>	Federal Transit Administration Contract Provisions	
<input type="checkbox"/>	Contractor's Debarment Certification	
<input type="checkbox"/>	Subcontractor's Debarment Certification	

EXHIBIT B.**EXHIBIT C.****EXHIBIT D.****EXHIBIT E.****EXHIBIT F.**

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

**APPROVED BY
MARIN COUNTY TRANSIT DISTRICT:**

CONTRACTOR

By: _____

Name: _____

Title: _____

By: _____

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

County Counsel: _____ **Date:** _____

EXHIBIT "A"**SCOPE OF SERVICES****General Responsibilities**

- The provider shall designate and maintain a Project Manager or designee for this contract who has day-to-day authority to manage the total project. The Project manager or designee shall be available to Marin Transit staff by telephone during regular business hours.
- The provider shall maintain sufficient levels of staff including drivers, supervisory, and support staff with appropriate training, work experience, and expertise to perform all contract requirements on an ongoing basis.
- The provider will report monthly a list of Catch-A-Ride trips taken at a level of detail reasonably specified by Marin Transit.
- The provider will enter and respond to customer feedback via TransTrack (Marin Transit's Data Management System) at a level of detail reasonably specified by Marin Transit. Training for the use of TransTrack will be provided by Marin Transit.
- The provider will meet with Marin Transit staff for regularly scheduled monthly coordination meetings to review performance metrics and customer service data.
- The provider will be required to attend all meetings and/or training sessions as identified by Marin Transit. The provider may be excused from attendance only by prior written consent from Marin Transit.
- All persons working, volunteering, or doing business with the provider have no authorization to obtain access to client information in any form. All client information is to be treated as private and confidential, including the fact that a person has received transit services. Any other information that should reasonably be recognized as confidential information shall be treated as such. The privacy and confidentiality of all clients is protected under Federal, State and Local laws and regulations. Any client information seen or heard by provider staff is considered private and confidential and confidentiality must be maintained whether the information is stored on paper, electronically, communicated orally or through any other means. Provider staff are not authorized to seek or deliberately obtain access to client information unless as required to perform job duties. Client information is for transit purposes only and any unauthorized disclosure of client information, or any other confidential or proprietary information from Marin County Transit District is unethical and/or illegal, and is grounds for disciplinary action, up to and including immediate dismissal from employment or termination of the contracted arrangement. This duty of confidentiality and non-disclosure continues to apply even after provider staff are longer working directly, or indirectly, for provider. All provider staff will be required to sign a confidentiality statement at hire.
- Provider will support Marin Transit led marketing efforts for programs managed or operated under this contract.
- Provider has, and through the Contract Term, shall maintain all required licenses, permits, status, professional ability, skills, and capacity to perform the work in accordance with the requirements of the Contract Documents.
- Provider has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the condition of any required governmental approvals, prior to entering into this Contract. CONTRACTOR acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in compensation on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

Trip Booking

- The provider must offer a call in or online scheduling option and allow riders to book trips same day and up to seven days in advance.
- The provider must provide riders an estimate of the fare for their trip at the time of booking, including the amount the rider is responsible for beyond the MCTD subsidy.
- The provider will take Catch-A-Ride ride requests and customer service issues by telephone between 6:00 AM and 10:00 PM, 7 days per week. The Provider will determine if the rider is eligible by confirming that the rider has a voucher valid for travel during the quarter the trip is requested. Then the provider will schedule the ride and quote estimated ride costs to the rider less the amount of their eligible subsidy. Rider will be told the approximate amount of the share of the fare they are responsible to pay to the driver. The provider will also ask rider if they wish to schedule a return trip.
- Any gratuities paid to the driver are at rider's discretion and cost.

Fare Payment

- Provider must accept Catch-A-Ride ride vouchers and apply the voucher amount as a discount to the metered fare.
- Provider must accept cash and credit forms of payment for any balance beyond the subsidy; riders will have the option to keep payment information on file with the provider.
- Rider pays base fare and distance-based fare under the current published metered rate for provider. Provider must provide MCTD 90 days of notice should there be a planned increase to the agreed upon metered rate.
- Riders will be issued vouchers that will be given to the driver when boarding.
- The driver will complete provider fields on voucher (driver name, date of trip, total fare, fare collected, and distance). All fares the rider is responsible for beyond the subsidy will be paid directly to the driver by cash / credit card.

Customer Service

- Provider's Project Manager or designated staff will respond promptly to customer complaints and if appropriate, coordinate such responses with District staff.
- If a rider reports customer service concerns to provider, call center, Travel Navigators, or direct to MCTD, the provider will support MCTD with investigation and follow-up of all customer service issues.
- Provider's telephone call center staff will treat all callers with courtesy and dignity and respect the caller's right to privacy and confidentiality. Professional, prompt, and courteous customer service shall be a high priority, particularly given that the Catch-A-Ride customer base is primarily comprised of older adults or people with disabilities.
- Provider will cooperate with Marin Transit should Marin Transit make driver and staff sensitivity programs available to providers staff and driver.
- Provider will notify Marin Transit within 24 hours of becoming aware of: a rider no-show, a rider complaint, a reported accident of a vehicle carrying a participating rider, or other incident. Provider will also report to Marin Transit any patterns of rider issues.
- Provider will work with Marin Transit to support the needs of individuals with limited English proficiency.

Program & Operational Policies

- Provider must adhere to all program and operational policies associated with the Catch-A-Ride program as listed in Exhibit "E". MCTD reserves the right to update program policies at any time.
- Provider must operate at least one accessible vehicle and make this vehicle available for rides if requested. If provider does not have an accessible vehicle, MCTD will work to provide the vehicle as described in Exhibit "H".

Monitoring & Reporting

Provider must have some way to monitor, track, and report trips taken using the voucher, including:

- Date of rider
- Rider Name
- Distance of trip
- Cost of trip
- No show / no go trips
- Customer service concerns

Invoicing

- Provider must submit a monthly invoice packet to MCTD by the 5th of each month (or first business day following the 5th) that includes the following:
 - All individual vouchers collected
 - Monthly and Daily summary sheet
 - Documentation demonstrating that an accessible vehicle was in service for all hours of operation.
- A sample invoice is shown in Exhibit I.

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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 \$_____ per month not to exceed \$_____ during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.
- (2) **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.
- (3) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is _____. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$_____.

Provider payments will be comprised of four components:

1. A direct reimbursement for each trip provided per the Catch-A-Ride User Subsidy per Trip table shown below.
2. A monthly program administration fee based on total trips provided per month as shown in the Program Administration table below.
3. A monthly call center support fee based on total trips provided per month as shown in the Call Center Support table below.
4. An accessible vehicle allowance as shown in the Accessible Vehicle Allowance table below.

Catch-A-Ride User Subsidy per Trip

Voucher Type¹	Per Trip Amount²
Fare Assistance Eligible – Ambulatory	\$25
Fare Assistance Eligible – WAV*	\$25
Fare Assistance Eligible – Ambulatory – Long Distance	\$40
Fare Assistance Eligible – WAV* - Long Distance	\$40
General Rider – Ambulatory	\$20, rider pays \$5 base fare at boarding
General Rider – WAV*	\$20, rider pays \$5 base fare at boarding
Emergency Voucher	\$25
No Shows	\$10 per trip
Boarding Time – WAV	\$10 per trip

1. Marin Transit reserves the right to change, add, or update voucher types at any time.

2. Only one ride subsidy may be applied per ride regardless of the number of eligible passengers. Marin Transit reserves the right to change the per trip subsidy amount at any time.

Program Administration

Trips per Month	Monthly Fee
0 – 25 trips per month	\$100
25 – 100 trips per month	\$250
> 100 trips per month	\$500

Call Center Support

Trips per Month	Monthly Fee
------------------------	--------------------

Attachment C

0 – 25 trips per month	\$100
25 – 100 trips per month	\$250
> 100 trips per month	\$500
Ability to take pre-scheduled rides (at least 24 hours in advance and up to 7 days in advance)	\$100
Ability to provide fare estimates at time of booking	\$100
Ability to support trip booking & customer service in Spanish and other languages	\$100

Accessible Vehicle Allowance

WAV Costs	Annual or One-Time Fee
Start-up (decals, onboard equipment)	\$5,000 <i>one-time fee</i>
Registration / Permit Cost	\$750 <i>annual fee</i>
Insurance Support	\$9,000 <i>annual fee</i>

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:_____

CONTRACT TITLE:_____

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

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box

if a waiver is requested or fill in the reduced coverage(s) where indicated below:

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

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

Contract Manager Signature:

Date:

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EXHIBIT “D”**FTA GRANT CONTRACT PROVISIONS PROFESSIONAL SERVICES****1) FEDERAL OBLIGATION**

- a) Marin Transit and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to Marin Transit, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified except to identify the subcontractor who will be subject to its provisions.

2) PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Marin Transit of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3) ACCESS TO RECORDS AND REPORTS

Contractor shall provide all authorized representatives of Marin Transit, the FTA Administrator, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until Marin Transit, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4) FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Marin Transit and FTA, as they may be amended

or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5) TERMINATION

- a) Termination for Convenience - Marin Transit, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Marin Transit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- b) Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Marin Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Marin Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Marin Transit, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure - Marin Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Marin Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the stated time period after receipt by Contractor of written notice from Marin Transit setting forth the nature of said breach or default, Marin Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Marin Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d) Waiver of Remedies for any Breach - In the event that Marin Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Marin Transit shall not limit Marin Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6) CIVIL RIGHTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect

Attachment C

construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7) DISADVANTAGED BUSINESS ENTERPRISE

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **6 %**. A separate contract goal has not been established for this procurement.
- b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Marin Transit deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Marin Transit. In addition, the contractor may not hold retainage from its subcontractors.
- e) The Contractor must promptly notify Marin Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Marin Transit.

8) INCORPORATION OF FTA TERMS

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

to perform any act, or refuse to comply with any of Marin Transit's requests which would cause Marin Transit to be in violation of the FTA terms and conditions.

9) SUSPENSION AND DEBARMENT (for contracts over \$25,000)

The Contractor, including any of its officers or holders of a controlling interest, and its subcontractors are obligated to inform Marin Transit whether or not they are or have been debarred, suspended, ineligible or voluntarily excluded from participation in federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension", 31 U.S.C. §6106 note and U.S. DOT regulations 49 CFR Part 29. Should Contractor or a subcontractor be included on such a list or determined ineligible during the performance of this Contract, the Contractor shall so inform Marin Transit. The Contractor is required to include this provision in any lower tiered subcontract where the contract amount is over \$25,000.

10) RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION (for contracts over \$100,000)

- a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b) Performance During Dispute - Unless otherwise directed by Marin Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.
- e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Marin Transit, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11) LOBBYING RESTRICTIONS (for contracts over \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12) CLEAN AIR (for contracts over \$100,000)

Attachment C

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13) CLEAN WATER (for contracts over \$100,000)

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14) ENERGY CONSERVATION

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq. and 49 CFR Part 18.

15) PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16) NOTIFICATION TO FTA

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This

Attachment C

responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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Exhibit “E”**Catch-A-Ride Program and Operational Policies**

- Hours of operation are 6am – 10pm, 7 days a week including holidays. Trips can be scheduled and performed outside of these hours at the discretion of the provider.
- Rides can be scheduled same day or 1 to 7 days in advance.
- When scheduling a trip, riders must be given a reasonable estimate of their pick-up time and fare amount.
- When arriving to pick-up a rider, drivers must wait five minutes for the rider to board the vehicle. Drivers or dispatch must make a reasonable effort to reach the rider in order to complete the trip. If the rider does not board the vehicle within five minutes of arrival, they will be considered a no show. See Attachment “B” regarding incentives for no show trips.
- Authorized riders may bring guests on the ride at no extra cost, subject to vehicle seating limitations, as long as the guests board and alight at the same origin and destination as the authorized rider.
- Riders are limited to thirty (30) one-way discounted trips per quarter. Riders eligible for the Marin Access Fare Assistance program will receive ten (10) additional long-distance vouchers.
- Vouchers must be used in the quarter they are issued for and do not roll-over or accumulate from quarter to quarter.
- All trips must have either the origin or destination start in Marin County.
- A one-way trip is from one origin to one destination, stops at any other location are considered a new one-way trip.
- Riders must show ID when boarding. Drivers are to verify rider identity by checking that the rider’s identification matches the name of the scheduled rider. Riders without matching identification will not be permitted to ride.
- Riders are not permitted to book trips or use Catch-A-Ride vouchers on behalf of others.
- Riders are limited to four carry-on bags or packages, with each package no heavier than twenty pounds. Riders that bring items on board that exceed this policy will not be permitted to ride.
- Riders must pay the base fare and any remaining fare beyond the subsidy when they reach their destination. Drivers must indicate underpayment on voucher and notify Project Manager if this occurs. Provider must report any riders who underpay for trip to the District for follow-up.
- Transportation services shall be curb-to-curb; rider assistance will be provided at the drivers discretion with the exception of assistance boarding the vehicle when using the lift.
- Provider must accommodate riders traveling with a service animal.

Exhibit "F"
Catch-A-Ride Voucher Sample

Vouchers will be issued to riders on a quarterly basis. Each voucher will be customized with rider information and the quarter in which the voucher can be used. There will be seven versions of the voucher – MAFA + Accessible, MAFA, MAFA + Accessible – Long Distance, MAFA – Long Distance, General + Accessible, General, and Emergency. Each voucher type will be printed on a different color paper.

Sample Voucher

CATCH-A-RIDE TRIP VOUCHER
Fare Assistance - Ambulatory

Marin Access ID	
Rider Name	
Rider Phone Number	
Ride Date	____ / ____ / ____
Ride Time	____:____ AM/PM
Pick-Up Address	
Drop-Off Address	

FOR DRIVER USE ONLY

Mileage	
Meter	
Cost to Rider	
Payment	<input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> UNDER PAID
Driver Name	
Driver #	
Cab #	



To schedule a ride, call
(415) 258-2800

VOUCHER
VALUE \$20

Exhibit “G”**Reporting Templates****Monthly Reporting Template**

Count of Voucher / Subsidy Type	
Voucher Type	Jul-23
Fare Assistance Eligible – Ambulatory	
Fare Assistance Eligible – WAV	
Fare Assistance Eligible – Ambulatory – Long Distance	
Fare Assistance Eligible – WAV – Long Distance	
General Rider – Ambulatory	
General Rider - WAV	
Emergency Voucher	

Daily Reporting Template

	Fare Assistance Eligible – Ambulatory	Fare Assistance Eligible – WAV	Fare Assistance Eligible – Ambulatory – Long Distance	Fare Assistance Eligible – WAV – Long Distance	General Rider – Ambulatory	General Rider - WAV	Emergency Voucher
July 1							
July 2							
July 3							
July 4							
July 5							
...							

Templates will be provided in excel format.

Exhibit “H”**Accessible Vehicle Requirements and Specifications**

MCTD will provide an accessible vehicle to providers that meet requirements as outlined in the operating agreement (basic details below).

An operating agreement will be in place and require that:

- **Service Hours**
 - The vehicle must be in service during all stated hours of operation (6am – 10pm) and provide service to respond to requests for service in the County of Marin (including West Marin).
- **Maintenance**
 - MCTD will coordinate with providers to support preventative maintenance needs; providers must adhere to an established PMI schedule.
 - The provider is responsible for maintenance / repairs related to incidents where the driver is at fault.
 - The provider must confirm lift is operational on a daily basis prior to start of service.
- **Driver Training**
 - The provider must ensure all employees operating the vehicle have completed MCTD required training regarding vehicle accessibility features; MCTD will provide training at a time/location convenient to the provider.
- **Insurance Requirements**
 - The provider must provide insurance that meets MCTD minimum insurance requirements & name MCTD in policy.
- **Vehicle Use and Branding**
 - The provider may use the vehicles for regular general public service.
 - The provider may co-brand the vehicle with Marin Access. Both parties must agree to the final branding design.
- **Vehicle Details**
 - Vehicle Type: Co-branded Ford Transit Van, 350, standard cargo van
 - Year: 2017
 - Seated Capacity: 6
 - Wheelchair Capacity: 2
 - Lift: Braun Century Rear Loader
 - Current Mileage: 50-60k
 - Fuel Efficiency: ~13mpg
 - Title Owner: MCTD

Exhibit "I"

Invoice Sample

Sample Invoice

Catch-A-Ride Invoice							
				To: Accounts Payable			
				Marin County Transit District			
				711 Grand Avenue, Suite 110			
				San Rafael, CA 94901			
				Remit To: North Bay Taxi			
				757 Lincoln Avenue #30			
				San Rafael, CA 94901			
Invoice #:							
Amount:							
Agreement #:							
Billing Date:							

Exhibit "J"**Insurance Provisions**

All required insurance coverages will be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to District. The general liability policy will be endorsed naming the Marin County Transit District as an additional insured. The certificate(s) of insurance and required endorsement will be furnished to the District prior to commencement of work. Each certificate will provide for thirty (30) days advance notice to District of any cancellation in coverage. Said policies will remain in force through the life of this Contract and will be payable on a per occurrence basis only.

Nothing herein will be construed as a limitation of Contractor's liability, and Contractor will indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. 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.

A request for a waiver of any of the following insurance requirements must be set forth on Exhibit "C" attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

1.1 GENERAL LIABILITY

The Contractor will maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The District will be named as an additional insured on the commercial general liability policy and the Certificate of Insurance will include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

1.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor will also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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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"> • Scheduling and dispatch in Trapeze • Accessible vehicles • Variety of payment options 	<ul style="list-style-type: none"> • Driver shortages • Service area restrictions for mandated service • Advance booking required • Stricter limitations on eligibility 	9,900	4,400
Volunteer Driver	<ul style="list-style-type: none"> • Rider is empowered to use a driver of their choice • Compensation for volunteers 	<ul style="list-style-type: none"> • Volunteer shortages • Riders without local support network may find it challenging to find a volunteer 	1,100	800
Catch-a-Ride	<ul style="list-style-type: none"> • Shared supply + additional service providers • Same day booking option • Variety of payment options 	<ul style="list-style-type: none"> • Service area restrictions • Limited trip support after call center hours • No oversight of actual trip performance • Unreliable + limited service in accessible vehicles • Separate call center 	1,200	315



Dial-a-Ride	<ul style="list-style-type: none"> • Scheduling and dispatch in Trapeze • Accessible vehicles • Same day booking option • Variety of payment options 	<ul style="list-style-type: none"> • Driver shortages • Service area restrictions • Limited service availability for ADA riders due to general public trips • Fare collection and policy challenges • Limited hours of operation 	415	120
Connect	<ul style="list-style-type: none"> • Ability to book same day • Ability to get trip status updates (Uber App + via Text) • Accessible vehicles • Ability to pay cash onboard 	<ul style="list-style-type: none"> • Driver shortages • Service area restrictions • Pre-scheduled rides are not guaranteed • Limited supply due to general public trips • Inability to use fare assistance • Uber Software As A Service contract will no longer be offered after July 1, 2023 • Contract with MV Transportation for Catch-A-Ride ends on June 30, 2023 	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



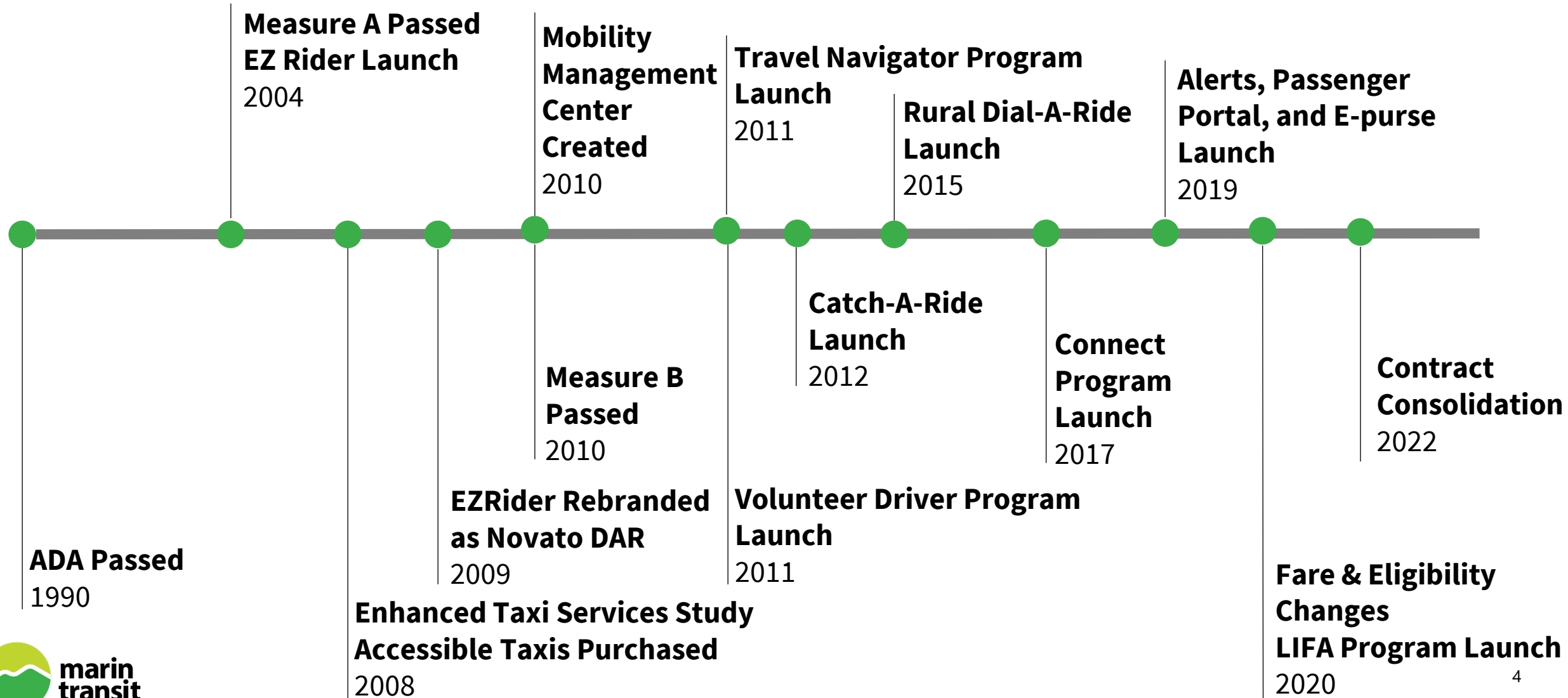
Marin Access Update

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

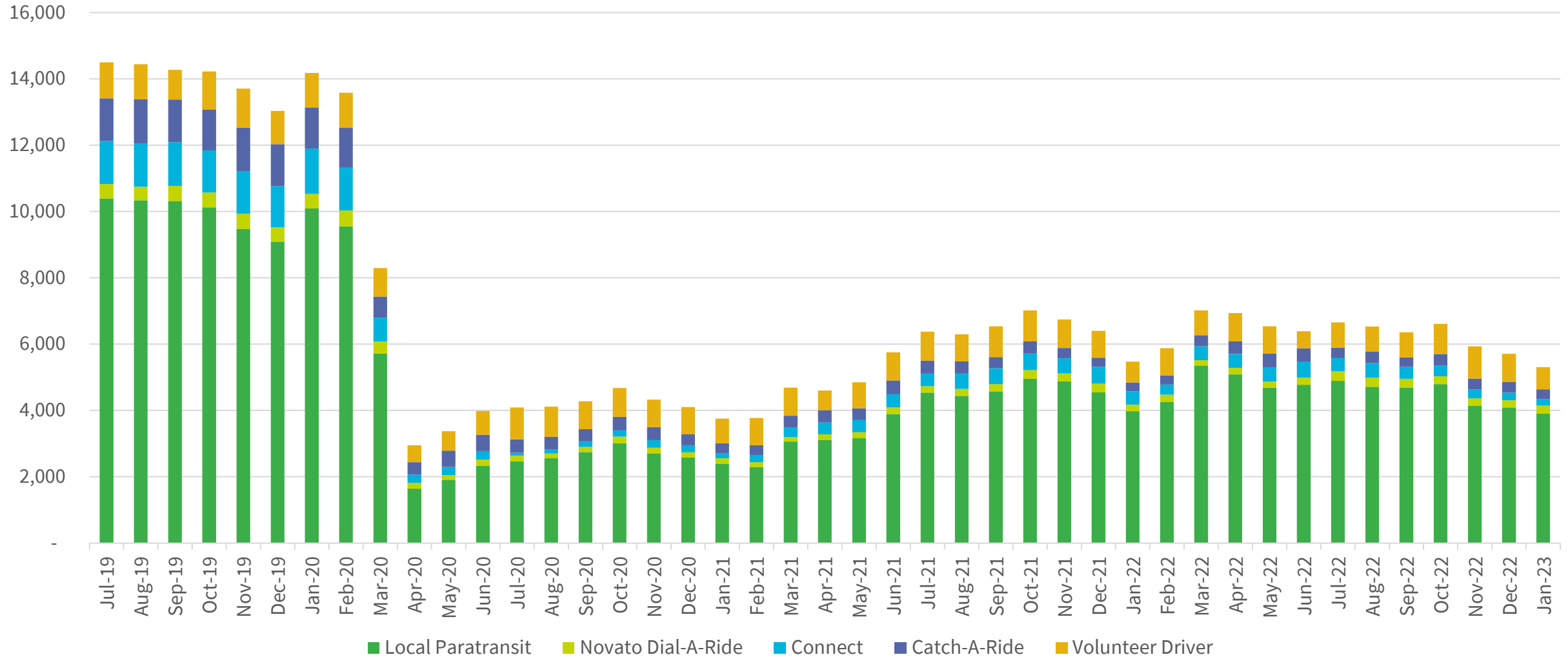


Dial-A-Ride

Pre-scheduled, general public shuttle service

Current Conditions

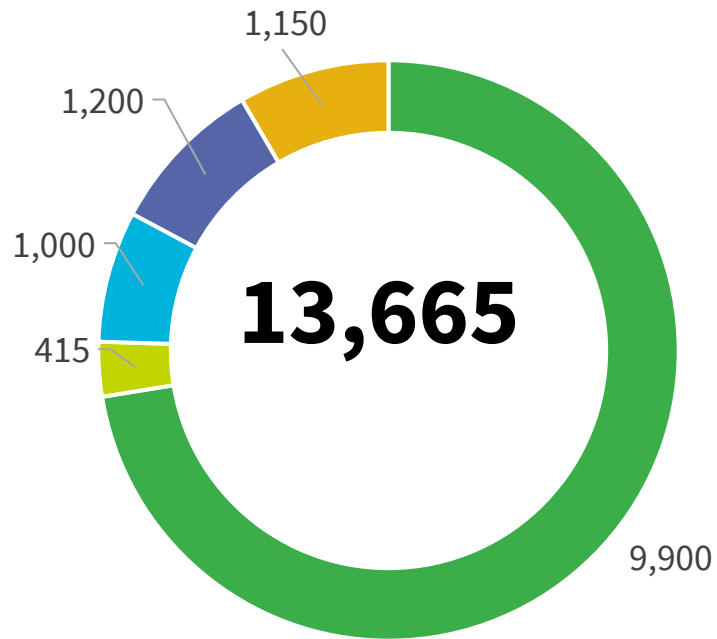
Marin Access Monthly Ridership Trends



Ridership has not recovered since the pandemic.

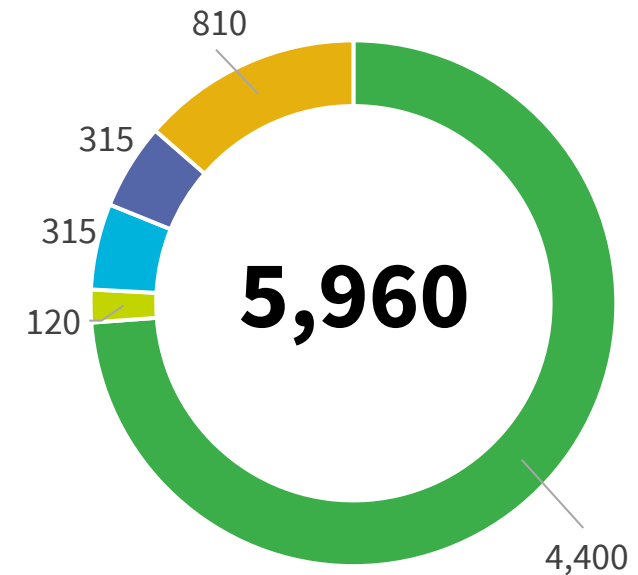
Marin Access Monthly Ridership Trends

Average Monthly Trips FY19



Local Paratransit Novato Dial-A-Ride Connect
Catch-A-Ride Volunteer Driver

Average Monthly Trips FY23



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
Local Paratransit	\$ 4,667,845	\$ 38.93	\$4,836,497	\$84.00	116%
Connect	\$ 633,914	\$ 52.27	\$623,023	\$113.31	117%
Novato Dial-A-Ride	\$ 180,914	\$ 36.09	\$183,746	\$68.61	90%
Rural Dial-A-Ride	\$ 21,994	\$ 33.37	\$27,250	\$41.73	25%
Volunteer Driver	\$ 138,433	\$ 9.80	\$ 133,794	\$13.92	42%
Catch-A-Ride	\$ 353,078	\$ 24.57	\$251,529	\$57.32	133%
Total	\$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

Robert Betts

Director of Operations & Service Development

rbetts@marintransit.org

Joanna Huitt

Senior Mobility Planner

jhuitt@marintransit.org



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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May 1, 2023

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

Subject: Marin County Transit District Zero Emission Bus Rollout Plan

Dear Board Members:

Recommendation

Adopt resolution 2023-04 which approves the Marin County Transit District Zero Emission Bus Rollout Plan and authorizes the General Manager to submit the plan to the California Air Resources Board in accordance with the Innovative Clean Transit Regulations.

Summary

The Innovative Clear Transit (ICT) regulation was adopted by the California Air Resources Board (CARB) in December 2018 and became effective on October 1, 2019. The regulation requires public transit agencies in California to gradually transition their fleets to zero-emission technologies. The rule requires a percentage of new bus purchases to be zero-emission buses (ZEBs) starting for small transit agencies like Marin Transit in 2026, when 25% of purchases need to be ZEBs. In 2029, 100% of purchases are required to be ZEBs. Each transit agency must adopt and submit a Zero Emission Bus Rollout Plan to CARB by June 30, 2023 describing how the agency will meet the targets.

Marin Transit first brought a transition plan to your Board on April 1, 2019. This plan was developed using the available framework from the ICT to transition Marin Transit's fleet to Zero Emission Buses by 2040. This plan was updated and adopted by the Board with adoption of the 2020 S RTP.

Staff has built upon this plan and added new elements required by ICT such as facilities and infrastructure modifications, a workforce development plan, and a list of potential funding sources.

The Rollout Plan is intended as a living guide to the implementation of Marin Transit's zero emission bus fleet. The plan provides estimated timelines based on Marin Transit's fleet replacement plan. The two key challenges to converting the fleet are:

- Land availability on which to install infrastructure.
- Range requirements of rural routes.



Marin Transit also plans to electrify its light-duty paratransit and demand-response fleet but is still evaluating technologies and waiting for prices in lighter-duty vehicles to decrease before making large investments. While the plan focuses mostly on Marin Transit's Fixed Route Fleet, which is covered by the ICT, the plan references planning for infrastructure required to electrify the paratransit and demand-response fleet in the facilities section. Marin Transit plans to purchase one minibus to test in Paratransit service in FY2023, which will help guide Marin Transit's decisions moving forward.

Fiscal/Staffing Impact

There are no immediate fiscal impacts. However, converting Marin Transit's fleet to 100 percent electric will have future financial implications. Marin Transit estimates that it will cost about \$73 million to convert the rest of Marin Transit's fleet, excluding the cost of necessary real property acquisition. Marin Transit will continue to take advantage of available grants and funding opportunities to fund the transition.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Anna Penoyar", written in a cursive style.

Anna Penoyar
Capital Projects Manager

Attachment A: Marin County Transit District Zero Emission Bus Rollout Plan

Attachment B: 2023-04 ZEB Rollout Plan Resolution

Attachment C: Presentation



Zero Emission Bus Rollout Plan

Marin County Transit District



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Executive Summary

This rollout plan is a living document and guide to the implementation of Marin Transit's zero emission bus fleet. The plan provides estimated timelines based on Marin Transit's fleet replacement plan.

Marin County Transit District (Marin Transit) is the local transit provider in Marin County. Marin Transit has a fleet of 81 buses that operated in fixed route service which include 6 battery electric buses, 39 diesel-hybrid buses, 20 diesel narrow-bodied and high-floor buses, and 14 medium duty cutaways. The paratransit and demand-response fleet is made up of 34 vans and cutaways. Pre-COVID, Marin Transit served 3.2 million local passengers each year on 33 bus and shuttle routes, paratransit services, and innovative community-based transportation programs.

Marin Transit plans to convert its fleet entirely to Battery Electric Buses and has identified two key challenges to accomplishing that goal:

- Land availability on which to install infrastructure
- Range requirements of rural routes

This plan focuses mostly on Marin Transit's Fixed Route Fleet, which is covered by the ICT. Marin Transit also plans to electrify its light-duty paratransit and demand-response fleet but is still evaluating technologies and waiting for prices in lighter-duty vehicles to decrease before making large investments. Marin Transit plans to purchase one minibus to test in Paratransit service in FY2023, which will help guide Marin Transit's decisions moving forward. This plan includes references to planning for infrastructure required to electrify the paratransit and demand-response fleet in the facilities section.

Land Availability

Marin Transit owns all its vehicles but relies on four purchased contract operators to operate fixed route and demand-response services. Until recently, Marin Transit owned no facilities which drove the need for many small contracts with requirements to provide associated transit vehicle parking and maintenance facilities.

The lack of sufficient facilities is Marin Transit's largest obstacle to converting to a zero-emission fleet. It's difficult to justify large capital investment in infrastructure on property that is not directly owned by Marin Transit. Marin Transit's fleet operates out of 13 maintenance and storage facilities that are largely owned or leased by contractors. Marin Transit-owned facilities can support the electrification of 25% of the fixed route fleet and 100% of the demand-response fleet. Marin Transit is actively searching for additional real property to develop a bus charging and maintenance facility.

Range Requirements

Marin Transit operates several rural routes in West Marin which will be the most difficult routes to electrify. Vehicle blocks on these routes travel over 300 miles on terrain that is hilly, long, and remote. Current electric bus ranges do not meet those service requirements. Marin Transit plans to investigate

opportunities to install on-route charging in West Marin, the need for additional vehicles to meet service operation requirements, and may investigate hydrogen fuel cell buses if technology has not improved by the year 2030, when conversion of that fleet begins.



Section A: Transit Agency Information

Marin County Transit District (Marin Transit) provides local public transit service in Marin County, just north of the Golden Gate Bridge. The current zero emission fleet includes 6 battery-electric buses, which comprises about 8% of Marin Transit's fixed route fleet. Marin Transit is committed to transitioning its entire bus fleet to zero-emission in accordance with the California Air Resource Board (CARB) Innovative Clean Transit (ICT) Regulation.

Marin Transit operates fixed-route and paratransit service, and contracts with four different providers for those services as follows:

Marin Airporter: Operates Local Big Bus and shuttle services (Fixed Route)

MV Transportation: Operates Rural and Supplemental School Services (Fixed Route)

Golden Gate Transit: Operates Local Big Bus service (Fixed Route)

Transdev: Operates paratransit and demand response services (Demand Response)

Marin Transit provides 3.2 million trips each year to a population of approximately 247,289 residents in the 828 square miles of Marin County.

Transit Agency's Name: Marin County Transit District (Marin Transit)

Mailing Address: 711 Grand Ave, Ste 110, San Rafael, CA 94901

Transit Agency's Air District: Bay Area Air Quality Management District

Transit Agency Air Basin(s): San Francisco Bay Area

Total Number of Buses in Annual Maximum Service: Fixed Route: 59, Demand Response: 21

Is your transit agency part of a Joint Group? No

Section B: Rollout Plan General Information

Innovative Clean Transit Regulation

The Innovative Clear Transit (ICT) regulation was adopted by the California Air Resources Board (CARB) in December 2018 and became effective on October 1, 2019. The regulation requires public transit agencies in California to gradually transition their fleets to zero-emission technologies. The rule requires a percentage of new bus purchases to be zero-emission buses (ZEBs) starting for small transit agencies like Marin Transit in 2026, when 25% of purchases need to be ZEBs. In 2029, 100% of purchases are required to be ZEBs. Each transit agency must adopt and submit a Zero Emission Bus Rollout Plan to CARB by June 30, 2023 describing how the agency will meet the targets.

Marin Transit Rollout Plan

Marin Transit's initial Rollout Plan was developed in 2019 by Marin Transit staff to transition the agency's fixed route bus fleet to 100% zero-emission by 2040 to meet the deadline set in the draft ICT Regulation. This plan has been updated to meet requirements outlined in the ICT Regulation.

For purposes of the Fleet Replacement Plan, staff assumed the following availability for all-electric vehicles:

- A narrow body bus or an alternative smaller bus eligible for FTA funding will be available in 2030; and
- The range of in-depot charged buses will increase to 300 miles by 2027; and
- Marin Transit will be able to purchase additional right of way for parking and maintaining the electric fleet by the year 2025 and
- Over the next five years, there will not be a significant infusion of capital funding for Marin Transit to construct infrastructure improvements that support in-route vehicle charging or hydrogen fueling stations.

To plan for technological uncertainty, Marin Transit staff has developed the following recommendations:

- 1) Develop a base plan that assumes the zero-emission technology is available to meet the minimum ICT requirements, without significant changes to routing or requiring in-route charging infrastructure;
- 2) Identify decision points that will allow time for developing route changes or infrastructure projects, if required; and
- 3) Identify decision points for purchasing additional zero-emission vehicles if technology exceeds expectations and/or there is significant additional capital to pursue in-route charging or other mitigations to deploy zero-emission buses.

To meet the replacement plan goals, Marin Transit first will concentrate efforts on converting the standard bus fleet to electric buses. The second priority will be the cutaway fleet used for local shuttle

service. The additional price per vehicle to electrify at this time is three times the cost of a standard cutaway bus, which is a large investment for a vehicle with a useful life of only 7 years. Marin Transit expects the price to decrease on these vehicles as they are more widely adopted. The narrow-bodied vehicles needed for rural and recreational services have vehicle work blocks of over 300 miles on steep, hilly terrain. This makes them the most challenging to convert. Marin Transit plans to start to replace those vehicles with zero-emission technology in FY 2031 to allow more time for the technology to improve. Marin Transit will be able to modify the procurements planned for FY 2024 and FY 2027 should a suitable zero emission vehicle type become available earlier.

Decision Points and Next Steps

Staff have identified points in the next ten years when Marin Transit will decide whether to make investments in Zero Emission Buses earlier or make other decisions regarding the future of the zero-emission fleet. Financial feasibility analyses will be needed at each of these milestones.

- 2025 – Confirm Vehicle Types for FY 2027 Procurement – Marin Transit will evaluate the battery range of available zero-emission vehicles. The District will also evaluate the status of its infrastructure and power delivery capabilities to determine whether it is possible increase the percentage of zero-emission buses in the FY 2027 procurement. At this time, the FY 2027 procurement is planned to consist of seven 40-foot electric and four 30-foot hybrid buses.
- 2025 – Determine if a zero-emission cutaway bus is available – Marin Transit’s first planned replacement of a cutaway (shuttle) with zero-emission technology is planned for FY 2026 to provide additional time for testing. In addition, the price of the zero emission shuttles needs to reduce for purchase of these vehicles to be cost effective over the shorter vehicle life (seven years). Marin Transit is testing a potential electric minibus for replacement of the cutaway. If this proves successful, and the vehicle successfully passes through federally required Altoona testing, and becomes Buy America compliant, this could be Marin Transit’s replacement for the cutaway buses.
- 2025 – Evaluate the need to purchase expansion vehicles in order to electrify full fleet - Current industry estimates that transit agencies will require at least 20 percent additional vehicles to operate an all-electric fleet at the same service levels as their traditional counterparts. Marin Transit expects that by 2025, there will be a clearer understanding of Electric Bus range capacity and whether an expanded fleet will be needed.
- 2026 – Update Infrastructure Plan – If Marin Transit has not acquired additional land to accommodate the purchase of 10 ZEBs in FY 2029, Marin Transit will have to investigate alternatives including hydrogen fuel cell buses if fueling is available, or consolidating electric vehicles with contractors who are able to install electric infrastructure on their properties.
- 2027 – Confirm Vehicle Types for FY 2029 Procurement - Determine whether battery range has improved enough to deliver the District’s existing service profile. If not, the FY 2029 procurement allows time for Marin Transit to evaluate purchasing additional vehicles, cutting

or re-designing service to match vehicle constraints, and/or negotiating with jurisdictions to install opportunity charging at strategic locations throughout the county.

- 2028 – Confirm Vehicle Types for FY 2031 Procurement of Narrow-Bodied Vehicles - Decide whether there is a zero-emission bus capable of operating on the terrain and over distances required to serve West Marin. If not, Marin Transit will have to consider cutting these programs. If a narrow-bodied vehicle is available and the range is the only concern, the District will evaluate purchasing additional vehicles to provide the service and/or whether installing opportunity charging along the routes is feasible.
- 2029 – Update Initial Infrastructure Plan – Based on the current fleet status and the state of zero-emissions bus technology, Marin Transit will update the infrastructure plan in advance of the FY 2032 procurements that will bring the District's fleet to over 50 percent electric.

Electric bus technology is evolving rapidly. Marin Transit values the benefits of zero-emission buses. The District will recommend investments that take advantage of proven technologies while closely monitoring new developments. Marin Transit needs to be flexible as it develops the quickest, most reliable path toward a sustainable and completely zero-emission fleet. Staff will explore technology options as each of decision points nears and will evaluate the best investments that will move the District toward a battery electric fleet at a faster pace than the current vehicle replacement plan.

Marin Transit's Board of Directors approved this plan on May 1, 2023. A copy of the signed Board Resolution is attached to the Rollout Plan submitted to CARB.

Section C: Technology Portfolio

Marin Transit plans to use battery electric buses (BEBs) to electrify its fleet.

An initial investment in battery electric buses was made in 2016 with the purchase of 2 BYD Battery Electric buses to be used in a pilot project allowing Marin Transit contractors to gain experience with the new technology. These buses required minimal infrastructure improvements to install overnight charging at a contractor-owned facility.

Further investment in overnight charging has been made at Marin Transit's facility located at 600 Rush Landing Rd in Novato, where four chargers have been installed, and future-proof electrical infrastructure was installed to charge up to 20 standard sized buses at this site.

Marin Transit is also developing a project at its facility at 3010/3020 Kerner to make it ready for future overnight Electric Bus Charging. This project will include a solar canopy and battery storage to manage charging and increase resilience in the case of power outages. The facility is planned to park paratransit vehicles.

Rural service will be the most difficult for Marin Transit to transition to battery Electric due to the hilly terrain and long scheduled blocks. If range doesn't improve to meet the service requirements of these routes, Marin Transit will investigate Hydrogen Fuel Cell Buses. A final decision will be made in 2028, prior to the electrification of these vehicles which is planned to begin in 2031.

Fleet Transition Schedule and Cost

Marin Transit's replacement schedule is based on the agency's Transit Asset Management Plan mandated by the Federal Transit Administration and follows guidelines set by the ICT for purchasing Zero Emission Buses.

Using cost estimates from Marin Transit's two battery electric bus pilot project, and 2022 four battery electric bus purchase, the total cost to transition the rest of Marin Transit's fixed route fleet to 100% zero emission buses will be \$73,440,000. This does not include the cost to purchase additional real property to charge battery electric buses but includes estimate to bring additional power to a site and install chargers and infrastructure. The estimate also excludes the six buses that have already transitioned to battery electric as well as three vehicles that are retired-active and not eligible for replacement.

This estimate is based on Rough Order of Magnitude estimates developed from projects at facilities at Rush Landing and 3010/3020 Kerner. Marin Transit estimates that it will take \$1.13 Million to electrify each standard-sized bus and \$443,000 to electrify each cutaway bus. Actual costs are expected to fluctuate with each purchase. Table 1 shows the summarized costs.

Table 1 - Technology Cost

Bus Type	Fleet Quantity	Bus Cost	Infrastructure Cost	Total Technology Cost
Standard Battery Electric Bus	60	\$54,000,000	\$14,100,000	\$68,100,000
Battery Electric Medium-Duty Cutaway	12	\$3,000,000	\$2,340,000	\$5,340,000
Total	72*	\$57,000,000	\$16,440,000	\$73,440,000

*Does not include 6 already electrified vehicles and 3 retired active vehicles currently in the fleet.

Battery Electric Bus Fuel Analysis

Marin Transit evaluated the cost of fuel for its first two battery electric buses over Fiscal Year 2021-22 and has made projections for the cost to operate the next four buses. As the fleet expands, Marin Transit will have to invest in managed charging options to optimize fuel costs.

Marin Transit has two BYD electric buses that are operated by Golden Gate Transit and fueled at their yard. Marin Transit has four Gillig electric buses that are not yet in service but will be operated by Marin Airpporter and fueled at Marin Transit's Rush Landing yard.

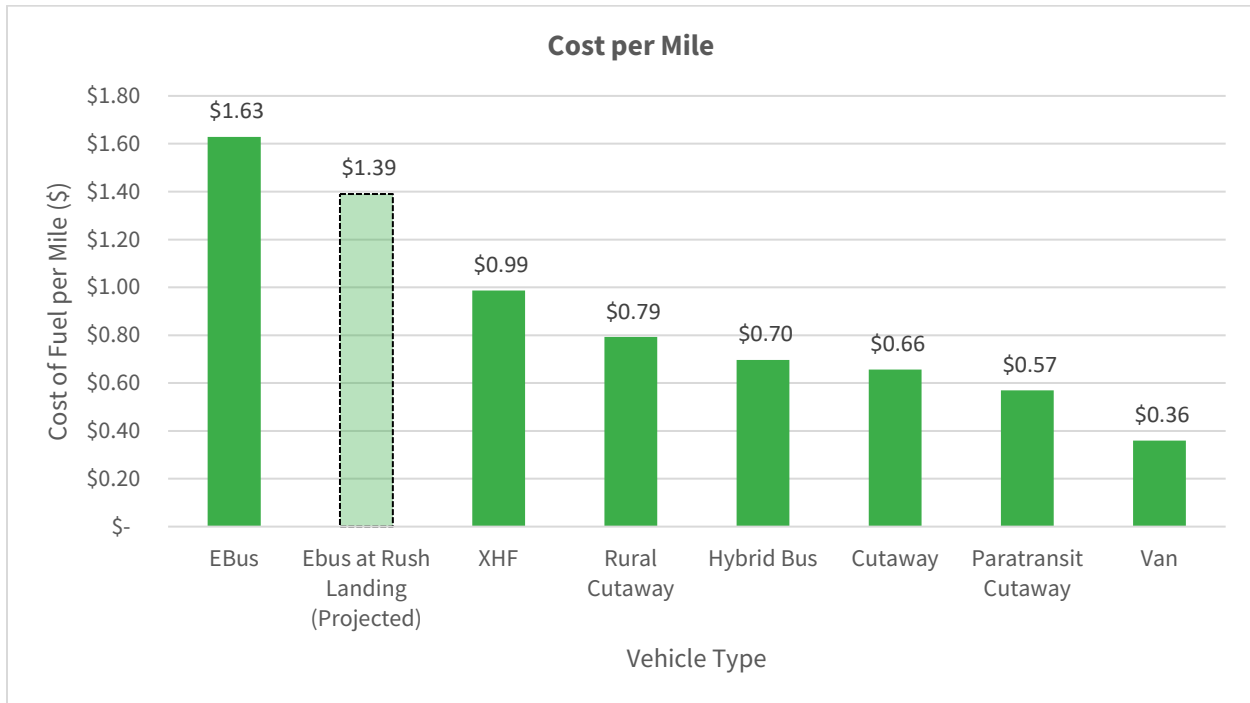
The cost of electricity depends largely on rate structure. Due to this structure, the electric bus cost per mile is more variable than for the traditional-fuel buses. Electricity is subject to demand charges. Utility demand charges are incurred based on the highest amount of energy pulled at a given moment during the billing period. If the buses are charged once a month, there is demand charge fee placed on the utility bill no matter how many miles the vehicles traveled during that period. This charge accounts for most of the cost for electricity; over FY2021-22, it was about 85% of each month's utility cost. Marin Transit deliberately chose vehicles that can charge slowly overnight when demand charges are lower to decrease the impact of this charge. Due to this rate structure, when buses are traveling more miles in a month, the demand charges are spread across more miles and the cost per mile decreases.

Over the period (FY 2021/22), there was not much variation in the electric vehicle miles the BYD buses traveled per month and therefore the cost per mile was relatively stable averaging \$1.63 per mile. However, electricity rates for demand charges did increase in January 2022, and Marin Transit saw a 15% increase in cost for these vehicles overall after those changes. The cost per mile went from an average of \$1.54 per mile before the rate increases, to \$1.71 per mile after the rate increase. Figure 1 shows the average cost of energy per mile for the BYD Electric buses compared with the other vehicle types.

Marin Transit is dependent on Golden Gate Transit's electric rates for charging the BYD buses and is not separately metered from their yard. Prior to FY 2021/22 Marin Transit benefitted from this by only paying demand charges based on the difference between peak usage at the Golden Gate Facility and

peak usage with the BYD buses are plugged in, up to 160 kW (the maximum potential pull from the chargers). Unfortunately, Golden Gate Transit's other power usage at night has decreased since the BYD electric vehicles were initially put into service and Marin Transit paid the full price of the demand charges throughout FY 2021/22.

Figure 1 - FY2021/22 Average Cost of Fuel Per Mile for Vehicle Types



Marin Transit's four battery-electric Gillig buses will be charged at 600 Rush Landing. The District just finished an electrification project that included a new meter and is participating in PG&E's EV Fleet rate program. This rate structure allows for a more predictable cost to operate by replacing demand charges with a subscription fee and a higher cost for energy used. As shown in Figure 1, above, staff anticipates the cost to operate an electric bus will be less under this rate plan. Marin Transit will evaluate the cost differences in the different rate structures once these vehicles enter full service.

Section D: Current Bus Fleet Composition and Future Bus Purchases

Table 2: Individual Bus Fleet Composition (Fixed Route Only)

Number of Buses	Engine Model Year	Bus Model Year	Fuel Type	Bus Type
1	2008	2008	Diesel	Standard, Narrow-Body 35' High Floor (retired-active)
7	2010	2010	Hybrid-Diesel	Standard 35' Low Floor
3	2011	2011	Diesel	Standard, Narrow-Body 35' High Floor
5	2012	2012	Diesel	Standard, Narrow-Body 35' High Floor
2	2013	2013	Unleaded Gasoline	Cutaway (retired active)
4	2015	2015	Hybrid-Diesel	Standard 30' Low Floor
7	2015	2015	Hybrid-Diesel	Standard 40' Low Floor
2	2015	2015	Unleaded Gasoline	Cutaway
1	2015	2015	Diesel	Standard, Narrow-Body 30' High Floor
1	2016	2016	Unleaded Gasoline	Cutaway
10	2017	2017	Hybrid-Diesel	Standard 40' Low Floor
2	2017	2017	Diesel	Standard, Narrow-Body 30' High Floor
2	2018	2018	Battery Electric- Depot Charging	Standard 35' Low Floor
2	2018	2018	Diesel	Standard, Narrow-Body 35' High Floor
1	2018	2018	Unleaded Gasoline	Cutaway
1	2019	2019	Unleaded Gasoline	Cutaway
11	2019	2019	Hybrid-Diesel	Standard 40' Low Floor
4	2021	2021	Diesel	Standard, Narrow-Body 30' High Floor
2	2021	2021	Diesel	Standard, Narrow-Body 35' High Floor
9	2021	2021	Unleaded Gasoline	Cutaway
4	2021	2021	Battery Electric- Depot Charging	Standard 40' Low Floor

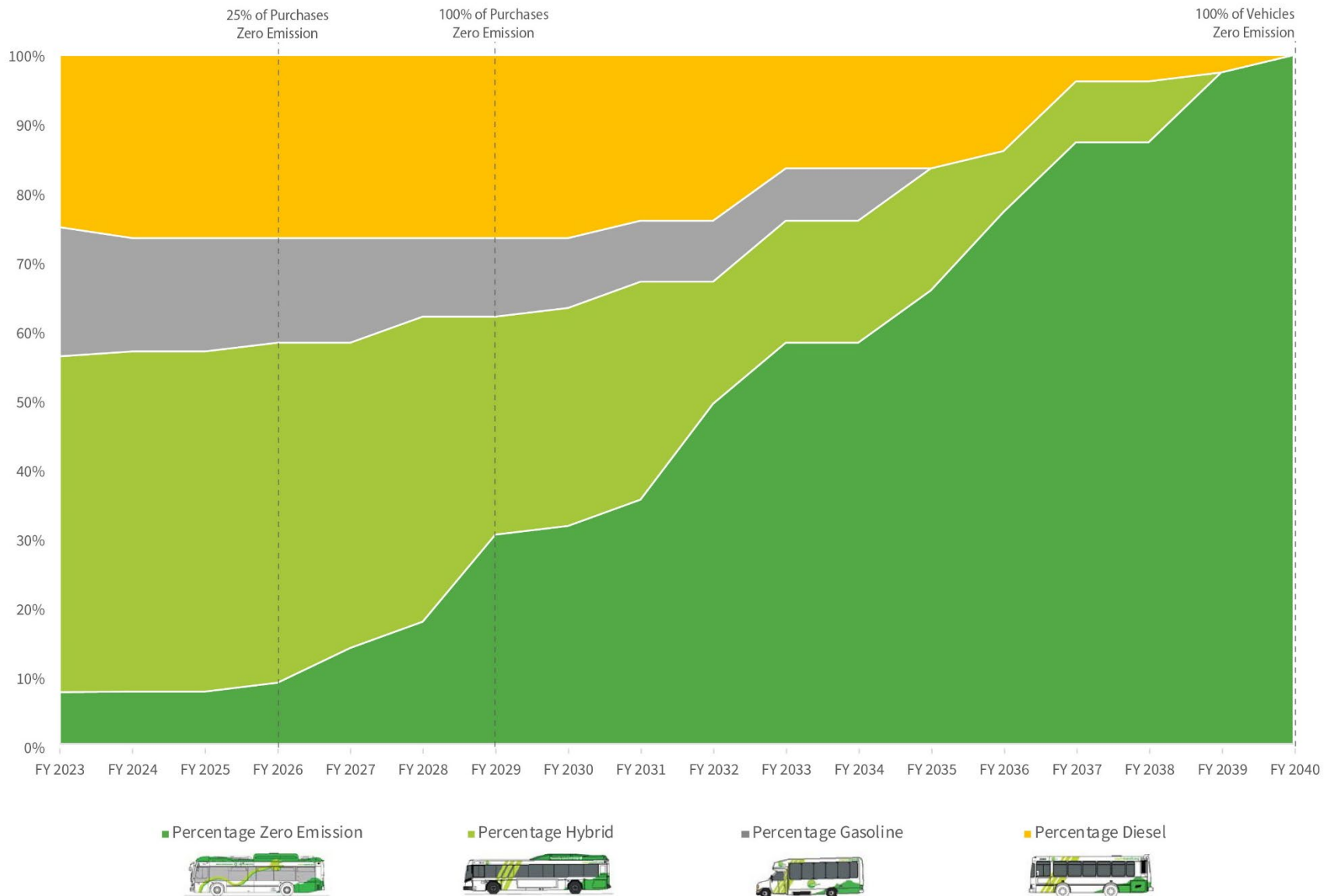
Source: Marin Transit.

Table 3 - Future Bus Purchases (Fixed Route)

Timeline (Year)	Total Number of Buses	ZEB Purchases				Conventional Bus Purchases		
		#	% of Total Purchases	Bus Type(s)	Fuel Type(s)	#	Type(s) of Buses	Fuel Type(s)
2024	10	0	0%	N/A	N/A	10	Standard Low Floor (7), Standard High Floor (2), Cutaway (1)	Hybrid Diesel (7), Diesel (2), Unleaded Gasoline (1)
2025	8	0	0%	N/A	N/A	8	Standard High Floor	Diesel
2026	2	1	50%	Cutaway	BEB	1	Cutaway	Unleaded Gasoline
2027	12	4	25%	Standard Low Floor	BEB	8	Standard Low Floor (7), Standard High Floor (1)	Hybrid Diesel (7), Diesel (1)
2028	11	3	27%	Cutaway	BEB	8	Standard High Floor (2), Cutaway (6)	Diesel (2), Unleaded Gasoline (6)
2029	10	10	100%	Standard Low Floor	BEB	0	N/A	N/A
2030	0	0	100%	N/A	BEB	0	N/A	N/A
2031	5	4	100%	Cutaway (1) Standard (4)	BEB	0	N/A	N/A
2032	11	11	100%	Standard (11)	BEB	0	N/A	N/A
2033	8	8	100%	Cutaway (2), Standard (6)	BEB	0	N/A	N/A
2034	0	0	100%	N/A	BEB	0	N/A	N/A
2035	13	13	100%	Cutaway (9), Standard (4)	BEB	0	N/A	N/A
2037	8	8	100%	Standard	BEB	0	N/A	N/A
2038	1	1	100%	Cutaway	BEB	0	N/A	N/A
2039	12	12	100%	Standard	BEB	0	N/A	N/A
2040	4	4	100%	Cutaway (2), Standard (2)	BEB	0	N/A	N/A

Marin Transit will purchase new zero-emission buses and is not considering converting its conventional buses into zero-emission buses.

Figure 2 - Fixed Route Fleet Composition over Time



Section E: Facilities and Infrastructure Modifications

Facility Constraints:

Marin Transit does not own sufficient real property to park, charge, or fuel buses. Marin Transit will need to acquire additional property to meet the ZEB Rollout Plan Goals. Staff and Directors are actively seeking more property.

Figure 3 shows the property at 600 Rush Landing Road in Novato. Here, the site is constrained by Highway 101 to the west of the property, and train tracks on the east. While the property's shape makes parking layouts difficult, an additional challenge for electrification of the site is a major water pipeline which runs along the East side of the property. No infrastructure can be installed above this pipeline, resulting in the ability to install charging infrastructure only on the west side of the property. Marin Transit recently completed a project to install 4 bus chargers here. The switchgear and infrastructure have been future proofed to charge up to 20 battery electric buses at this site.

The second property Marin Transit recently acquired is 3010/3020 Kerner Blvd in San Rafael. This site is about an acre and is currently planned for demand response vehicle parking. The site will be repaved, and conduit laid for future charging in the next 2 years.

Marin Transit still requires land for charging an additional 60 fixed-route vehicles.

Figure 3 - Aerial of 600 Rush Landing Rd

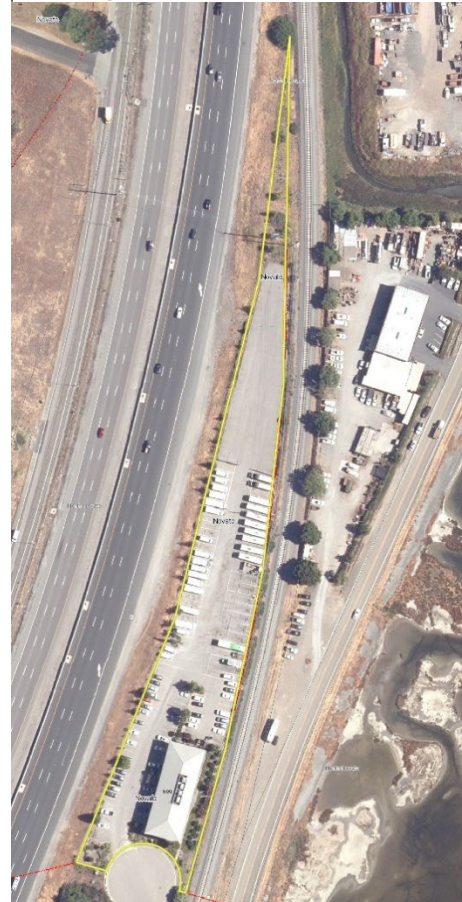


Table 4 - Marin Transit Facilities

Division/Facility Name	<i>Rush Landing</i>	<i>3000 Kerner</i>	<i>3010/3020 Kerner</i>
Address	600 Rush Landing Rd, Novato	3000 Kerner Blvd, San Rafael	3010/3020 Kerner Blvd San Rafael
Main Function(s)	Bus Parking, Administration	Bus Maintenance, Administration	Bus Parking
Type(s) of Infrastructure	Overnight Charging Infrastructure	Charging infrastructure related to vehicle maintenance	Solar Canopy, Battery Energy Storage, Overnight Charging Infrastructure
Service Capacity	Level 3 Depot chargers to deploy 20 BEBs by 2033	Level 2 Depot charging for one bus	Level 2 Depot charging for 40 paratransit cutaway vehicles
Needs Upgrade? (Yes/No)	Yes	No	Yes
Estimated Construction Timeline	Start (4 chargers with oversized switchgear): June 2021 Complete: Nov. 2022 Additional chargers will be installed to meet the electrification needs for vehicles parked here as listed below	Complete: April 2023	Construction initiated to install 5 chargers in September 2023. Additional chargers will be added as demand response fleet is electrified.

Rush Landing

In November 2022, Marin Transit added electrical service to the site for electric vehicle charging of up to 6 heavy duty buses. The facility can park up to 35 vehicles but will only be able to park and charge 20 full-sized buses due to the narrow width and the inability to install charging infrastructure on the east side of the lot.

The project completed in November 2022 included installation of an oversized switch gear, so that Marin Transit will be able to more easily increase power capacity to the site and charge up to twenty (20) 40-foot Battery Electric Buses using level 3 chargers.

Marin Transit plans to deploy the following Battery Electric Buses at this site using depot charging:

- FY2023 – Four 40ft Battery Electric Buses (Existing)
- FY2027 – Four 30ft Battery Electric Buses
- FY2028 – Three Cutaway Battery Electric Buses
- FY2030 – One Cutaway Battery Electric Bus
- FY2031 – Four 35ft Battery Electric Buses
- FY 2033 – Four 30ft and Two 35ft Battery Electric Buses

Marin Transit will work with our utility, Pacific Gas & Electric (PG&E) to increase power capacity at the site to meet the needs each of these purchases.

Active Grant Requests

Marin Transit is submitting an application for the Federal FY2023 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive program to install charging infrastructure and to improve the energy efficiency and resiliency of the facility. The project includes:

- Bus charging for sixteen 40ft buses
- Solar panels and energy storage
- Upgrading building subsystems like HVAC, lighting, and windows to increase energy efficiency
- Installing accessible access to building's second floor
- Repave bus parking area

Kerner Facilities

Marin Transit purchased 3000 Kerner Blvd in 2021 for use as an administrative and bus maintenance facility for Marin Transit's demand response services. A level 2 charger has been added to this facility to support future maintenance of Electric Vehicles.

Marin Transit purchased the adjacent property at 3010/3020 Kerner Blvd in 2022 for use as vehicle parking. A project is currently underway to demolish the existing office building and create a bus parking facility. It will include solar canopy over a portion of the lot and battery storage to help manage energy at this site. The project will also include five level 2 chargers and provisions will be made for additional charging throughout the lot. While, the lot is planned as a paratransit parking facility, Marin Transit is also planning for the ability to park larger vehicles at the site on the northern side of the lot.

Utility Partnership

Marin Transit is actively working on its utility partnership by participating in Pacific Gas and Electric's (PG&E's) Electric Vehicle Fleet Program. This program was created when the California Air Resource Board allocated \$236 million to PG&E to support the conversion of commercial and public fleets to electric. The program pays for all improvements to increase electrical capacity to support an electric fleet up to the customer's meter. This means that any infrastructure improvements that are required to bring a larger power capacity to the site including any necessary transformer upgrades will be paid for by the program. Marin Transit is then responsible for the cost of all improvements after this meter, which may include, electrical panels, switch gears, and electric vehicle chargers.

This program ensures that proper design standards for fleet electrification infrastructure are leveraged into each of our BEB infrastructure installations and also ensures that adequate grid capacity will be available and interconnected to our site(s) prior to the planned commissioning dates of our vehicles.

Additionally, Marin Transit is in conversations with another local energy provider, MCE, to discuss electric rate structures and how to get the greenest energy into our fleet.

Additional Facility Requirements

Marin Transit is actively seeking additional land to house and electrify the remainder of the fixed route fleet with the goal of acquiring a facility by 2025 in order to develop plans and get infrastructure in place to charge the ten 40ft electric buses that will be purchased in 2029. An additional facility is vital to Marin Transit's fleet electrification plans.

Active Grant Requests

Marin Transit has submitted an application to the Federal FY 2023 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive program to purchase land that would accommodate the electrification of Marin Transit's fixed route fleet. Not only will this benefit Marin Transit in allowing us to reach our goal of being 100% zero emission by the year 2040, but it will also improve the system by eliminating inefficiencies created through operating out of several different yards. This will consolidate existing leased facilities and save transit operations costs.

The grant request also includes the development and implementation of a transformative workforce development program that includes unionized and employee-owned purchased transportation providers.



Section F: Providing Service in Disadvantaged Communities

Marin Transit riders, when compared with Marin County's general population, Marin Transit riders have significantly lower income levels and only 35% identify themselves as Caucasian/White or Asian. Based on the onboard surveys and U.S. Census data for Marin County, 59% of transit riders have an annual household income of less than \$50,000. Over 39% of Marin Transit riders do not have access to a car, while 95% of Marin County residents do.

CalEnviroScreen 3.0

Marin Transit does not serve disadvantaged communities, as listed in the latest version of CalEnviroScreen 3.0.

Zero (0) percent of Marin Transit's facilities are located in communities that are classified as "disadvantaged" according to CalEnviroScreen.

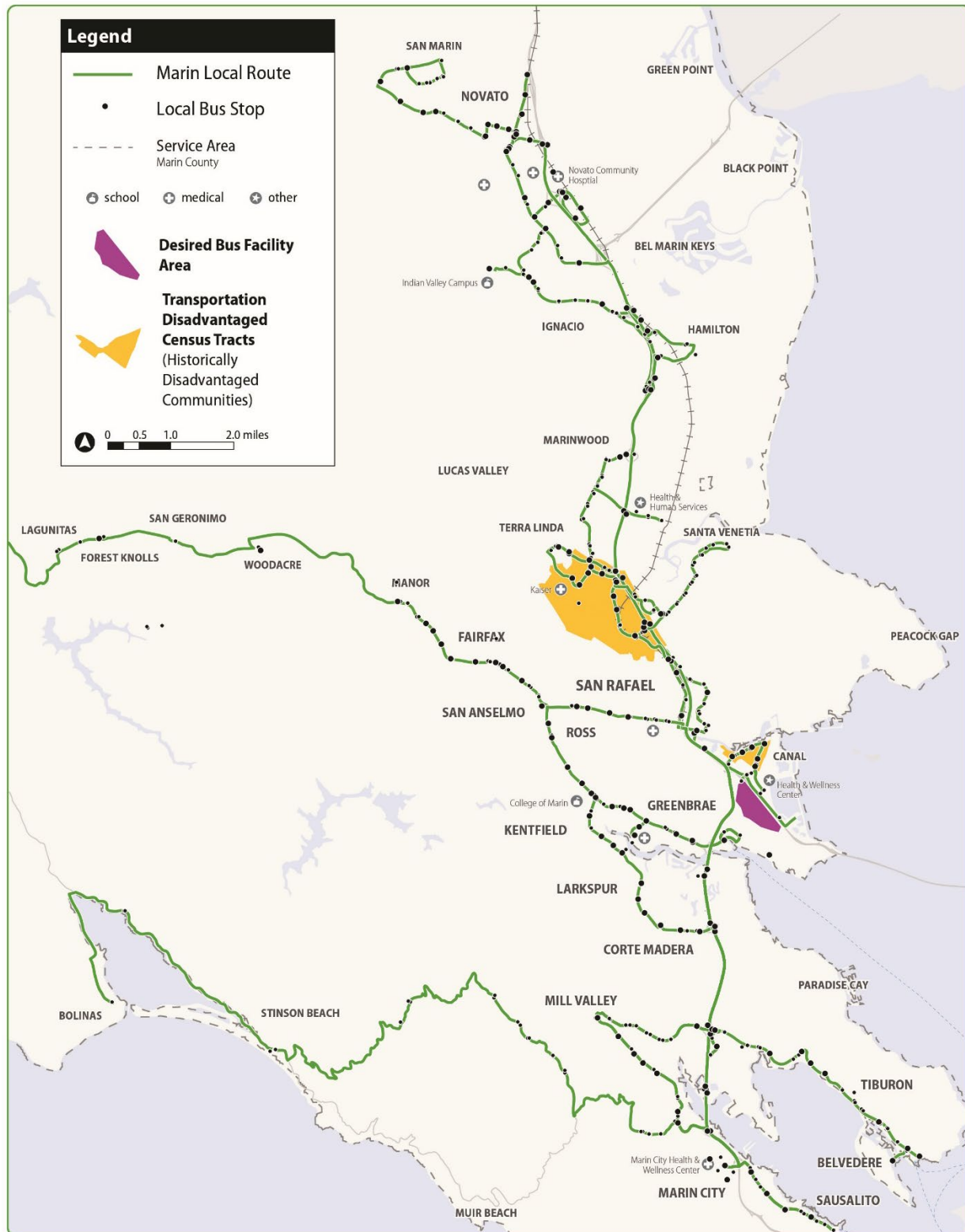
Justice40 Communities

Marin Transit serves two Transportation Disadvantaged Census Tracts. Routes that serve these communities account for 62% of systemwide fixed-route ridership and 53% of revenue hours. A map of these communities is shown on the next page in Figure 4.

Equity Priority Communities

Marin Transit serves three regionally-designated Equity Priority Communities represent 76% of ridership and 67% of revenue hours. The transition to Zero Emission Buses will reduce air pollution in these neighborhoods. A map of these communities is shown in Figure 5.



Figure 4 - Justice 40 Communities

Transportation Disadvantaged Census Tracts (Justice40 Communities)

Sources: United States Department of Transportation; Marin Transit

Section G: Workforce Training

Marin Transit contractors will receive training provided by vehicle OEMs, technology suppliers and infrastructure providers as equipment is deployed onsite.

In addition, Marin Transit is seeking FTA Section 5339 Low and No Emission Grants which include funding for workforce development. Should Marin Transit receive award of these funds, the Workforce Development plan will be expanded to include components outlined in the grant application. These components elements could include:

1. Training and Re-training the Existing Workforce
 - Provide 8 hours per year of paid training to all drivers on the operation of zero-emission buses.
 - Provide 16 hours per year of paid training to all mechanics on the maintenance and monitoring of zero emission vehicles.
 - Fund conference attendance for maintenance managers, other key contract staff, and direct staff.
 - Provide Marin Transit's capital and operations teams with training on solar power opportunities and integration with District facilities.
2. Recruiting and Training a New Workforce
 - Collect data from contractors to better understand recruitment challenges
 - Partner with College of Marin, Santa Rosa Junior College and our contractors to develop a training and apprenticeship program for bus operators and mechanics.
3. Develop and Construct On-site Childcare Facility
 - Eliminates barrier to employment for working parents.
4. Provide Childcare Subsidies to Transit Workers
 - Offset costs of proposed on-site facility
 - If developing and constructing an On-site childcare facility is determined to be infeasible, the subsidy could be provided for off-site childcare.

Section H: Potential Funding Sources

Marin Transit is currently and will continue to monitor funding and financing opportunities that Marin Transit can use to transition its fleet to Zero Emission.

Table 5 below, identifies the existing potential funding sources that Marin Transit is aware of.

Table 5 - Potential Funding Sources

Agency Level	Fund/Grant	Description	Applicability
Federal	FTA Formula Funds (5307)	Through the Metropolitan Transportation Commission's Transit Capital Priorities Program, Federal Funds are made available for Bus Replacements	Marin Transit uses these to fund up to 80% of its bus replacement purchases
Federal	Low or No Emission Program (Low-No Program)	Low-No provides competitive funding for the procurement of low or no emission vehicles, including the leasing or purchasing of vehicles and related supporting infrastructure.	Applications for this program were combined this year with the Buses and Bus Facilities Program. Marin Transit submitted two applications, one for \$3.6 million for improvements to Rush Landing, and one for \$46.7 million for a new facility on April 13, 2023
Federal	Buses and Bus Facilities Program (5339)	Grants applicable to rehabbing buses, purchase new buses, and invest and renovate related equipment and facilities for low or no emission vehicles or facilities.	Applications for this program were combined this year with the Low-No Program. Marin Transit submitted two applications, one for \$3.6 million for improvements to Rush Landing, and one for \$46.7 million for a new facility on April 13, 2023
State	Cap & Trade	Low Carbon Transit Operations Program, Affordable Housing & Sustainable Communities, and Transit & Intercity Rail Capital Program	Marin Transit receives LCTOP funds through Caltrans, and has submitted applications for the TIRCP funding availabilities.
State	Low Carbon Fuel Standard (LCFS Credits)	LCFS credits are collected through using ZEBs and are then traded to reduce operating costs.	Marin Transit currently collects and 'sells' LCFS credits through a broker in order to reduce operating costs.

State	HVIP	Voucher program aimed at reducing the purchase cost of zero-emission vehicles.	Marin Transit received HVIP vouchers on its first battery electric bus purchase in 2016. The program was oversubscribed when Marin Transit made its next purchase in 2020. Marin Transit will apply for this funding source as it is available when Marin Transit makes vehicle purchases.
State	SB 1 – State of Good Repair	SGR Funds are competitive and eligible for transit maintenance, rehabs, and capital programs.	Marin Transit should apply for this funding opportunity in the next cycle.
State	California Energy Commission	Funding for Fuels and Transportation	Marin Transit should consider applying for this funding.
Regional	Regional Measure 3	Bay Area toll revenues to fund highway and transit improvements	Marin Transit will investigate opportunities to participate in this funding source.
Regional	Carl Moyer Program (CARB, BAAQMD)	Funding to help procure low-emission vehicles and equipment.	Marin Transit should apply for this if additional local match is needed for future bus replacements.
Regional	Transportation for Clean Air (BAAQMD)	Provides funding to procure zero-emission vehicle replacements	Marin Transit applied for and received TFCA funds for its first two battery electric buses. The district will consider this funding source for future purchases as well.
Local	Marin County Measure AA Sales Tax	½-cent County sales tax dedicated to Transportation Projects. 4% of this revenue is dedicated towards transit capital projects	Marin Transit uses revenue from Measure AA as a local match for infrastructure and capital projects.
Local	Marin County Property Tax	This dedicated tax is allocated directly to Marin Transit	Marin Transit uses revenue from property tax as a local match for infrastructure and capital projects.

Section I: Start-up and Scale-up Challenges

For Marin Transit, the biggest challenge is **insufficient property** on which ZEB infrastructure can be installed. Marin Transit has been search for 10+ years and continues to search for a site for a Zero Emission Bus Facility for Maintenance and Parking.

In addition, Marin Transit has identified to the following challenges in adopting Battery Electric Buses:

- Procurement of Zero Emission Buses has to coincide with infrastructure improvements.
- Supply chains still haven't recovered from the COVID-19 pandemic making procurement of necessary items like switchgears an issue for infrastructure improvements.
- Deployment of Battery Electric Buses and additional power requirements is vulnerable to utility company priorities
- Additional operating costs related to IT and infrastructure
- Additional cost to operate vehicles (Electricity is more expensive than Diesel)
- Uncertainties about future electric rate structures
- Uncertainties about future range capacity of Battery Electric Buses and whether a BEB can be a one for one replacement with a traditional bus.
- Building in solutions for resiliency and interruptions in power
- Additional capital costs (bus prices)
- Manufacturers are slow to develop non-standard vehicle types, for example narrow-body or smaller vehicles, due to lower market demand

RESOLUTION #2023-04

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN COUNTY
TRANSIT DISTRICT TO APPROVE AND ADOPT THE MARIN COUNTY TRANSIT
DISTRICT ZERO-EMISSION BUS ROLLOUT PLAN**

WHEREAS, California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.3, Part 2023.1(d) Zero Emissions Bus Rollout Plan Requirements requires that a transit agency Zero-Emission Bus Rollout Plan must be approved by its governing Board; and

WHEREAS, Zero-Emission Bus Rollout Plan sets forth the Marin County Transit District's plan which meets the following requirements:

- A goal of full transition to zero-emission buses by 2040 with careful planning that avoids early retirement of conventional internal combustion engine buses;
- Identification of the types of zero-emission bus technologies Marin County Transit District is planning to deploy;
- A schedule for zero-emission and conventional internal combustion engine bus purchases and lease options;
- A schedule for conversion of conventional internal combustion engine buses to zero-emission technologies;
- A schedule for construction of facilities and infrastructure modifications or upgrades, including charging, fueling, and maintenance facilities, to deploy and maintain zero-emission buses;
- Explanation of how the Marin County Transit District plans to deploy zero-emission buses in Disadvantaged Communities;
- A training plan and schedule for zero-emission bus operators and maintenance and repair staff; and
- Identification of potential funding sources.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby approves the Marin County Transit District Zero-Emission Bus Rollout Plan as set forth in full.

BE IT FURTHER RESOLVED that insofar as the provisions of any Ordinance, Resolution, document, or previous action of the Board and/or the Executive Director, prior to the date of this Resolution, are inconsistent with the provisions of this Resolution or any policy adopted by this Resolution, this Resolution and the Board Policies adopted herein shall control.

APPROVED, PASSED, AND ADOPTED this 1st day of May 2023

Agency Board Designee:

BY: _____



Zero Emission Bus Rollout Plan

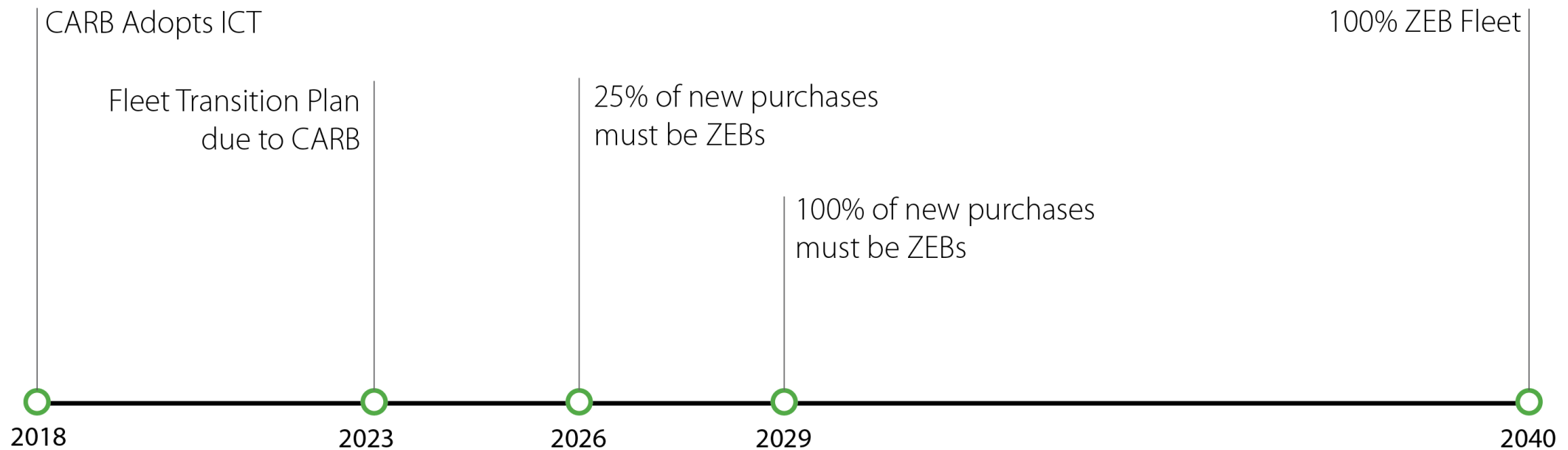
MARIN TRANSIT BOARD MEETING

Agenda






- 01** Innovative Clean Transit Regulation
- 02** Current Fleet
- 03** Rollout Plan
- 04** Infrastructure Plan
- 05** Decision Points
- 06** Cost

CARB's Innovative Clean Transit Regulation

- 100% Zero Emission Transit Bus Fleets by 2040
- Applies to vehicles over 14,000 GVWR
- Mandates purchasing percentages for agencies



Fixed Route Fleet

No. of Vehicles	Vehicle Type	Vehicle	Fuel Type	Contractor	Service	Vehicle Length	Seating Capacity
28 7 4	40ft Hybrid Vehicle 35ft Hybrid Vehicle 30ft Hybrid Vehicle		Diesel	Marin Airporter, Golden Gate Transit	Fixed Route Local	40ft 35.8ft 30ft	34 - 38 29 26
4 2	40ft Battery Electric 35ft Battery Electric		Electricity	Marin Airporter, Golden Gate Transit	Fixed Route Local	40ft 35ft	34 32
13 7	35ft XHF 29ft XHF		Diesel	MV Transportation	Muir Woods Shuttle, West Marin Stagecoach	35ft 29ft	37 29
2	Rural Cutaway		Gasoline	MV Transportation	West Marin Stagecoach	32ft	30
14	Shuttle Cutaway		Gasoline	Marin Airporter	Local Shuttle	24ft	20

Vehicle Lifecycles

- Heavy Duty Vehicles



12-year lifecycle

- Medium Duty Vehicles



7-year lifecycle

- Light Duty Vehicles



5-year lifecycle

ZEB Rollout Plan

Assumptions

- Marin Transit will be able to purchase additional land by the year 2025
- Range of in-depot charged buses will increase to 300 miles by 2027
- Narrow body bus or alternative smaller bus eligible for FTA Funding will be available in 2030
- There will not be significant infusion of capital funding for Marin Transit to construct in-route vehicle charging or hydrogen fueling stations

ZEB Rollout Plan

Methodology

- Vehicles meet their useful life and are not retired early
- Develop a base plan that meets minimum ICT
 1. Standard bus fleet
 2. Cutaways
 3. XHF's
- Identify decision points



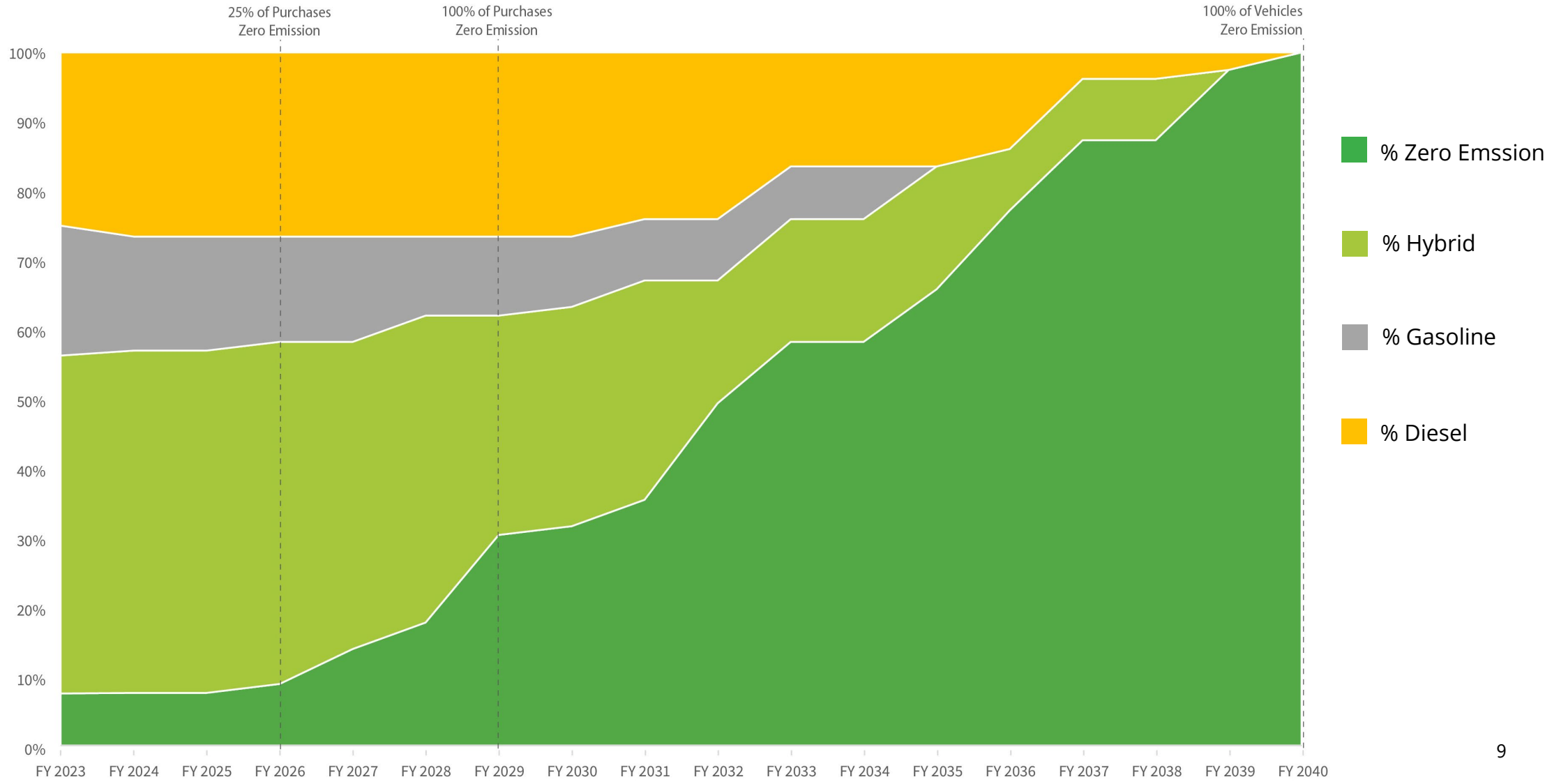
Future Bus Purchases

25% Purchase Requirement →

100% Purchase Requirement →

Timeline (Year)	Total Number of Buses	ZEB Purchases				Conventional Bus Purchases		
		#	% of Total Purchases	Bus Type(s)	Fuel Type(s)	#	Type(s) of Buses	Fuel Type(s)
2024	10	0	0%	N/A	N/A	10	Standard Low Floor (7), Standard High Floor (2), Cutaway (1)	Hybrid Diesel (7), Diesel (2), Unleaded Gasoline (1)
2025	8	0	0%	N/A	N/A	8	Standard High Floor	Diesel
2026	2	1	50%	Cutaway	BEB	1	Cutaway	Unleaded Gasoline
2027	12	4	25%	Standard Low Floor	BEB	8	Standard Low Floor (7), Standard High Floor (1)	Hybrid Diesel (7), Diesel (1)
2028	11	3	27%	Cutaway	BEB	8	Standard High Floor (2), Cutaway (6)	Diesel (2), Unleaded Gasoline (6)
2029	10	10	100%	Standard Low Floor	BEB	0	N/A	N/A
2030	0	0	100%	N/A	BEB	0	N/A	N/A
2031	5	4	100%	Cutaway (1) Standard (4)	BEB	0	N/A	N/A
2032	11	11	100%	Standard (11)	BEB	0	N/A	N/A
2033	8	8	100%	Cutaway (2), Standard (6)	BEB	0	N/A	N/A
2034	0	0	100%	N/A	BEB	0	N/A	N/A
2035	13	13	100%	Cutaway (9), Standard (4)	BEB	0	N/A	N/A
2037	8	8	100%	Standard	BEB	0	N/A	N/A
2038	1	1	100%	Cutaway	BEB	0	N/A	N/A
2039	12	12	100%	Standard	BEB	0	N/A	N/A
2040	4	4	100%	Cutaway (2), Standard (2)	BEB	0	N/A	N/A

Fixed Route Fleet Composition over Time



Infrastructure Plan

Rush Landing

- Overnight charging for 20 fixed-route vehicles

3010/3020 Kerner

- Overnight charging for demand response vehicles



Infrastructure Plan

Marin Transit still requires land for charging 60 fixed-route vehicles

- Need to acquire a facility by 2025 to charge the 10 electric buses that will be purchased in 2029.
- Active 5339 Grant Requests



Infrastructure Plan

Utility Partnerships

- Pacific Gas & Electric's Electric Vehicle Fleet Program
 - Infrastructure support
 - Ensures grid capacity
- MCE



Decision Points

2025

- Confirm vehicle types for 2027 procurement
- Determine if a suitable zero-emission cutaway vehicle is available
- Evaluate need to purchase expansion vehicles

2026

- Update infrastructure plan



Decision Points

2027

- Confirm vehicle types for 2029 procurement

2028

- Confirm vehicle types for 2031 procurement of rural vehicles

2029

- Update infrastructure plan



Transition Cost

- Estimated \$73.44 million to electrify fixed-route fleet
 - Includes vehicle and infrastructure costs
 - Does not include cost of required additional real property
- Additional Fuel costs
- Available Grant Funding



Thank you

CONTACT

Anna Penoyar

Capital Projects Manager

apenoyar@marintransit.org

Thank you

CONTACT

Anna Penoyar

Capital Projects Manager

apenoyar@marintransit.org

