



Marin County Transit District Board of Directors

Monday, September 11, 2023, 9:30 a.m.

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

Join on Zoom:
www.zoom.us/j/87972683373
Webinar ID: 879 7268 3373

Teleconference:
+1 669 900 6833
Access Code: 879 7268 3373

Providing Public Comment

- To provide written public comment prior to the meeting, email info@marintransit.org or use the comment form at www.marintransit.org/meetings. Submit your comments no later than **5:00 P.M. Sunday, September 10, 2023** to facilitate timely distribution to the Board of Directors. Include the agenda item number you are addressing, your name, and address. Your comments will be forwarded to the Board of Directors and will be included in the written public record.
- Public comment 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.
- Participating on Zoom or teleconference: Ensure that you are in a quiet environment with no background noise. To raise your hand on Zoom press ***9** and wait to be called upon by the President or the Clerk to speak. You will be notified that your device has been unmuted when it is your turn to speak. You will be warned prior to your allotted time being over. Your comments will be included in the public record.

General Meeting Information

- Late agenda material can be inspected at the office of Marin Transit, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- In case of Zoom outage, dial 515-604-9094; meeting ID: 142-334-233
- All Marin Transit public meetings are conducted in accessible locations.
- Documents are available in accessible formats or additional languages by request. If you require translation or other accommodation, call (415) 226-0855 or 711. Requests must be received no less than five working days prior to the meeting. *Otros idiomas disponibles: llame al (415) 226-0855 | Các ngôn ngữ khác có sẵn - gọi (415) 226-0855 | 提供其他語言服務, 請致電 (415) 226-0855*
- To access these instructions in Spanish, [click here](#).

9:30 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: June 2023](#)
- 5. Consent Calendar**
 - a. [Minutes for August 7, 2023 Board Meeting](#)
 - b. [Marin Transit Quarterly Performance Report for the Fourth Quarter of FY 2022/23](#)
 - c. [Richmond-San Rafael Forward E-Bike Program](#)
 - d. [Federal Legislative Report](#)
 - e. [Professional Service Agreements with Bender Rosenthal, Inc. & CBRE, Inc.](#)
 - f. [Authorize General Manager to Negotiate and Execute Two On-Call Graphics Design Services Contracts With: Fehr+Peers and Brave New Day](#)

Recommended Action: Approve.

6. [Fare Collection Study](#)

Recommended Action: Accept report.

7. [Approve ADA Bus Stop Improvements Project and Determine that the Proposed Project is Exempt from the California Environmental Quality Act \(CEQA\) Pursuant to CEQA Guidelines Section 15301\(c\) Existing Facilities](#)

Recommended Action: Approve ADA Bus Stop Improvements Project and determine that the proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(c) Existing Facilities.

Adjourn



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2nd Vice President
Supervisor District 5

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Director
Supervisor District 1

Stephanie

Moulton-Peters
Director
Supervisor District 3

Dennis Rodoni

Director
Supervisor District 4

Maribeth Bushey

Director
City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera

September 11, 2023

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

Subject: General Manager Report – Monthly Report: June 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 June 30, 2023. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall, Marin Transit systemwide ridership was strong in June 2023. Total ridership was 4% higher than the previous year (June 2022) and 13% lower than pre-COVID (June 2019).

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 June 2023 was at 90% of pre-COVID levels (June 2019), whereas ridership on Marin Access services was only 43% of pre-COVID levels. Marin Access ridership started to decline in September of this fiscal year, dropping below FY22 levels. Ridership has continued to stay below FY22 levels; June Marin Access ridership was 12% lower than last year (June 2022) and showed very little growth from the prior month (1%).

The Marin Transit fixed-route system underwent a major service change on June 11th, 2023. Although fixed-route ridership did fall from May to June, this is part of normal seasonal variation, and not due to the service change. The continuation of fixed-route ridership performing at 90% of pre-COVID levels in both May and June demonstrates that riders have largely been successful using the new routes and schedules to get where they are going.

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



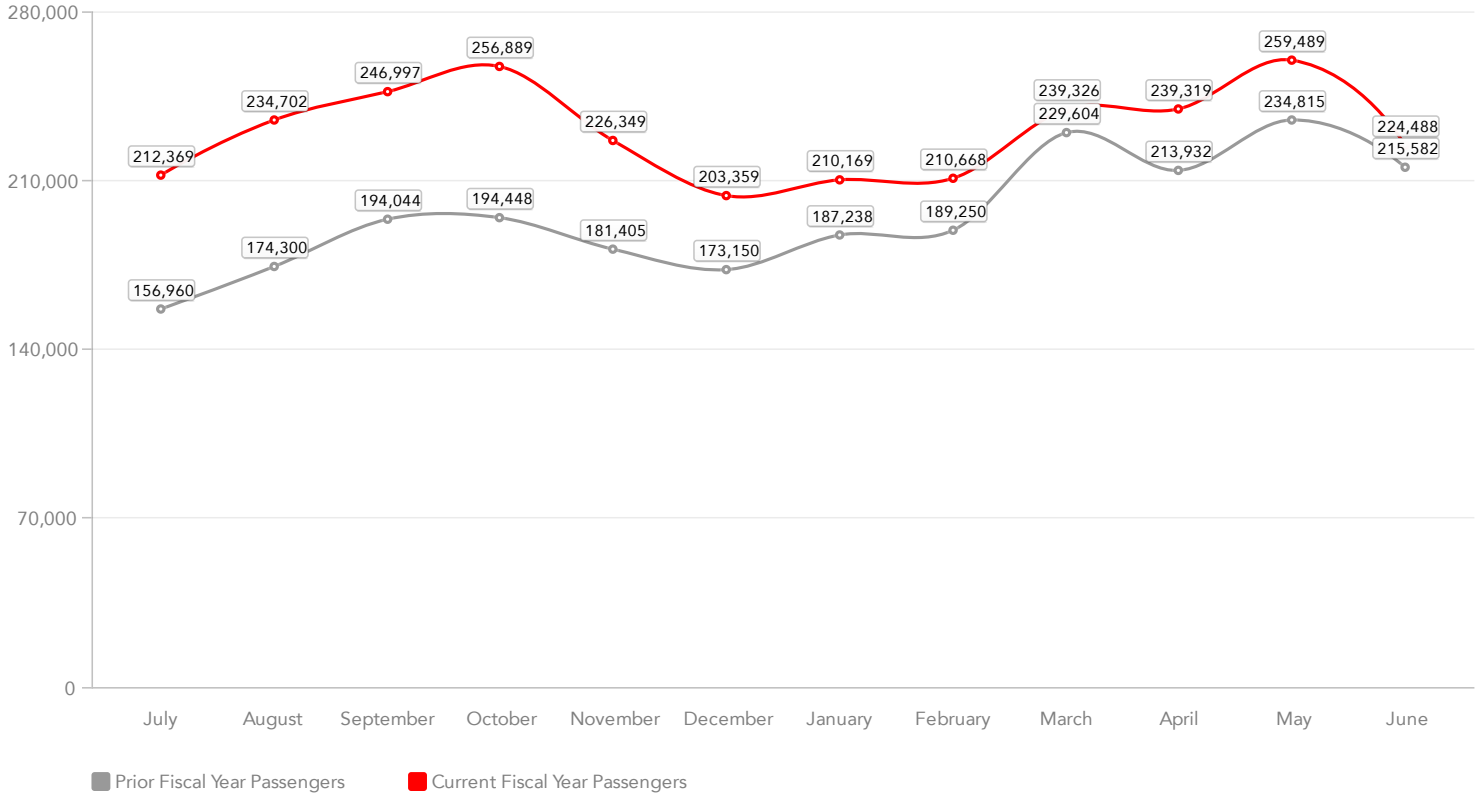
Month: June 2023		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
Commendation	2	0	2	0	3	0	6	13	
Service Delivery Complaint	22	14	16	0	3	0	0	55	
Accessibility	1	0	1	0	0	0	0	2	
Driver Conduct Complaint	7	1	2	0	1	0	0	11	
Driving Complaint	7	1	1	0	1	0	0	10	
Early Trip	0	0	1	0	0	0	0	1	
Equipment Issue	0	0	0	0	0	0	0	0	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	2	2	1	0	0	0	0	5	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	1	0	0	0	0	0	0	1	
No-Show	2	3	9	0	1	0	0	15	
Off-Route	1	1	0	0	0	0	0	2	
Pass-Up Complaint	1	6	1	0	0	0	0	8	
Service Structure Complaint	3	3	3	0	2	0	2	13	
Bus Stop Improvement Request	0	0	0	0	0	0	1	1	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	2	1	0	0	1	0	1	5	
Scheduling Complaint	1	1	1	0	1	0	0	4	
Service Improvement Suggestion	0	1	2	0	0	0	0	3	
Safety Complaint	0	0	0	0	0	0	0	0	
Total Service Hours	11,029	2,402	2,035	116.95	2,527	-	18,153	18,153	
Commendations per 1,000 Hours	0.2	0.0	1.0	-	1.2	-	0.3	0.7	
Complaints per 1,000 Hours	2.3	7.1	9.3	-	2.0	-	0.1	3.7	
Total Passengers	184,478	19,725	15,342	1307	4,554	1,306	230,348	230,348	
Commendations per 1,000 Passenger	0.0	0.0	0.1	-	0.7	0.0	0.0	0.1	
Complaints per 1,000 Passengers	0.1	0.9	1.2	-	1.1	0.0	0.0	0.3	

Attachment A

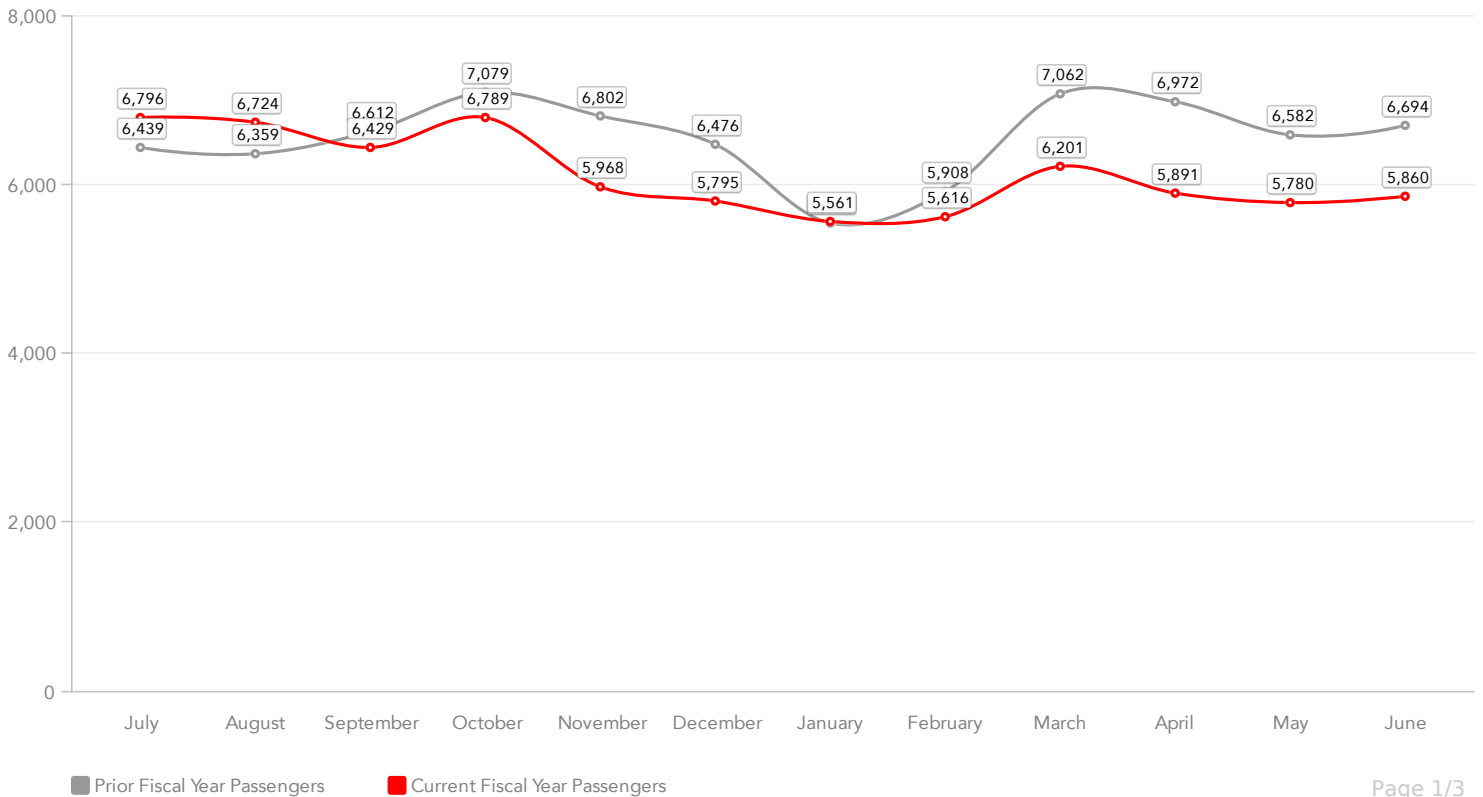
FISCAL YEAR: 2023
 MONTH: All

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

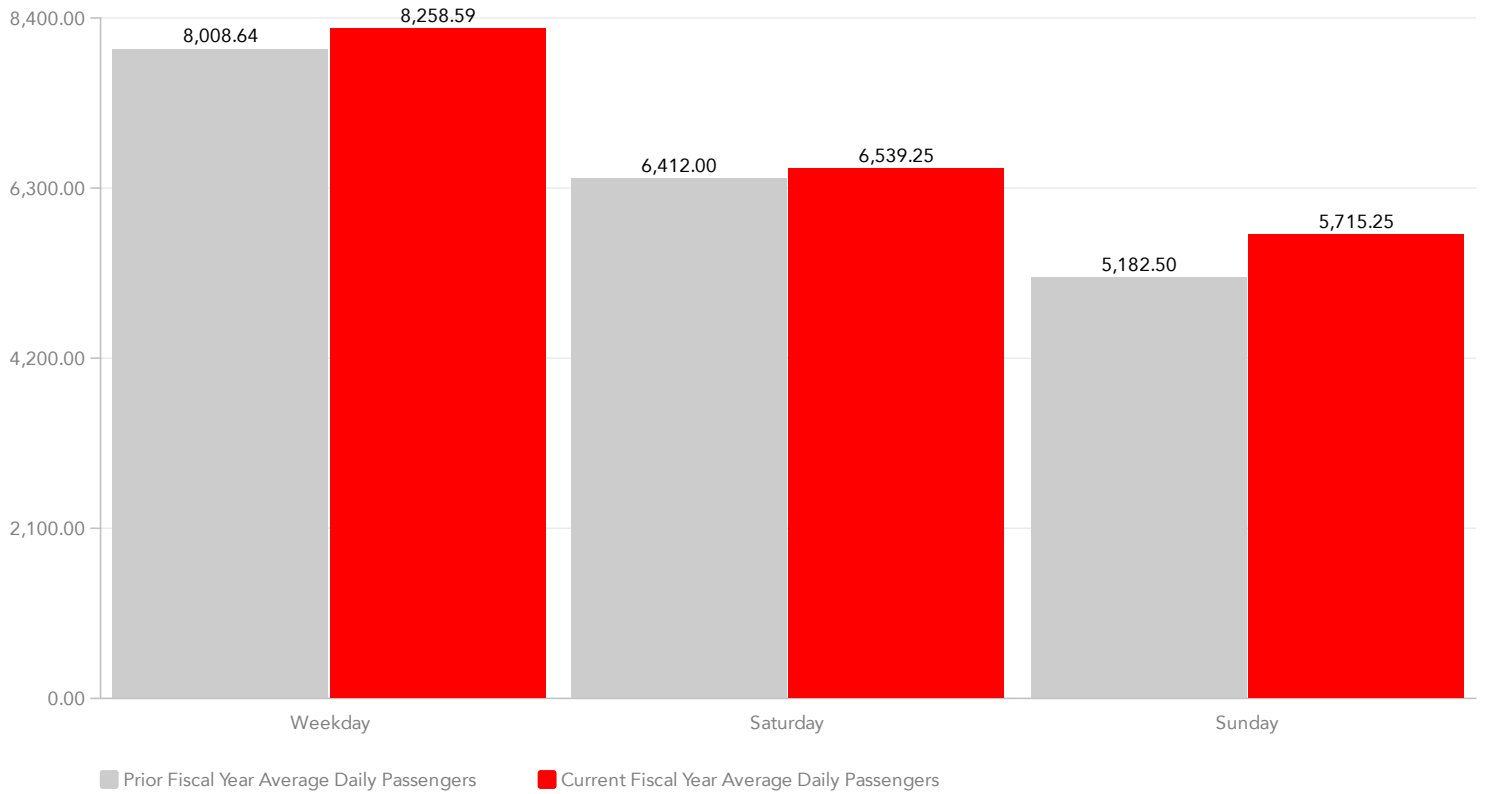


Monthly Comparison

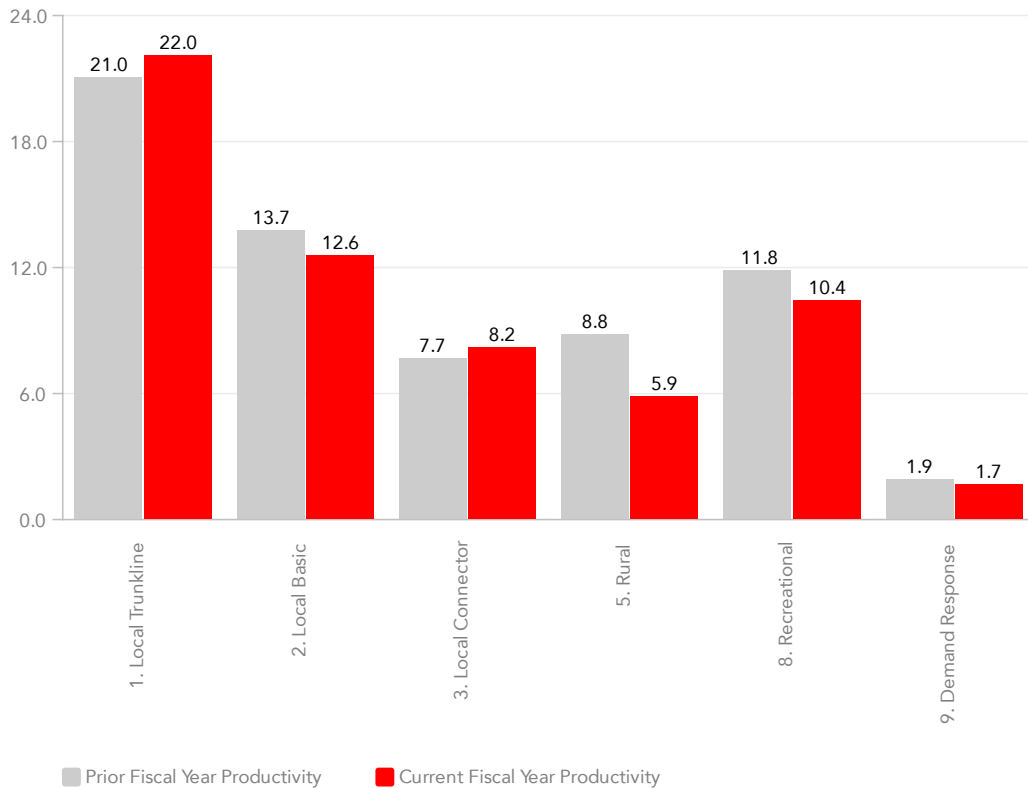
MONTH

Jun

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, August 7, 2023 at 10:00 A.M.

Roll Call

Present: Vice President Colbert, Second Vice President Lucan, Director Moulton-Peters, Director Rodoni, Director Sackett, Director Bushey

Absent: President Rice

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

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

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

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

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

Vice President Colbert asked if any member of the public wished to speak. Seeing none he called for Board of Director's Matters.

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

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

4. [General Manager's Report](#)
 - a. [General Manager's Oral Report](#)
 - b. [Monthly Monitoring Report: April 2023](#)
 - i. [Item 4b – Staff Report](#)
 - c. [Monthly Monitoring Report: May 2023](#)
 - i. [Item 4c – Staff Report](#)

General Manager Nancy Whelan reported that the District was awarded a \$31.5 million grant from the Federal Transit Administration (FTA) for a new electric bus maintenance facility and yard. Ms. Whelan expressed gratitude for those involved, including Senators Dianne Feinstein and Alex Padilla, Congressman

Jared Huffman, the Board of Directors, and the District's staff. Ms. Whelan commended the work of the District's finance team. She added that the grant will be matched with an additional \$15.1 million. She reviewed the goals of the facility project and the requirements of the grant. Ms. Whelan highlighted the media coverage of the grant award celebration on July 21, 2023.

Ms. Whelan provided an overview of the 2023 Muir Woods Shuttle pilot program and reported on the costs of the program during Fiscal Year 2021/2022. She stated that staff are in discussions with the National Park Service (NPS) about ongoing cost sharing as the program moves forward. Ms. Whelan reported on where people come from to ride the shuttle based on the results of the 2022 Muir Woods Shuttle survey. Staff plan to conduct a new survey as a part of their pilot evaluation in fall of 2023.

Ms. Whelan summarized service changes that staff have implemented, between May 2023 and August 2023.

Ms. Whelan reported that the District's May 2023 overall ridership was 86 percent of what it was in May 2019. She contrasted the ridership figure to other Bay Area transit operators' May 2019 and May 2023 ridership. She compared the total number of May 2023 riders across 18 Bay Area transit operators.

In May 2023, ridership on fixed route services was 90 percent of May 2019's ridership. Marin Access' May 2023 ridership was at 40 percent of its May 2019 ridership, and 12 percent lower than May 2022.

Director Moulton-Peters asked if the end of the summer schedule for the Muir Woods Shuttle coincided with the end of the summer season.

Ms. Whelan responded that the two schedules are likely related, although the start of the school year also influences the Muir Woods Shuttle schedule. The school year starts on the Monday following the end of the Muir Woods Shuttle's summer season.

Director Rodoni requested that Ms. Whelan send the presentation slides related to the Muir Woods Shuttle to the Board after the meeting. Director Rodoni asked if the presentation slides were included in the Board packet.

Ms. Whelan clarified that staff usually do not include the General Manager's Report's presentation slides in the Board packet. Those slides will be posted to the District's website separately, after the Board meeting. Ms. Whelan agreed to send the presentation slides to the Board.

5. [Consent Calendar](#)

- a. [Minutes for June 5, 2023 Board Meeting](#)
- b. [Policy Updates: Marin Transit's Financial Management Policies](#)
- c. [Update on FY 2022/23 Contract Awards and FY 2023/24 Contracting Opportunities](#)
- d. [Transtrack Systems, Inc. Annual Maintenance and Support Fees Amendment](#)
- e. [Approve Amendment 7 \(#1210\) with Clean Solution Services for Bus Stop Maintenance](#)
- f. [Contract with Resource Environmental, Inc. for the Demolition of 3010/3020 Kerner Boulevard](#)

Recommended Action: Approve.

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

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

Noes: None

Absent: President Rice

Abstain: None

6. [Richmond - San Rafael Forward Project Update](#)

[Staff Report](#)

General Manager Nancy Whelan reported that the presentation was requested by the Board in February 2023, in the context of discussing the distribution of Regional Measure Three funds. Ms. Whelan introduced Ingrid Supit from the Metropolitan Transportation Commission (MTC).

Vice President Colbert asked if the same presentation will be brought to the Transportation Authority of Marin (TAM).

Ms. Whelan suggested it may, although she was not sure. She added that it was brought to TAM in September of 2021. Ms. Whelan asked if Ms. Supit knew if the presentation would be brought to TAM in the future.

Ms. Supit answered that the presentation will be brought to TAM, the Contra Costa Transportation Authority (CCTA), and the Bay Area Toll Authority (BATA) in the fall of 2023.

Ms. Supit explained the goals, projects, and suite of strategies of the Richmond San Rafael (RSR) Forward project. She outlined the objectives and details of the Open Road Tolling (ORT) project and the I-580 westbound High-Occupancy Vehicle (HOV) lane. She listed the project's cost estimate and funding sources and provided an overview of the project's schedule. Operations are estimated to begin in early 2027.

Ms. Supit explained the Transportation Demand Management (TDM) programs and transit improvements related to the RSR Forward project, including the e-bike commute program and the RSR Rides program. Staff plan to identify bus stop improvements and Transit Signal Priority (TSP) opportunities. Ms. Supit clarified that staff are still working out the timing of those projects and are seeing if the projects can be bundled into CCTA's county-wide Smart Signal Project or other projects.

Director Sackett asked for more information on the timing of the HOV lane extension.

Ms. Supit said they are currently working on environmental clearance. In the spring of 2024, they hope to receive project approval and environmental clearance. They are currently in discussion with Caltrans about advancing the HOV lane component separately from the ORT project. If they were to bundle it with the ORT project, they would have to wait until at least 2027 for implementation. They are looking for opportunities to advance the HOV project, and if they are successful, they could open the project by late 2025.

Director Sackett asked for a definition of TSP.

Ms. Supit clarified TSP stands for Transit Signal Priority.

Director Sackatt asked if the TSP project would come before the HOV lane project.

Ms. Supit answered that the TSP project would be separate from the HOV lane project, although they are not sure about the timing yet. They are discussing that with the Golden Gate Bridge Highway and Transportation District (GGBHTD) and looking for ways to move the project forward.

Director Sackett asked if GGBHTD has indicated what they are prioritizing to increase ridership and public transportation access.

Ms. Supit answered that she was unsure of GGBHTD's priorities.

Director Moulton-Peters added that GGBHTD is prioritizing the HOV lane and the lane that goes into Richmond. Director Moulton-Peters asked if the primary purposes of the improvements include operational safety, travel time advantage, and demand management.

Ms. Supit confirmed those are three of the purposes.

Director Moulton-Peters asked Ms. Supit to explain how the new ORT system would improve upon the current electronic tolling system.

Ms. Supit explained that there are currently seven toll booths with seven lanes, which transition to two lanes. Drivers also slow down near the toll booths. That creates a bottleneck. The ORT system would consist of three lanes on both sides and no obstructive toll booths, which would allow for more efficient traffic flow and less merging.

Director Moulton-Peters observed that the HOV lanes may start at Marina Boulevard and Regatta Way. She asked for the name of the street that drivers would enter on. She said she had heard from GGBHTD that Richmond Parkway would be a desirable HOV lane entry point for buses.

Ms. Supit answered that the HOV lane will start on I-580 between Regatta Avenue and Marina Bay Parkway.

Director Moulton-Peters asked if that location is on the highway.

Ms. Supit confirmed it is on the highway. GGBHTD's westbound buses will depart from the El Cerrito BART station and take Cutting Boulevard to the freeway. Then, the buses will exit the freeway at Richmond Parkway to pick up passengers, then re-enter the freeway. GGBHTD's buses will be able to use and benefit from the HOV lanes.

Director Moulton-Peters said she will check in with GGBHTD. There may be another lane on Richmond Parkway that is not included in the RSR Forward project, which may be controlled by the City of Richmond, and which may be helpful to GGBHTD. Director Moulton-Peters noted both her and Director Rodoni serve on GGBHTD's Board of Directors. She asked if Ms. Supit had an estimate on how much travel time would be saved with the implementation of the project.

Ms. Supit responded that their staff recently completed a draft of the Traffic Operation Analysis, which indicated a 10-to-15-minute travel time savings for the HOV lane, and a three-to-eight-minute travel time savings for the general-purpose lanes. The HOV lane project, when coupled with the ORT project, benefits the whole traffic system.

Director Casissa asked what speed limit the ORT lanes would have.

Ms. Supit said it would technically be the freeway speed limit of 65 miles per hour, however nearby areas have posted speed limits of 55 miles per hour, which they would like to maintain.

Director Casissa asked if the HOV lane would only be enforced during certain times of the day.

Ms. Supit answered that there will be specific hours in place, especially for morning traffic. She added that there is currently a desire for regional consistency, with morning and afternoon peak periods reflected in the HOV lane guidelines.

Director Casissa asked if the HOV lane would be enforced during the weekend.

Ms. Supit responded that the HOV lane would not be enforced during the weekend.

Director Sackett asked if the project's analyses assume that the bike lane will remain. She asked when decisions will be made regarding the bike lane.

Ms. Supit asked if Director Sackett was referring to the bike lane on the Richmond bridge.

Director Sackett confirmed she was referring to the bike lane on the Richmond bridge.

Ms. Supit explained that the pilot period will end in summer 2024. Caltrans is working with University of California, Berkeley's Partners for Advanced Transportation Technology (PATH) program to collect data and complete the pilot. Currently, they are solely focused on the pilot. Caltrans owns the facility, so they will make the ultimate decision. Ms. Supit added that certain organizations wish to convert the bike lane into a third lane during peak traffic periods, but there is no official study about it. TAM did an analysis which suggests that without a significant improvement on Marin County's end of the bridge, the bottleneck would move to Marin County's end of the bridge, where there are only two lanes. When the pilot is completed, Caltrans will decide about the bike lane.

Second Vice President Lucan asked about the process of designing the public art that would be at the toll gantries.

Ms. Supit said they have not decided on the process of designing the artwork; however, BATA would like to add an aesthetic treatment to the gantries. They

have not decided how the public will be involved. The current artwork is there experimentally.

Director Bushey noted that she is a member of the San Rafael City Council. She explained that many businesses in San Rafael depend on employees who must come across the Richmond bridge to commute, so she is in favor of the RSR Forward project's objectives, as it will move employees to their places of work quickly and safely. Director Bushey said she believes the project has a very reasonable expenditure compared to its impact. She added that she works in the East Bay Area, and on her way to work every day, she sees four to five miles of backed up traffic. Facilitating traffic on the bridge will benefit many communities. Director Bushey commented that the timeline of the project is lengthy and expressed understanding for how long projects like the RSR Forward project can take. She noted that she hopes they can expedite the project and she said the Board would be happy to help. Director Bushey asked about the status of the e-bike subsidy program, and how many e-bikes are currently on the road because of the program.

Ms. Supit offered to talk to the program's Project Manager to obtain the data, and then follow up with Director Bushey.

Director Bushey asked if Ms. Supit thinks the e-bike program has generally been successful.

Ms. Supit said she was not sure.

Director Bushey requested that Ms. Supit follow up with her with more information. Director Bushey noted that in Ms. Supit's presentation, it was shown that the HOV lane will end at the bike lane. She asked if they are considering extending the HOV lane across the bridge, and asked who is responsible for that decision.

Ms. Supit responded that it would be a collaborative decision between Caltrans and other agencies.

Director Bushey asked for more information on how the discussion to make the decision may go, and she asked what agencies would be involved. She asked which agencies might be the most persuasive in the discussion.

Ms. Supit answered that she was unsure which agencies would be the most persuasive, however all transit agencies in the San Francisco Bay Area would be involved.

Director Bushey asked if MTC would be involved in the discussion.

Ms. Supit said that BATA would represent MTC in the discussion.

Director Bushey asked if it would make sense to design an extended HOV lane to prevent future impediments.

Ms. Supit said the current design of the toll plaza would not preclude any future changes in design.

Director Bushey asked if they would be able to extend the HOV lane across the entire bridge in the future.

Ms. Supit said it would be a natural conversion prior to the bridge, in Richmond, but on the bridge, and on Marin County's end, there would be a lot of structural adjustments that would need to be made.

Vice President Colbert called for public comment.

Kevin Carroll asked if there has been or will be a study of the number of two-plus or three-plus HOV lane users on the Richmond bridge.

Ms. Supit answered that they have studied the number of HOV lane users at the toll plaza. When the RSR Forward project is open to traffic, they will report on the number of two-plus and three-plus HOV lane users.

Recommended Action: Discussion item.

[Convene in Closed Session](#)

The Board went into closed session.

[Report from Closed Session](#)

Vice President Colbert stated there was nothing to report.

Adjourn Vice President Colbert adjourned the meeting at 12:14 P.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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Board of Directors

Katie Rice

President
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September 11, 2023

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

Subject: Marin Transit Quarterly Performance Report for the Fourth Quarter of FY 2022/23

Dear Board Members:

Recommendation

Accept report.

Summary

As part of the District's service monitoring process, staff have prepared a quarterly performance report. Attached is the report for the fourth quarter of FY 2022/23.

The quarterly report provides route-level statistics and performance measures with financial data and an in-depth analysis of trends. The report discusses any relevant external factors such as weather, operator shortages, and service changes.

Additional detailed analyses of system performance and trends are provided in an annual system performance report. This report is available on the District's website at <https://marintransit.org/service-performance-and-reports> in addition to the monthly reports.

Fiscal/Staffing Impact

None.

Respectfully Submitted,

Asher Butnik
Transit Planner

Attachment A: Quarterly Performance Report for FY 2022/23 Q4



Attachment B: FY 2023 Q4 (April – June) Marin Transit Outreach and Travel Training



Quarterly Performance Report for FY 2022/23 Q4

This report summarizes the operational performance of Marin Transit services for the fourth quarter of FY 2022/23 from April 1, 2023 through June 30, 2023. The Quarterly Performance Report provides detailed route-level statistics, analyzes trends, and evaluates performance measures established under Measure A and Measure AA.

Report Format

The data presented in this report is generated directly from TransTrack, Marin Transit's data management system. TransTrack enables Marin Transit to consolidate and analyze all operational data from the District's transit programs and contractors in one system. TransTrack reports all costs associated with service operations, not just contractor costs. This reporting format most accurately represents the District's actual costs of providing service.

Route performance is presented relative to typology-based targets. The Board updated the targets on April 2, 2018, as part of a larger performance monitoring plan update. These typology-based targets aim to match routes and service levels to the markets they are intended to serve. All performance and financial data are consistent with the District's reporting for the National Transit Database.

Performance Goals

Performance goals at the route level are measured in both productivity (unlinked passengers per hour and per trip) and cost-effectiveness (subsidy per unlinked passenger trip). Table 1 below summarizes route level performance goals by typology. Note that there are currently no productivity or cost-effectiveness goals identified for the Yellow Bus or Connect programs.

Marin Transit undertook a major service change on June 11, 2023 and a change to Marin Access programs on July 1, 2023. This is the last quarterly performance report that will show pre-service change performance.

Table 1: Productivity and Subsidy Goals by Service Typology

Service Typology	Routes	Unlinked Passenger Trips per Hour (at or above)	Subsidy per Passenger Trip (at or below)
Local Trunkline	35, 36, 71	20	\$5.00
Regular Local	17, 22, 23, 23X, 29, 49, 57	18	\$7.25
Local Connector	219, 228, 233, 245, 251, 257	8	\$10.00
Supplemental	613, 619, 625, 645, 651, 654	20 per trip	\$3.25
Rural	61, 68	6	\$13.25
Recreational	66 (Muir Woods Shuttle)	25	\$3.25
Demand Response	Local DAR, Novato DAR, Dillon Beach/Tomales DAR, Point Reyes DAR	2	\$38.50



Performance Summary

In the fourth quarter of FY 2022/23, Marin Transit carried a total of 740,827 passengers systemwide. This represents a ridership increase of 8% compared to the fourth quarter of the previous fiscal year and is 13% lower than pre-pandemic ridership (Q4 FY2018/19).

On fixed route transit services, Marin Transit carried 697,238 riders. This is an increase of 9% compared to the fourth quarter of FY 2021/22. The Yellow Bus program carried 26,058 passengers. This represents an increase of 15% compared to the fourth quarter of the previous fiscal year. Marin Access services carried 17,531 trips on demand response and mobility management programs. This reflects a decrease of 13% compared to the fourth quarter of the last fiscal year. The tables at the end of this report provide a breakdown of all route-level statistics.

Local Trunkline (Routes 35, 36, and 71)

In the fourth quarter of FY 2022/23, Local Trunkline services carried 322,390 passengers. This represents an increase of 14% compared to the fourth quarter of the prior fiscal year. Routes 35 and 36 had an average of 27 and 21 passengers per revenue hour respectively, meeting the productivity target of 20 passengers per revenue hour. Route 71 did not meet the productivity target, and no local trunkline route met the subsidy target of \$5.00 per passenger. Local Trunkline service accounted for 32% of fixed route service in revenue hours and 46% of fixed route ridership in the fourth quarter of FY2022/23. Note that, as part of the June 11th service change, the Route 35 route was changed and the 71 schedule was changed.

Local Basic (Routes 17, 22, 23, 23X, 29, 49, and 57)

Local Basic services carried a total of 239,911 passengers during the fourth quarter of this fiscal year. This represents an increase of 16% compared to the fourth quarter of the prior fiscal year. Routes 23 and 23X had an average of 18 and 24 passengers per revenue hour respectively, meeting the productivity target of 18 passengers per revenue hour. No other Local Basic routes met the performance target. Route 23X had an average subsidy per passenger of \$6.87, meeting the subsidy target of \$7.25 per passenger. No other Local Basic routes met the subsidy target. Local Basic routes represented 35% of fixed route revenue hours and 34% of fixed route ridership in the fourth quarter of FY2022/23. Note that, as part of the June 11th service change, Route 23X was rolled into Route 23, Route 57 was created as a combination of Local Connector Routes 251 and 257, and routing and scheduling changes were made to the 22, 29, and 49.

Local Connector (Routes 219, 228, 233, 245, 251, and 257)

During the fourth quarter of the fiscal year, Local Connector services carried 77,578 total passengers. This represents a decrease of 5% over the fourth quarter of the last fiscal year. Note that, as part of the June 11th service change, Routes 251 and 257 were combined into Route 57, which was classified as a Local Basic route. This section reflects the ridership from routes 251 and 257 before the service change, but does not include the ridership from Route 57 after the service change. Minor changes to Route 219 also occurred in the service change. All Local Connector services except for Routes 219 and 228 met the productivity target of 8 passengers per revenue hour, but none met the subsidy target of \$10.00 per passenger. Local Connector routes accounted for 20% of fixed route service in revenue hours and provided 11% of fixed route ridership in the fourth quarter of FY 2022/23.



Supplemental School (Routes 613, 619, 625, 645, 651, and 654)

Supplemental School routes carried 14,416 passengers in the fourth quarter of FY 2022/23. This represents a 2% decrease from the fourth quarter of the prior fiscal year. Route 654 had an average of 21 passengers per trip, meeting the productivity target of 20 passengers per trip. No other Supplemental School routes met the productivity target, and none met the subsidy target of \$3.25 per passenger. Supplemental School routes accounted for 2% of fixed route service in revenue hours and provided 2% of fixed route ridership in the fourth quarter of FY 2022/23. Note that, as part of the June 11th service change, the 645 and 651 were discontinued, replaced by the new Routes 35, 49 and 57. These changes took effect after the end of the 2022-2023 school year, and should not have any effect on supplemental school route ridership until Q1 FY2023/24.

Rural (West Marin Stagecoach Routes 61 and 68)

In the fourth quarter of the fiscal year, the two Stagecoach routes carried 23,510 passengers. This represents a 25% decrease from the fourth quarter of the prior fiscal year. Note that Route 61 had unusually high ridership last year (June 2022), which may skew the year-over-year comparison. Route 68 had an average of 7 passengers per revenue hour, meeting the productivity target of 6 passengers per revenue hour. Route 61 did not meet the productivity target, and neither route met its subsidy goal of \$13.25 per passenger. Stagecoach routes accounted for 9% of fixed route service in revenue hours, and ridership represented 3% of fixed route ridership in the fourth quarter of FY2022/23.

Yellow Bus

In the fourth quarter of FY 2022/23, the Ross Valley School District yellow bus service carried 26,058 passengers. This represents an increase of 15% compared to the fourth quarter of the prior year. This program has no established service targets.

Recreational (Muir Woods Shuttle)

The Board approved a Muir Woods Shuttle pilot for the summer 2023 season in May 2023. For this quarter, the service ran weekend/holiday service prior to June 19th and daily service starting on June 19th, 2023. In the fourth quarter of FY 2022/23, the Muir Woods Shuttle carried 19,433 passengers. This represents a decrease of 10% from the fourth quarter of FY 2021/22. Note that the Muir Woods Shuttle changed operation contractors on May 27th, 2023, in part to address reliability concerns which were impacting ridership; service reliability has improved since the change. The Shuttle did not meet its productivity goal of 25 passengers per revenue hour nor its subsidy goal of \$3.25 per passenger. The Muir Woods Shuttle accounted for 3% of fixed route service in revenue hours, and ridership represented 3% of fixed route ridership in the fourth quarter of FY2022/23.

Marin Access

In the fourth quarter of FY 2022/23, Marin Access offered ADA-paratransit service, Novato Dial-a-Ride, Rural Dial-a-Ride (for Dillon Beach/Tomales and Point Reyes Station), the Volunteer Driver program, Catch-a-Ride, and Marin Transit Connect. Marin Access underwent a service change on July 1, 2023 that cancelled the Novato Dial-a-Ride program and Marin Transit Connect and replaced them with an expanded Catch-a-Ride program. These changes will be reflected in future reporting.

In the fourth quarter of FY 2022/23, local paratransit carried 12,231 passengers. The service productivity average of 2.0 passengers per hour met the 2.0 standard. The number of passengers represents a 16%



decrease in ridership compared to the prior fiscal year. With a subsidy per passenger of \$93.95, the service did not meet the subsidy target of \$38.50 per passenger.

The Novato Dial-a-Ride service carried 652 passengers. The service productivity average of 2.3 passengers per hour did meet the 2.0 standard. Ridership was 8% higher than in the previous fiscal year. The service did not meet the subsidy target of \$38.50 per passenger. This is the last report that will include this service which was discontinued on July 1, 2023.

The Dillon Beach/Tomales Dial-a-Ride provides curb-to-curb pick-up and drop-off between Dillon Beach, Tomales, and Petaluma, and operates on Wednesdays only. During the fourth quarter of the fiscal year, the service carried 82 passengers, a 1% decrease compared to the prior year. The service productivity average of 1.3 passengers per hour did not meet the 2.0 passengers per hour target. The service did not meet the subsidy target of \$38.50 per passenger.

In July 2016, Marin Transit added a new general public dial-a-ride service between Point Reyes Station and Novato. The service currently runs twice per month on the first and third Monday. In the fourth quarter of the fiscal year, the service carried 52 passengers, a 73% increase compared to the prior fiscal year. At 1.7 passengers per hour, the rural dial-a-ride did not meet its 2.0 productivity target. The service did not meet its subsidy target of less than \$38.50 per passenger.

The Volunteer Driver Program completed 2,732 trips in the fourth quarter of FY 2022/23. This represents an 11% increase compared to the previous fiscal year.

The Catch-a-Ride program provided 1,161 one-way trips. This represents a decrease of 1% compared to the prior year.

Marin Transit launched the on-demand microtransit pilot program called Marin Transit Connect in May of 2018. In July 2020, Marin Transit expanded the Connect service area from limited areas of Northern and Downtown San Rafael to 2.5 sq. miles surrounding all of Marin's SMART rail stations and introduced an updated on-demand Connect pilot. This program carried a total of 621 passengers in the fourth quarter of FY 2022/23, a 54% decrease from the prior year. There are currently no board-adopted performance targets for the Connect service. At the beginning of FY 2019/20, staff provided a one-year evaluation report of the previous Connect pilot program that suggested performance targets of 4.0 passengers per hour and \$15.00 per passenger trip. Connect performance continued to improve in FY 2019/20, but declined significantly after the onset of the pandemic. During the fourth quarter of FY 2022/2023, the program carried 4.3 passengers per revenue hour, exceeding the suggested target of 4.0. However, the program did not meet the suggested \$15.00 per passenger subsidy target, primarily due to low utilization from first-last mile commuters. Commuters were the largest rider group prior to the COVID-19 pandemic and significantly reduced their travel due to the post COVID travel demand changes. Due to poor performance and high costs, the Board approved a plan to discontinue the Connect pilot program as of July 1, 2023. This is the last report that will include this service.

Community Engagement

Staff perform various activities on an ongoing basis to engage the community and share information about Marin Transit and Marin Access programs and services. In the fourth quarter, the continued focus of these efforts was on establishing and growing our relationships with community partners to improve our ability to connect with riders and the general public. There was also a significant focus on providing information about service changes on fixed route and Marin Access programs and services. Events were held in various formats, at various locations, and on varying days and times to meet the needs of the



community. The attached report outlines our community engagement initiatives for various target audiences, including community members, fixed route riders, and Marin Access riders.

In the fourth quarter of FY 2022/23, staff successfully completed twenty five events, including thirteen events that focused on engaging the community as a whole in various areas of the County and twelve events that specifically targeted Marin Access populations. In total, staff reached 750 community members, and all events had Spanish translation services available. This is a significant increase compared to the same period of 2022, during which there were no events held. Due to service changes for both fixed route and Marin Access programs and services, staff spent a considerable amount of time in the community in Q4 to both gain feedback and share information.

Ridership Trends

The District continues to experience strong ridership; all services have resumed and ridership is at roughly 87% of pre-pandemic levels. However, ridership recovery has not been spread evenly across Marin Transit programs. Fixed route ridership recovery was swift and has remained strong; the first quarter of this fiscal year saw 85% of pre-COVID ridership on fixed route, and it reached 90% in Q3, where it has stayed for Q4. Marin Access services by contrast were at only 40% of pre-COVID ridership levels in Q4. As of Q1, Marin Access ridership had plateaued at around half of pre-pandemic, but then started to decline. Marin Transit staff are actively working on outreach to Marin Access riders and community organizations to determine why ridership recovery has stalled. In response to rider feedback and performance trends, the Board has adopted a restructuring of the Marin Access programs which took effect on July 1, 2023.

This quarter, Marin Transit experienced comparable ridership growth to the national average. According to the National Transit Database, in the fourth quarter of FY 2022/23, nationwide bus ridership was 8% higher than the prior year, compared to Marin Transit's 9% increase over the prior year for fixed route ridership. However, Marin Transit is still doing much better than the national average compared to pre-COVID ridership. District ridership has recovered from the COVID-19 pandemic more quickly than most other transit providers. From the FY 2020/21 Q4 report through the FY 2022/23 Q2 report, Marin Transit consistently reported higher year-over-year ridership growth than the national average.

Marin Transit continues to have one of the strongest ridership recoveries in the Bay Area at 90% for fixed route services, and one of the strongest in the country when comparing to pre-COVID levels (the national average is 69%). Compared to other North Bay transit agencies, Marin Transit fixed route services continue to perform well. In the fourth quarter of FY 2022/23, Golden Gate Transit carried 348,346 passengers on its fixed route bus service, representing roughly half of Marin Transit's fixed route ridership (697,238), while SMART carried 191,129 passengers. Golden Gate Transit experienced an 11% increase in fixed route bus ridership in this quarter compared to the fourth quarter of FY2021/22, which represented 44% of pre-COVID ridership. SMART experienced a 67% increase in ridership compared to the fourth quarter of last year, which represented 106% of pre-COVID ridership.

Other Bay Area transit agencies that provide local transit services experienced a wide variety of ridership growth trends in the fourth quarter of FY 2022/23. Comparing to other Countywide peer agencies, Napa Valley Transportation Authority (VINE), SamTrans, and Solano County Transit (SolTrans) experienced a -4%, 22%, and 48% increase in ridership, respectively, relative to the fourth quarter of FY 2021/22, bringing their ridership relative to pre-COVID to 42%, 85%, and 68%, respectively.



Demand for Marin Access mobility management and demand response programs was 13% lower during the fourth quarter of FY 2022/23 compared to the fourth quarter of the prior year. This is the third consecutive quarter where ridership on demand response services was lower than the same quarter of the prior year. Even with vaccines, seniors and people with disabilities remain more susceptible to severe effects from COVID than the general population and continue to be more cautious with their travel and activities. In addition, day programs are not holding as much in person programming as before the pandemic. Marin Transit implemented a suite of changes to Marin Access programs that started on July 1, 2023. These changes were designed to improve reliability of the services, stabilize ridership, and increase interest in and use of the programs. It remains to be seen whether demand response ridership will continue to stagnate, or whether recovery will pick up following these changes.

Table 2 below compares several other factors and qualitatively evaluates their potential impact on ridership.

Table 2: Factors Impacting Ridership Comparison

Factor		FY 2021/22 Q4	FY 2022/23 Q4	Impact
Days Operated	Weekdays	64	64	--
	Weekends & Holidays	27	27	--
	Muir Woods Shuttle	36	37	--
Service Disruptions (cancelled/missed service)		322	1,185	▼▼▼
Rainfall (inches)		1.6	0.3	▲
Gas Prices		\$5.95	\$4.77	▼▼

Due to the national labor shortage, Marin Transit's contractor operators have had difficulty hiring new drivers, which has led to a significant amount of missed service. The service change implemented on June 11th, 2023, was designed to reduce the number of driver shifts necessary to operate service, in an attempt to reduce the amount of missed service.

Fixed-Route

Fixed-Route Passenger Statistics by Route

Typology	Route	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
1. Local Trunkline	35	158,602	▲11.5%	5,832	▲3.3%	27.2	▲2.0
	36	72,081	▲9.9%	3,404	▲1.0%	21.2	▲1.7
	71	91,707	▲22.6%	5,265	▲7.9%	17.4	▲2.1
	Rollup	322,390	▲14.1%	14,500	▲4.3%	22.2	▲1.9
2. Local Basic	17	52,736	▲13.3%	3,648	▼1.3%	14.5	▲1.9
	22	43,985	▲28.5%	3,458	▲19.3%	12.7	▲0.9
	23	52,088	▲14.5%	2,944	▲6.4%	17.7	▲1.2
	23X	12,229	▼17.3%	507	▼25.2%	24.1	▲2.3
	29	9,184	▼15.7%	652	▼0.7%	14.1	▼2.5
	49	63,858	▲13.2%	4,193	▲9.8%	15.2	▲0.5
	57	5,831		856		6.8	
	Rollup	239,911	▲15.1%	16,259	▲12.0%	14.8	▲0.4
3. Local Connector	219	8,351	▼14.1%	1,482	▼4.6%	5.6	▼0.6
	228	16,047	▲8.9%	2,318	▼3.0%	6.9	▲0.8
	233	9,915	▲15.0%	1,063	▲4.2%	9.3	▲0.9
	245	10,635	▼7.5%	1,075	▲2.5%	9.9	▼1.1
	251	19,275	▼11.0%	1,793	▼23.6%	10.7	▲1.5
	257	13,355	▼13.9%	1,470	▼25.7%	9.1	▲1.2
	Rollup	77,578	▼5.1%	9,202	▼11.0%	8.4	▲0.5
4. Supplemental	613	3,570	▲5.9%	159	▲0.3%	22.5	▲1.2
	617	0	▼100.0%	0	▼100.0%		
	619	2,869	▲22.0%	146	▼6.9%	19.7	▲4.7
	625	906	▲91.9%	64	▲55.2%	14.1	▲2.7
	645	1,938	▼18.1%	153	▲120.6%	12.6	▼21.4
	649	0		0			
	651	4,251	▼12.2%	137	▲3.2%	31.1	▼5.4
	654	882	▲127.9%	44	▲3.2%	20.2	▲11.1
	Covid	0		0			
	Rollup	14,416	▼1.9%	702	▲10.7%	20.5	▼2.6
5. Rural	61	6,712	▼49.3%	1,383	▼36.7%	4.9	▼1.2
	68	16,798	▼6.4%	2,548	▼1.9%	6.6	▼0.3
	Rollup	23,510	▼24.6%	3,931	▼17.8%	6.0	▼0.5
6. Partnership Services	122	0		0			
	Rollup	0	▼100.0%	0	▼100.0%		
7. Yellow Bus	Hdn Valley	3,397	▲119.4%	43	▲1,333.3%	79.0	▼437.0
	White Hill	22,661	▲7.4%	261	▲8,600.3%	86.8	▼6,949.5
	Rollup	26,058	▲15.0%	304	▲4,966.8%	85.7	▼3,690.5
8. Recreational	66	19,433	▼10.2%	1,406	▼3.2%	13.8	▼1.1
	Rollup	19,433	▼10.2%	1,406	▼3.2%	13.8	▼1.1
Rollup	723,296	▲8.9%	46,305	▲0.3%	15.6	▲1.2	

* Change compared to same quarter of prior year

Fixed-Route

Fixed-Route Financial Statistics by Route

Typology	Route	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
1. Local Trunkline	35	\$1,064,906	▲12.6%	\$138,824	▲0.8%	\$5.84	▲\$0.16	13.0%	▼1.5%
	36	\$623,769	▲10.8%	\$64,146	▼1.1%	\$7.76	▲\$0.17	10.3%	▼1.2%
	71	\$979,850	▲9.8%	\$90,363	▲6.5%	\$9.70	▼\$1.09	9.2%	▼0.3%
	Rollup	\$2,668,526	▲11.1%	\$293,332	▲2.0%	\$7.37	▼\$0.11	11.0%	▼1.0%
2. Local Basic	17	\$528,043	▲19.2%	\$45,082	▼9.2%	\$9.16	▲\$0.71	8.5%	▼2.7%
	22	\$495,202	▲43.6%	\$43,416	▲10.3%	\$10.27	▲\$1.35	8.8%	▼2.7%
	23	\$585,228	▲30.2%	\$47,820	▲0.7%	\$10.32	▲\$1.48	8.2%	▼2.4%
	23X	\$92,558	▼18.0%	\$8,572	▼32.9%	\$6.87	▲\$0.09	9.3%	▼2.0%
	29	\$118,659	▲8.6%	\$8,357	▼23.1%	\$12.01	▲\$2.98	7.0%	▼2.9%
	49	\$614,412	▲32.4%	\$48,162	▼1.2%	\$8.87	▲\$1.50	7.8%	▼2.7%
	57	\$127,867		\$4,743		\$21.12		3.7%	
	Rollup	\$2,561,969	▲33.2%	\$206,151	▼1.3%	\$9.82	▲\$1.59	8.0%	▼2.8%
3. Local Connector	219	\$215,428	▲18.1%	\$7,411	▼33.3%	\$24.91	▲\$7.29	3.4%	▼2.6%
	228	\$329,360	▲22.4%	\$14,095	▼14.0%	\$19.65	▲\$2.50	4.3%	▼1.8%
	233	\$151,344	▲31.0%	\$8,040	▼1.3%	\$14.45	▲\$2.00	5.3%	▼1.7%
	245	\$155,485	▲26.5%	\$7,451	▼25.2%	\$13.92	▲\$4.10	4.8%	▼3.3%
	251	\$256,612	▼5.8%	\$12,790	▼34.6%	\$12.65	▲\$0.97	5.0%	▼2.2%
	257	\$210,653	▼8.4%	\$9,262	▼37.5%	\$15.08	▲\$1.21	4.4%	▼2.1%
	Rollup	\$1,318,882	▲10.6%	\$59,048	▼26.2%	\$16.24	▲\$2.63	4.5%	▼2.2%
4. Supplemental	613	\$36,863	▼9.1%	\$724	▼46.2%	\$10.12	▼\$1.51	2.0%	▼1.4%
	617	\$0	▼100.0%	\$0	▼100.0%				
	619	\$35,387	▼14.8%	\$548	▼41.2%	\$12.14	▼\$5.13	1.5%	▼0.7%
	625	\$14,671	▲37.3%	\$197	▼31.5%	\$15.98	▼\$6.05	1.3%	▼1.4%
	645	\$34,117	▲91.2%	\$280	▼65.9%	\$17.46	▲\$10.27	0.8%	▼3.8%
	649	\$0		\$0					
	651	\$30,142	▼7.1%	\$845	▼49.0%	\$6.89	▲\$0.53	2.8%	▼2.3%
	654	\$8,798	▼5.1%	\$210	▼15.7%	\$9.74	▼\$13.58	2.4%	▼0.3%
	Covid	\$0		\$0					
	Rollup	\$159,978	▼0.7%	\$2,805	▼49.1%	\$10.90	▲\$0.31	1.8%	▼1.7%
5. Rural	61	\$205,298	▼27.6%	\$5,095	▼67.2%	\$29.83	▲\$9.57	2.5%	▼3.0%
	68	\$377,651	▲12.3%	\$12,039	▼17.1%	\$21.77	▲\$3.83	3.2%	▼1.1%
	Rollup	\$582,949	▼6.0%	\$17,133	▼43.0%	\$24.07	▲\$5.15	2.9%	▼1.9%
6. Partnership Services	122	\$0		\$0					
	Rollup	\$0	▼100.0%	\$0	▼100.0%				
7. Yellow Bus	Hdn Valley	\$67,616	▼44.7%	\$11,457	▲14.4%	\$16.53	▼\$56.00	16.9%	▲8.8%
	White Hill	\$410,428	▲235.6%	\$76,429	▼44.7%	\$14.74	▲\$15.49	18.6%	▼94.3%
	Rollup	\$478,044	▲95.5%	\$87,886	▼40.7%	\$14.97	▲\$10.72	18.4%	▼42.2%
8. Recreational	66	\$414,550	▲69.8%	\$55,723	▼8.8%	\$18.46	▲\$10.00	13.4%	▼11.6%
	Rollup	\$414,550	▲69.8%	\$55,723	▼8.8%	\$18.46	▲\$10.00	13.4%	▼11.6%
Rollup	\$8,184,897	▲19.1%	\$722,079	▼12.2%	\$10.32	▲\$1.21	8.8%	▼3.1%	

* Change compared to same quarter of prior year

Marin Access

Marin Access Passenger Statistics by Service

Typology	Route	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
9. Demand Response	Dillon DAR	82	▼1.2%	65	-	1.3	▼0.0
	Local Para	12,231	▼15.9%	6,270	▼20.6%	2.0	▲0.1
	MTC	621	▼53.6%	145	▼37.6%	4.3	▼1.5
	Novato DAR	652	▲7.8%	287	▲1.4%	2.3	▲0.1
	PtReyesDAR	52	▲73.3%	32	-	1.7	▲0.7
	Reg Para	1,001	▼7.6%	1,063	▲8.3%	0.9	▼0.2
	Rollup	14,639	▼17.2%	7,861	▼17.2%	1.9	▼0.0
Catch-A-Ride	CAR_Gen	752	▲12.4%	0			
	CAR_LowInc	409	▼19.3%	0			
	Rollup	1,161	▼1.3%	0			
Volunteer Driver	VolDrvr	2,255	▲11.8%	1,907	▼20.3%	1.2	▲0.3
	VolDvrWM	477	▲5.3%	722	▲0.2%	0.7	▲0.0
Rollup	18,532	▼13.1%	10,489	▼16.8%	1.8	▲0.1	

Marin Access Financial Statistics by Service

Typology	Route	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
9. Demand Response	Dillon DAR	\$8,974	▲190.3%	\$212	▲47.5%	\$106.85	▲\$71.34	2.4%	▼2.3%
	Local Para	\$1,178,325	▼9.9%	\$29,224	▼8.9%	\$93.95	▲\$6.25	2.5%	▲0.0%
	MTC	\$142,890	▼11.1%	\$2,846	▼56.2%	\$225.51	▲\$110.24	2.0%	▼2.1%
	Novato DAR	\$42,091	▲1.2%	\$2,348	▲4.5%	\$60.95	▼\$4.11	5.6%	▲0.2%
	PtReyesDAR	\$4,376	▲192.9%	\$149	▲184.9%	\$81.27	▲\$33.24	3.4%	▼0.1%
	Reg Para	\$152,601	▲1.7%	\$13,445	▼4.4%	\$139.02	▲\$13.51	8.8%	▼0.6%
	Rollup	\$1,529,257	▼8.1%	\$48,223	▼12.5%	\$101.17	▲\$10.16	3.2%	▼0.2%
Catch-A-Ride	CAR_Gen	\$44,775	▲19.4%	\$3,711	▲34.1%	\$54.61	▲\$2.71	8.3%	▲0.9%
	CAR_LowInc	\$20,832	▼17.7%	\$1,999	▼3.2%	\$46.04	▲\$0.21	9.6%	▲1.4%
	Rollup	\$65,606	▲4.5%	\$5,710	▲18.2%	\$51.59	▲\$2.31	8.7%	▲1.0%
Volunteer Driver	VolDrvr	\$16,608	▼38.0%	\$0		\$7.36	▼\$5.92	0.0%	-
	VolDvrWM	\$7,742	▼33.1%	\$0		\$16.23	▼\$9.33	0.0%	-
Rollup	\$1,619,213	▼8.3%	\$53,934	▼10.0%	\$84.46	▲\$4.49	3.3%	▼0.1%	

* Change compared to same quarter of prior year

Systemwide Total

Systemwide Passenger Statistics Summary

	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
Values	741,828	▲8.2%	56,794	▼3.3%	13.1	▲1.4

Systemwide Financial Statistics Summary

	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
Values	\$9,804,110	▲13.5%	\$776,013	▼12.1%	\$12.17	▲\$0.86	7.9%	▼2.3%

* Change compared to same quarter of prior year

FY 2023 Q4 (April - June) Marin Transit Community Engagement

Reporting Month: April 2023

Date(s)	Event	Description	Contacts
04/25/2023	Marin Access Navigating Transit Presentation at Fairfax Library	Navigating Transit presentation to patrons of the Fairfax Library. The presentation was staffed by MCTD staff. Information was presented in English with staff available to support for Spanish translation.	2

Reporting Month: May 2023

Date(s)	Event	Description	Contacts
05/04/2023	Marin Access Presentation at The Redwoods	Marin Access presentation focusing on the Marin Access eligibility process to residents of The Redwoods. The presentation was staffed by MCTD staff. Information was presented in English with staff available to support for Spanish translation.	18
05/16/2023	Marin Access Presentation at The Redwoods	Marin Access presentation focusing on the scheduling process for currently eligible clients to residents of The Redwoods. The presentation was staffed by MCTD staff. Information was presented in English with staff available to support for Spanish translation.	5
05/16/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming changes. Information was presented in English with staff available to support for Spanish translation.	2

FY 2023 Q4 (April - June) Marin Transit Community Engagement

05/23/2023	Marin Transit Info Session	Info session with Canal Alliance Promotoras discussing upcoming service changes in the Canal Community, free rides for youth, and a fare promotion for the 4th of July weekend. The Promotoras were assigned the responsibility of spreading awareness about these initiatives within the community and were provided with updated materials and resources to support their outreach efforts. Information was presented in English and Spanish.	13
05/24/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming changes. Information was presented in English with staff available to support for Spanish translation.	1
05/31/2023	Marin Transit Info Session	Info session with Canal Alliance reviewing upcoming service changes in June, the Youth Ride Free Summer Campaign, and free fares for the Fourth of July. Information was presented in English with staff available to support for Spanish translation.	48

Reporting Month: June 2023

Date(s)	Event	Description	Contacts
06/01/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming	1

FY 2023 Q4 (April - June) Marin Transit Community Engagement

		changes. Information was presented in English with staff available to support for Spanish translation.	
06/01/2023	Marin Transit General Outreach at San Rafael Transit Center Engagement	In person outreach for June Service Changes. Staff spoke to people on the platforms and provided information and assistance as needed. Assistance was available in English and Spanish.	62
06/02/2023	Marin Transit General Outreach at Redwood & Grant Transit Center Engagement	In person outreach for June Service Changes. Staff spoke to people on the platforms and provided information and assistance as needed. Assistance was available in English and Spanish.	38
06/05/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming changes. Information was presented in English with staff available to support for Spanish translation.	0
06/06/2023	Marin Transit General Outreach at Canal Alliance Food Pantry	In person outreach reviewing upcoming service changes in June, the Youth Ride Free Summer Campaign, and free fares for the Fourth of July. Information was presented in English and Spanish.	136
06/06/2023	Marin Transit General Outreach at San Rafael Transit Center Engagement	In person outreach for June Service Changes. Staff spoke to people on the platforms and provided information and assistance as needed. Assistance was available in English and Spanish.	109
06/07/2023	Marin Transit General Outreach at Redwood & Grant Transit Center Engagement	In person outreach for June Service Changes. Staff spoke to people on the platforms and provided information and assistance as needed. Assistance was available in English and Spanish.	46

FY 2023 Q4 (April - June) Marin Transit Community Engagement

06/08/2023	Marin Transit General Outreach at Redwood & Grant Transit Center Engagement	In person outreach for June Service Changes. Staff spoke to people on the platforms and provided information and assistance as needed. Assistance was available in English and Spanish.	36
06/08/2023	Marin Transit General Outreach at North Gate	In person outreach for June Service Changes. Staff spoke to people near transit stops and provided information and assistance as needed. Assistance was available in English and Spanish.	6
06/09/2023	Marin Transit General Outreach at Redwood & Grant Transit Center Engagement	In person outreach for June Service Changes. Staff spoke to people on the platforms and provided information and assistance as needed. Assistance was available in English and Spanish.	49
06/12/2023	Marin Transit General Outreach at San Rafael Transit Center Engagement	In person outreach for June Service Changes. Staff spoke to people on the platforms and provided information and assistance as needed. Assistance was available in English and Spanish.	72
06/13/2023	Marin Transit General Outreach at Canal Alliance Food Pantry	In person outreach reviewing upcoming service changes in June, the Youth Ride Free Summer Campaign, and free fares for the Fourth of July. Information was presented in English and Spanish.	109
06/14/2023	Marin Transit General Outreach at Redwood & Grant Transit Center Engagement	In person outreach for June Service Changes. Staff spoke to people on the platforms and provided information and assistance as needed. Assistance was available in English and Spanish.	52
06/16/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming changes. Information was presented in English with staff available to support for Spanish translation.	2
06/21/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a	2

FY 2023 Q4 (April - June) Marin Transit Community Engagement

		recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming changes. Information was presented in English with staff available to support for Spanish translation.	
06/22/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming changes. Information was presented in English with staff available to support for Spanish translation.	0
06/26/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming changes. Information was presented in English with staff available to support for Spanish translation.	1
06/29/2023	Marin Access 2.0 Virtual Info Session	Virtual Info Session to provide information about upcoming changes to the Marin Access suite of programs. This event was part of a recurring series and allowed interested parties to "drop in" anytime during the hour via Zoom to ask questions about the upcoming changes. Information was presented in English with staff available to support for Spanish translation.	2



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Alternate
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September 11, 2023

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

Subject: Richmond-San Rafael Forward E-Bike Program

Dear Board Members:

Recommendation

This is an information item.

Summary

At the August 7, 2023 Board meeting, MTC staff presented an overview and status report on the Richmond-San Rafael Forward (RSRF) project. One strategy to address congestion and improve options for traveling in the corridor is the E-Bike program where discounts on E-bikes are offered. The program was launched in February 2023. Director Bushey asked for the number of participants in the program and Ingrid Supit, MTC Principal Engineer for Capital Projects, responded that they would need to get that information from the Transportation Demand Management (TDM) program staff.

On August 9, 2023 Ingrid Supit followed up with this response from the TDM staff:

“Over 40 people have started an application for the RSRF E-Bike program. Of those, 7 have submitted an application, and of those, 4 have been approved. Many have not completed the application, likely due to not qualifying under the current requirements. Given the potential for fraud, we initially launched MTC’s first E-bike rebate program conservatively as a soft launch by limiting it to income-qualified applicants in a smaller radius of eligible zip codes. Based on feedback and interest, we have expanded it to a larger radius of eligible zip codes and are working on expanding the program to any income level at a lower discount amount so that it is accessible to more people.”

Fiscal/Staffing Impact

None.



Respectfully Submitted,

Nancy E. Whelan

Nancy Whelan
General Manager



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September 11, 2023

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

Subject: Federal Legislative Report

Dear Board Members:

Recommendation

This is a recurring information item.

Summary

In March 2023, your Board approved a contract for federal advocacy services with Carpi & Clay. Carpi & Clay provide a monthly Federal Update and a Mid-Year Federal Transportation Infrastructure Update as a part of their services. The attached monthly reports provide an overview of federal transportation activity including a FY 2024 appropriations update, funding award announcements, and grant opportunities. The attached mid-year update outlines key federal transportation infrastructure activities and announcements month by month from January through July 2023.

Fiscal/Staffing Impact

None.

Respectfully Submitted,

Nancy Whelan
General Manager

Attachment A: Federal Update July 2023

Attachment B: Federal Update August 2023

Attachment C: Mid-Year Federal Transportation Infrastructure Update, August 7, 2023

FY 2024 Appropriations Update

In July, both the House and the Senate spent significant time making progress on moving the Fiscal Year (FY) 2024 appropriations bills forward. The House Appropriations Committee has approved ten of the twelve FY24 appropriations bills, while the Senate Appropriations Committee has approved all twelve FY24 appropriations bills. Right before adjourning for the August Congressional recess, the House approved its first FY24 appropriations bill (MilCon/VA). Below is an updated chart providing the status of the FY24 appropriations bills in the House and the Senate.

As Congress heads out of Washington, D.C. for the August Congressional recess, and not scheduled to return until after the Labor Day holiday, the focus is beginning to shift towards the end of the current federal fiscal year on September 30th. To avoid a government shutdown, Congress will need to pass a Continuing Resolution (CR) to allow the federal government to remain open and funded at current levels. Given the challenges to moving the FY24 appropriations bill forward, coupled with the current political climate, the path forward on a CR looks to be more difficult than in recent years.

SUBCOMMITTEE	FY 2023 ENACTED (in billions)	FY 2024 HOUSE (in billions)	FY 2024 SENATE (in billions)	STATUS
Agriculture-FDA	\$25.48	\$17.83	\$25.99	<p>House: Approved by the Committee on June 14th by a vote of 34-27.</p> <p>Senate: Approved by the Committee on June 22nd by a vote of 28-0.</p>
Commerce-Justice-Science	\$82.44	\$58.67	\$69.63	<p>House: Approved by the subcommittee on July 14th.</p> <p>Senate: Approved by the Committee on July 13th by a vote of 28-1.</p>

Defense	\$797.73	\$826.44	\$823.26	<p>House: Approved by the Committee on June 22nd by a vote of 34-24.</p> <p>Senate: Approved by the Committee on July 27th by a vote of 27-1.</p>
Energy & Water	\$54	\$52.37	\$56.73	<p>House: Approved by the Committee on June 22nd by a vote of 34-24.</p> <p>Senate: Approved by the Committee on July 20th by a vote of 29-0.</p>
Financial Services	\$27.55	\$11.31	\$16.80	<p>House: Approved by the Committee on July 13th by a vote 34-26.</p> <p>Senate: Approved by the Committee on July 13th by a vote of 29-0.</p>
Homeland Security	\$60.7	\$62.79	\$56.92	<p>House: Approved by the Committee on June 21st by a vote of 33-25</p> <p>Senate: Approved by the Committee on July 27th by a vote of 24-4.</p>
Interior-Environment	\$38.85	\$25.41	\$37.85	<p>House: Approved by the Committee on July 19th by a vote of 33-27.</p> <p>Senate: Approved by the Committee on July 27th by a vote of 28-0.</p>
Labor-HHS-Education	\$207.36	\$147.09	\$195.23	<p>House: Approved by the subcommittee on July 14th.</p> <p>Senate: Approved by the Committee on July 27th by a vote of 26-2.</p>

Legislative Branch	\$6.9	\$6.74	\$6.76	<p>House: Approved by the Committee on June 21st by a vote of 33-24.</p> <p>Senate: Approved by the Committee on July 13th by a vote of 29-0.</p>
MilCon-VA	\$154.16	\$155.7	\$154.35	<p>House: Passed the House on July 27th by a vote of 219-211.</p> <p>Senate: Approved by the Committee on June 22nd by a vote of 28-0.</p>
State-Foreign Ops	\$59.69	\$41.36	\$58.35	<p>House: Approved by the Committee on July 12th by a vote of 32-27.</p> <p>Senate: Approved by the Committee on July 20th by a vote of 27-2.</p>
Transportation, Housing & Urban Development	\$87.33	\$65.2	\$88.09	<p>House: Approved by the Committee on July 18th by a vote of 34-27.</p> <p>Senate: Approved by the Committee on July 20th by a vote of 29-0.</p>

Transportation Funding on Significant Grant Programs

	House	Senate
RAISE	\$1.5B	\$2.3B
CRISI	\$1.25B	\$1.5B
Mega	\$1B	\$1B
FTA CIG	\$1.992B	\$4.05B

On the policy front, the House bill prohibits:

- Implementation of DOT's proposed greenhouse gas emissions rule which would require state DOTs and MPOs to establish declining CO2 targets and a method

for measuring and reporting greenhouse gas emissions associated with transportation.

- Funds from being used to require information, criteria, reporting requirements or submissions with respect to any grant program of DOT in accordance with DOT's equity action plan which was established to comply with the Administration's Executive Order #13985 on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.
- Any funding for the California high-speed rail project.

- The House bill is available [HERE](#).
- The House Committee Report is available [HERE](#).
- A Summary of the House bill is available [HERE](#).
- The Senate bill is available [HERE](#).
- The Senate Committee Report is available [HERE](#).

Members Relaunch Disaster Preparedness and Recovery Caucus

A bipartisan group of House Members relaunched the Disaster Preparedness and Recovery Caucus. The Caucus will focus on examining government systems for disaster preparation and recovery, as well as advocate for legislation and policies to provide equitable and effective disaster relief. Members of the Caucus include Reps. Joe Neguse (D-CO), Sheila Jackson-Lee (D-TX), Jared Moskowitz (D-FL), Carlos Gimenez (R-FL), Nancy Mace (R-SC), Juan Ciscomani (R-AZ), and Jenniffer González-Colón (R-PR).

House Approves Federal Aviation Administration Reauthorization

On July 20th, the House approved the *Securing Growth and Robust Leadership in American Aviation Act* ([HR 3935](#)) to reauthorize federal aviation programs that were due to expire on September 30th. The bill was approved by a vote of 351 to 69. Among many other things, the bill includes a first-ever title dealing with general aviation and for the first time in 20 years, it increases funding for the Airport Improvement Program from \$3.35 billion annually to \$4 billion annually. Additionally, the bill encourages aviation innovation, and makes changes to the organizational structure of the FAA to improve overall efficiency of the agency.

The Senate Commerce Committee postponed the mark up of its version of the legislation (The *Federal Aviation Reauthorization Act of 2023*, [S. 1939](#)) in June due to disagreements on pilot training requirements and adding flights to Reagan National Airport. The mark-up had not yet been rescheduled before the Senate left for the August recess. With limited time in September before current law expires on the 30th, it's increasingly likely that Congress will need to approve an extension of current law to give them more time to pass the reauthorization bills.

White House Releases Fact Sheet on New Extreme Heat Measures

The White House announced the following new measures to assist communities with impacts of extreme heat events:

- Department of Labor to issue a Hazard Alert for heat;
- Establish two virtual research centers at National Oceanic and Atmospheric Administration focused on heat resiliency;
- While House Interagency Working Group on Extreme Heat will develop a National Heat Strategy in partnership with the National Integrated Heat Health Information System;
- Convene mayors and tribal leaders for a meeting at the White House on extreme heat; and
- Host a Summit on Climate Resilience and Sustainability in Affordable Housing

The White House released a fact sheet outlining these actions that can be found [HERE](#).

Committee Leaders Request Update on DOT Federal System Funding Alternative Advisory Board

On July 24th, Sen. Tom Carper (D-DE), Chairman of the Senate Committee on Environment and Public Works, and Rep. Sam Graves, Chairman of the House Committee on Transportation and Infrastructure, sent a letter to Department of Transportation (DOT) Secretary Pete Buttigieg requesting an update on the creation of DOT's Federal System Funding Alternative Advisory Board. The letter also asks for an update on the Vehicle Miles Traveled National Pilot Program. The Chairmen requested a response from Secretary Buttigieg by August 24th. The letter can be found [HERE](#).

Federal Funding Opportunities/Announcements

DOE Announces \$207.6 Million in Grid Resilience State and Tribal Formula Grants.

The Department of Energy (DOE) announced \$207.6 million for nine states and three tribes in Grid Resilience State and Tribal Formula Grants. The funding aims to modernize the electric grid to improve reliability and increase resiliency to natural disasters. Funding allocations are as follows:

- California: \$67.5 million
- Kansas: \$13.3 million
- Kentucky: \$11.1 million
- Maine: \$4.4 million
- Metlakatla Indian Community, Annette Island Reserve: \$113,000
- Michigan: \$14.9 million
- Minnesota: \$11.9 million
- The Native Village of Eagle: \$150,000
- Oregon: \$19.9 million
- Rhode Island: \$3.4 million
- Standing Rock Sioux Tribe of North & South Dakota: \$359,000
- Texas: \$60.6 million

More information can be found [HERE](#).

DOE Announces \$90 Million for Resilient and Efficient Codes Implementation. DOE announced \$90 million for the Resilient and Efficient Codes Implementation program. The program provides funding to update building codes to the latest standards for energy efficiency. The list of selected projects can be found [HERE](#).

DHS Announces Allocations for FY 2023 Preparedness Grants. The Department of Homeland Security (DHS) announced [six FY23 allocations](#) for the following preparedness grants:

- Transit Security Grant Program: \$93 million
- Tribal Homeland Security Grant Program: \$15 million
- Nonprofit Security Grant Program: \$305 million
- Port Security Grant Program: \$100 million
- Intercity Passenger Rail/Amtrak: \$10 million
- Intercity Bus Security Grant Program: \$2 million

DOT Announces RCN NOFO. DOT published a notice of funding opportunity (NOFO) for the Reconnecting Communities and Neighborhoods (RCN) Program and announced the availability of \$198 million for the Reconnecting Communities Pilot Program and \$3.155 billion for the Neighborhood Access and Equity Program. These programs aim to advance and support reconnection of communities divided by transportation infrastructure – with a priority on helping disadvantaged communities improve access to daily needs (jobs, schools, healthcare, grocery stores, and recreation). Funds will be awarded on a competitive basis to support planning and capital construction activities that aim to restore community connectivity through the removal, retrofit, mitigation or replacement of highways, roadways, or other infrastructure facilities that create barriers to mobility, access or economic development. Applications are due September 28th and more information can be found [HERE](#).

DOT Publishes FY23 Discretionary Grant Checklist. DOT published a checklist with how-to directions and tips for grant application success to help local governments, metropolitan planning organizations (MPOs), transit agencies, Tribal governments, U.S. Territories, and State DOTs as they look to apply for grant funding. A highlight on the checklist is building a strong workforce development and labor plan. There are suggestions for how to strengthen an organization's provision for its plan. More information can be found [HERE](#).

EPA Releases \$14 Billion NCIF NOFO. EPA released a \$14 billion NOFO for the National Clean Investment Fund (NCIF) as part of the Greenhouse Gas Reduction Fund (GGRF). NCIF will provide grants to two or three national nonprofit financing entities to create national clean financing institutions capable of partnering with the private sector to provide financing for clean technology projects nationwide. Applications are due October 12th and more information is available [HERE](#).

EPA Releases \$6 Billion CCIA NOFO. EPA released a \$6 billion NOFO for the Clean Communities Investment Accelerator (CCIA) program as part of the GGRF. CCIA will

provide grants to between two and seven hub nonprofits that will provide funding and technical assistance networks of public, quasi-public, not-for-profit, and nonprofit community lenders for the purpose of deploying clean energy in communities nationwide. Community lenders may include community development financial institutions, credit unions, green banks, housing finance agencies, minority depository institutions, and other related lenders. Applications are due October 12th and more information can be found [HERE](#).

FAA Announces AIP Supplemental Grant Awards. The Federal Aviation Administration (FAA) announced \$92 million in Airport Improvement Program (AIP) supplemental grant awards to 21 airports for solar panels, electric buses, charging stations, and electrification studies. The list of grant awards can be found [HERE](#).

FHWA Announces TTPSF Grant Awards. The Federal Highway Administration (FHWA) announced \$20.9 million in Tribal Transportation Program Safety Fund (TTPSF) grant awards to 88 Tribal projects that aim to reduce roadway fatalities and serious injuries on Tribal lands. The list of grant awards can be found [HERE](#).

FHWA Announces NSFLTP Grant Awards. FHWA announced \$130.5 million in grants to seven projects through the Nationally Significant Federal Lands and Tribal Projects Program (NSFLTP). The grants will help provide funding for the construction, reconstruction, and rehabilitation of nationally significant projects within, adjacent to, or accessing Federal and Tribal lands. The list of grant awards can be found [HERE](#).

FHWA Announces NSFLTP NOFO. FHWA announced a NOFO for the availability of \$88.29 million for the Nationally Significant Federal Lands and Tribal Projects Program. The grants will help provide funding for the construction, reconstruction, and rehabilitation of nationally significant projects within, adjacent to, or accessing federal and Tribal lands. Applications are due September 6th and more information can be found [HERE](#).

FTA Announces AoPP Grant Awards. The Federal Transit Administration (FTA) announced \$20 million to 47 communities through the Areas of Persistent Poverty (AoPP) grant program. The grant awards will provide funding to support better transit for residents with limited or no transportation options in census-defined low-income areas. The list of grant awards can be found [HERE](#).

JOET Release EV Charging Infrastructure Toolkit. DOT and DOE's Joint Office of Energy and Transportation (JOET) has released a toolkit that provides resources for communities, metropolitan planning organizations (MPOs), transportation providers, businesses, and property owners and developers to assist in scoping, planning, and identifying ways to leverage funding for electric vehicle (EV) charging infrastructure provided in the Bipartisan Infrastructure Law (BIL). The toolkit can be found [HERE](#).

JOET Publish NEVI Formula Program Annual Report. JOET has published the National Electric Vehicle Infrastructure (NEVI) Formula Program Annual Report for Plan Year 2022-2023. The report summarizes the key activities of the Joint Office in relation

to the NEVI Formula Program and provides an individual and collective overview of the first-year deployment plans. The report is available [HERE](#).

NOAA Releases \$5 Million Ocean-Based Climate Resilience NOFO. The National Oceanic and Atmospheric Administration (NOAA) released a NOFO for the availability of \$5 million for the FY23 Ocean-Based Climate Resilience Grant program. NOAA will fund accelerator entities that will support businesses in commercialization pathways for ocean-based climate resilience solutions that match NOAA's climate preparation, adaptation, and mitigation goals. Applications are due September 11th and more information is available [HERE](#).

USDA Releases \$100 Million PACE NOFO. The Department of Agriculture's (USDA) Rural Utilities Service (RUS) released a \$100 million NOFO for the Powering Affordable Clean Energy (PACE) program. Under the program, RUS will forgive up to 60% of loans for renewable energy projects that use wind, solar, hydropower, geothermal, or biomass, as well as for renewable energy storage projects. Applications are due September 29th and more information can be found [HERE](#).

Federal Agency Personnel/Regulatory Announcements

President Biden Announces NTSB Nomination. President Biden announced that he has nominated Todd Inman to be a Member of the National Transportation Safety Board (NTSB). Inman served as Chief of Staff at DOT under Secretary Elaine Chao.

DOE Launches Livewire Data Platform. DOE has launched the Livewire Data Platform which allows users to search and share transportation and mobility-related data. The data aims to support research into:

- Urban science;
- Connected and automated vehicles (AV);
- Alternative fueling infrastructure;
- Mobility decision science;
- Multimodal transportation; and
- Vehicle efficiency.

The Livewire Data Platform can be found [HERE](#).

DOT and DOE Release EV Charging Infrastructure Toolkit. DOT and the Department of Energy's Joint office of Energy and Transportation has released a toolkit that provides resources for communities, metropolitan planning organizations (MPOs), transportation providers, businesses, and property owners and developers to assist in scoping, planning, and identifying ways to leverage funding for electric vehicle (EV) charging infrastructure provided in BIL. The toolkit can be found [HERE](#).

DOT Publishes Semiannual Summary of Regulatory Agenda. DOT published a semiannual summary of all current and projected rulemakings, reviews of existing

regulations, and completed rulemaking actions by the Department. The Regulatory Agenda provides the public with information about DOT's planned regulatory activity for the next 12 months. This information enables the public to participate in the Department's regulatory process. The public is encouraged to submit comments on any aspect of this Regulatory Agenda. More information can be found [HERE](#).

EPA Proposes Updates to Air Emissions Reporting Requirements Rule. EPA announced proposed updates to the Air Emissions Reporting Requirements Rule, which would require reporting of hazardous air pollutants, commonly referred to as “air toxics,” by 2027. The rule currently requires states to report emissions of common air pollutants like particulate matter, along with pollutants that contribute to their formation, such as ozone-forming volatile organic compounds. EPA is hosting several informational webinars in August and registration information can be found [HERE](#). More information about the proposed rule can be found [HERE](#).

FAA Publishes AAM Implementation Plan. FAA published the Advanced Air Mobility (AAM) implementation plan. The plan outlines FAA's goal of certifying the first urban air-taxi aircraft by 2025. During the initial phases of the plan, these aircraft will have human pilots rather than the robotic controllers the industry is working toward. Service will begin over U.S. cities as soon as 2028 and will largely be required to adhere to existing flight rules for helicopters and other low-altitude aircraft. The implementation plan can be found [HERE](#).

FAA Publishes Final Policy for Demonstrating Radio Altimeter Tolerant Aircraft. FAA published a final policy statement for demonstrating an aircraft is a “radio altimeter tolerant airplane” or a “radio altimeter tolerant rotorcraft” using a method approved by the FAA. This policy will help guide operators and manufacturers in demonstrating that an aircraft will not be affected by 5G wireless telecommunications services. The policy is now in effect and can be found [HERE](#).

FAA Issues Final Rule Amending Air Carrier Definition. FAA issued a final rule that amends the regulatory definitions of certain air carrier and commercial operations. This final rule adds powered-lift to these definitions to ensure the appropriate sets of rules apply to air carriers' and certain commercial operators' operations of aircraft that FAA regulations define as powered-lift. The FAA is also updating certain basic requirements that apply to air carrier oversight, such as the contents of operations specifications and the experience applicable to certain management personnel. In addition, this final rule applies the rules for commercial air tours to powered-lift. The rule is effective on September 25th and more information can be found [HERE](#).

FHWA Creates TOPS Resource Toolbox. FHWA created a Targeted Pavement Overlay Solutions (TOPS) toolbox to help state and local highway agencies maximize investment and ensure safer, longer-lasting roadways. The toolbox can be found [HERE](#).

FHWA Publishes Information on E-Bikes. FHWA published information on electric bikes (e-bikes), including a literature review, fact sheet, research, and a series of case

studies. The agency is also advancing research on e-bikes to better understand e-bike trends and impacts, and how jurisdictions around the country are managing them. More information can be found [HERE](#).

FHWA Publishes Strategic Workforce Development Toolkit. FHWA published a Strategic Workforce Development (SWD) Toolkit that provides resources and innovative strategies to engage organizations that are looking to identify, train, and place individuals in the workforce to fill construction jobs that support the development of the highway system. More information can be found [HERE](#).

FTA Proposes Consolidated Circular on Grant Programs for Urbanized Areas. FTA proposed a new, consolidated circular entitled, “Grant Programs for Urbanized Areas: Program Guidance and Application Instructions” which consolidates and replaces the circulars for the Urbanized Area Formula Grants Program, the State of Good Repair Grants Program, and the Urbanized Area formula component of the Grants for Buses and Bus Facilities Program. The update and consolidation of the circulars incorporate provisions from the Fixing America's Surface Transportation Act; the Infrastructure Investment and Jobs Act; the Uniform Administrative Requirements for Federal awards to non-Federal entities; and current FTA policies and procedures. Comments are due September 11th and more information can be found [HERE](#).

GAO Publishes Report on the Federal Government Implementation of Zero-Emission Vehicles. The Government Accountability Office (GAO) published a report titled “Federal Fleets: Zero-Emission Vehicle Implementation”. In the report, GAO found that the transition to zero-emission vehicles (ZEVs) will require a significant transformation in the federal government's approach to vehicle procurement and that federal agencies have taken the initial steps toward implementing these types of vehicles into their fleets. The report can be found [HERE](#).

NOAA Issues RFI for Equitable Delivery of Climate Service. NOAA released a Request for Information (RFI) on Equitable Delivery of Climate Services, soliciting feedback on NOAA’s delivery of climate data, information, science, and tools. Stakeholders engaged in climate preparedness, adaptation, and resilience planning are asked to provide input for NOAA to develop an Action Plan to develop equitable and inclusive design, production, and delivery of climate services. Comments are due September 21st and more information can be found [HERE](#).

##

Federal Update

September 1, 2023

A Look Ahead: Congress Returns to Washington

Congress has spent the month August back at home in their respective home states. The Senate is scheduled to return the week of September 4th and the House the week of September 11th. When Members return to Washington, their top priority will be on the Fiscal Year 2024 (FY24) appropriations bills. The federal fiscal year ends on September 30th, and to avoid a government shutdown, Congress will need to pass a short-term Continuing Resolution (CR). Given the current political climate in the House, the path forward for the CR will be more difficult than in previous years. Over the August recess House Republican Speaker Kevin McCarthy (R-CA) and Senate Majority Leader Chuck Schumer (D-NY) began socializing a two-month CR with their respective caucuses. Early response from the House Freedom Caucus has not been favorable leaving Speaker McCarthy with some tough choices to make under a tight timeframe.

In addition to FY24 appropriations, Congress will need to reach an agreement on several other authorizations that expire at the end of the month, such as the Federal Aviation Administration (FAA) authorization, the Farm Bill, the Pandemic and All-Hazards Preparedness Act, the President's Emergency Plan for AIDS Relief and the National Flood Insurance Program (NFIP). Extensions for each of these measures could be included in the same CR to keep the government funded at current levels.

FY24 House vs. Senate Community Project Funding

The chart below provides a side-by-side comparison of community project funding (CPF) requests in both the House and Senate FY24 appropriations bills. Several important items to note: 1) In both the House and Senate the Defense, Legislative Branch, and State and Foreign Operations bills were not included in the community project request process 2) House republican leadership did not allow CPF requests to be sought in the House Financial Services or the Labor, HHS, and Education (Labor-H) and 3) Funding for US Army Corps of Engineers (USACE) projects within the Energy & Water bill are reserved for authorized USACE projects and funding amounts are largely based on USACE capability and not bound by lower funding levels found for CPFs in other appropriations bills/accounts. One final, but important note: The House and Senate use different terminology for project requests and for the sake of clarity, the House terminology is represented in the chart that follows.

FY24 Bill	House CPF Amount (in millions)	# of House Community Projects (earmarks)	Senate CPF Amount (in millions)	# of Senate Community Projects (earmarks)
Agriculture	\$485	396	\$297	226
Commerce, Justice, Science	\$600	683	\$547.276	460
Energy & Water	\$944.5	90	\$783.22	176
Financial Services	\$0	0	\$188	196
Homeland Security	\$181.2	123	\$120	91
Interior-Environment	\$880	767	\$744	436
Labor-HHS-Education	\$0	0	\$1,429.6	1,074
MilCon-VA	\$294.6	24	\$1,332	125
Transportation-HUD	\$3,969	2,668	\$2,137.5	919

OMB Submits \$40.1 Billion Supplemental Funding Request

The White House Office of Management and Budget (OMB) submitted a \$40.1 billion supplemental funding request to Congress that seeks funding for Ukraine, natural disaster relief, and border security. The request details \$13.1 billion for military aid and \$8.5 billion for diplomatic programs related to the ongoing conflict in Ukraine, \$12 billion for the disaster relief fund at the Federal Emergency Management Agency (FEMA), and \$4 billion to fund border security programs at the Departments of Homeland Security (DHS), Health and Human Services (HHS), and State. The full request can be found [HERE](#).

Treasury Releases ARPA SLFRF Flexibility Interim Final Rule

The Department of the Treasury released its Interim Final Rule (IFR) for the implementation of American Rescue Plan Act (ARPA) State and Local Fiscal Relief Funds (SLFRF) for additional infrastructure needs. The FY23 omnibus appropriations package included the *State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act*, a bill introduced by Senators John Cornyn (R-TX) and Alex Padilla (D-CA), which allows state and local governments to use SLFRF for additional infrastructure projects. An overview can be found [HERE](#) and the full IFR can be found [HERE](#).

DOT Publishes SMART Grant Stage 1 NOFO

The Department of Transportation (DOT) published a notice of funding opportunity (NOFO) for the availability of \$500 million for the Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program. DOT is accepting applications for Stage 1 Planning and Prototyping

grants to fund innovative solutions aimed at solving real-world transportation problems and building data, technology capacity, and experience for state, local, and tribal governments. The funding opportunity is open to public sector entities seeking to carry out transportation projects that demonstrate at least one of the following technology areas:

- Coordinated automation;
- Connected vehicles;
- Sensors;
- Systems integration;
- Delivery/logistics;
- Innovative aviation;
- Smart grid; and/or
- Traffic signals.

Applications are due October 10th and more information can be found [HERE](#).

OMB Releases Final BABA Guidance

OMB released its final guide on implementing provisions of the *Build America, Buy America* (BABA) Act included as part of the Bipartisan Infrastructure Law (BIL). The guidance outlines the statutory requirements and domestic sourcing standards for manufactured products, construction materials, iron, and steel used in federally funded infrastructure projects. A summary of the guidance can be found [HERE](#) and the full guidance can be found [HERE](#).

Federal Funding Opportunities & Announcements

DOT Publishes BABA Waiver for De Minimis Costs and Small Grants. DOT finalized a limited waiver of BABA requirements included in the Bipartisan Infrastructure Law (BIL) for de minimis costs and small grants. The final waiver is narrower than what DOT proposed on November 4th, 2022. The waiver is applicable to awards that are obligated on or after August 16th and more information can be found [HERE](#).

EPA Publishes DERA NOFO. The Environmental Protection Agency (EPA) published a NOFO for the availability of \$115 million in grant funding under the Diesel Emissions Reduction Act (DERA) for projects that cut pollution from the nation’s existing fleet of older diesel engines. Funding can be used to upgrade or replace older diesel-powered buses, trucks, marine engines, locomotives, and nonroad equipment with newer more efficient technologies. Applications are due December 1st and more information can be found [HERE](#).

FEMA Announces \$2.442 Billion in BRIC and FMA Awards. FEMA announced \$2.442 billion in Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) awards to support hazard mitigation projects by state, local, tribal, and territorial governments. BRIC-funded projects received \$1.8 billion, and FMA-funded projects received \$642 million. The list of projects selected can be found [HERE](#).

FTA Reopens Applications for FY 2023 Public Transportation ER Grants. The Federal Transit Administration (FTA) reopened the application period for grants under the Public Transportation Emergency Relief (ER) Program for states, territories, local government authorities, Indian Tribes, and other FTA recipients affected by major declared disasters in calendar years 2017, 2020, 2021, and 2022 (88 FR 18210). The deadline for proposals was May 26th. After the initial allocation of \$102,325,551, \$109,975,497 remains to be allocated to eligible recipients. Applications are due October 31st, however, applications received within the first 30 days will be provided priority. More information can be found [HERE](#).

FTA Publishes \$13.4 Million TOD Planning NOFO. FTA published a NOFO for the availability of \$13.4 million in grant funds through the Pilot Program for Transit-Oriented Development (TOD) Planning. TOD aims to link public transportation, land use, and housing to help create communities that are connected to transit and walkable. FTA is hosting a webinar on the NOFO on September 14th at 2:00 pm ET and registration can be found [HERE](#). Applications are due October 10th and more information can be found [HERE](#).

Federal Agency Personnel & Regulatory Announcements

CEQ Releases Proposed Bipartisan Permitting Reform Implementation Rule. The Council on Environmental Quality (CEQ) announced its proposed Bipartisan Permitting Reform Implementation Rule to revise the regulations for implementing procedural provisions of the National Environmental Policy Act. CEQ is proposing to improve public involvement, provide regulatory certainty, and to consider climate change and environmental justice in decision making processes. Comments are due September 29th and more information can be found [HERE](#).

DOE Announces J.D. Power Partnership for EV Charging Infrastructure. DOE announced it is partnering with J.D. Power to help inform the development of more accessible and reliable charging networks and drive the widespread adoption of electric vehicles (EVs) throughout America. J.D. Power will share its EV Index-SM to provide DOE researchers with new data sets offering valuable insights into the rapidly growing EV market, as well as a deeper understanding of the EV charging consumer experience. More information can be found [HERE](#).

DOT Launches Project Delivery Center of Excellence. DOT launched the [Project Delivery Center of Excellence](#) to help recipients of federal infrastructure funds deliver projects more efficiently and effectively, from concept to completion. The Center will serve as a central resource for innovative practices and aims to bring project managers together to enable knowledge sharing and peer-to-peer learning. Initial plans for the Center include:

- Simplifying the contracting process by providing newer, less experienced grant recipients with an off-the-shelf, high-quality model that they can use to ensure consistency and quality in design and construction contracts.
- Centralizing Project Delivery Methods Best Practices and Convening Information Exchanges

- Providing a central repository and disseminating national best practices and case studies in successful, innovative project development, project delivery, and cost containment efforts.
- Working in partnership with the American Society of Civil Engineers and Association of Consulting Engineering Companies to develop and distribute templates and model language for transportation construction contracts.

DOT Announces ACHT Appointments. DOT announced the appointment of 15 members to the Advisory Committee on Human Trafficking (ACHT). The members of the ACHT include a cross-section of stakeholders from both industry and labor, including representatives from the aviation, bus, law enforcement, maritime, port, rail, and trucking sectors. The Committee is required to submit a triennial counter-trafficking report with recommendations for countering human trafficking, an assessment of best practices by transportation stakeholders, and human trafficking violations involving commercial motor vehicles. More information can be found [HERE](#).

DOT Appoints ACTE Members. DOT appointed 24 members to the [Advisory Committee on Transportation Equity \(ACTE\)](#). The ACTE will provide advice and recommendations to DOT about efforts to:

- Help inform the Secretary on promising practices to institutionalize equity into Agency programs, policies, regulations, and activities.
- Strengthen and establish partnerships with overburdened and underserved communities who have been historically underrepresented in the Department’s outreach and engagement.
- Offer a forum for coordination and the exchange of information on equity concerns raised in local and regional transportation decisions.
- Provide added strength, objectivity, and confidence to management’s decision-making process.

FEMA Hosts Summit on Extreme Heat. On August 28th, FEMA hosted a summit on extreme heat for community leaders and officials. The summit focused on sharing tactics and best practices for dealing with the impacts of extreme heat and related weather conditions. More information can be found [HERE](#).

GAO Publishes Report on State and Local Efforts to Reduce GHGs From Vehicles. The Government Accountability Office (GAO) published a report titled “Climate Change: State and Local Efforts to Reduce Greenhouse Gas Emissions from Vehicles” that examines the extent to which states and metropolitan planning organizations (MPOs) collect performance information on transportation-related greenhouse gas emissions, among other things. In the report, GAO found examples of state DOTs and MPOs engaging in activities aimed at reducing transportation-related greenhouse gas emissions, including estimating emissions, analyzing the effects of transportation investments, and using reduction targets. The report can be found [HERE](#).

JOET Announce EVWG Members. The Joint Office of Energy and Transportation (JOET) announced the Electric Vehicle Working Group’s (EVWG) 23 members. The EVWG will make recommendations directly to the secretaries of Energy and Transportation and includes experts with experience and knowledge across the entire EV ecosystem, including manufacturers of vehicles, components, and batteries; public utility representatives; local and regional elected officials; state energy planners; and labor officials representing transportation industry workers. The list of EVWG members can be found [HERE](#).

NCHRP Publishes Report on Realistic Timing for AVs. The National Cooperative Highway Research Program (NCHRP), sponsored by the Transportation Research Board (TRB) of the National Academies of Sciences, published a report titled “Realistic Timing Estimates for Automated Vehicle (AV) Implementation”. The report identifies several opportunities in the current approach to forecasting the future of the AV marketplace. It also aims to deliver a framework of considerations for decision-making focuses on vehicle automation and a set of assumptions and tools that agencies can use regardless of their size, geographic location, miles of roadway, number of transit vehicles, or funding sources. The report can be found [HERE](#).

NREL Updates EVI Pro Lite. DOE’s National Renewable Energy Lab (NREL) recently updated the Electric Vehicle Infrastructure Projection Lite (EVI Pro Lite). EVI Pro Lite is a tool that that projects consumer demand for charging infrastructure in a chosen geographic area. The interactive tool can help states, municipalities, and local governments estimate the amount and types of charging infrastructure that will be needed to support increasing numbers of EVs on the road and provide information about where the charging infrastructure should be placed. The tool can be found [HERE](#).

U.S. Access Board Publishes Final Rule on Accessibility Guidelines for Pedestrian Facilities in Public Right-of-Way. The U.S. Access Board issued a Final Rule on accessibility guidelines for pedestrian facilities in the public right-of-way. These guidelines inform federal, state, and local government agencies on how to make their pedestrian facilities such as sidewalks, crosswalks, shared use paths, and on-street parking, accessible and usable to people with disabilities. The rule is effective on September 7th and more information can be found [HERE](#).

##



MID-YEAR FEDERAL TRANSPORTATION INFRASTRUCTURE UPDATE AUGUST 7, 2023

This report, prepared for the Marin County Transit District, provides an overview of the major transportation infrastructure activities from January 2023 to July 31.

As it did during 2022, the Department of Transportation (DOT) continues to place a heavy emphasis on implementing new policy programs and issuing numerous Notices of Funding Opportunities (NOFOs) resulting from the 2021 passage of the Bipartisan Infrastructure Law (BIL). Below are significant actions taken by DOT over the previous seven months as well as Congressional hearings on BIL implementation, FY2023 appropriations and other transportation topics.

January

- DOT released a helpful [Discretionary Grant Preparation Checklist](#)
- DOT released the [NOFO Timeline for 2023](#) that outlines the timeframes when key NOFOs will be made available for application
- With the start of the 118th Congress and a new Republican majority in the House of Representatives, new committee chairmen were chosen with Rep. Sam Graves (R-MO) as the new Chairman of the House Transportation & Infrastructure Committee with Rep. Rick Larsen (D-WA) as the Ranking Member. Rep. Rick Crawford (R-AR) is the new Chairman of the Highways & Transit Subcommittee and Rep. Eleanor Holmes Norton (D-DC) is the Ranking Member.
- FTA released its nearly \$1.7 billion [NOFO](#) for two of its programs: Low or No Emission Program and the Bus and Bus Facilities Program. As it did last year, FTA is combining these two programs into one NOFO. Applications were due on April 13 and [130 projects were announced](#) on June 26.
- FTA released its \$20 million [NOFO](#) for its [Areas of Persistent Poverty Program](#). This Program supports planning and technical studies to improve public transportation in areas experiencing long-term economic hardship in both rural and urban communities. Applications were due by March 10 and [47 projects were awarded](#) funding on July 20.
- The Biden Administration released its [U.S. National Blueprint for Transportation Decarbonization](#). The Plan – developed by the departments of Energy, Transportation,

HUD and EPA – includes a strategy to cut all greenhouse emissions from the transportation sector by 2050.

- FTA released [initial updates](#) to its Capital Investment Grants (CIG) policy guidance to reflect eligibility changes made to the CIG program under the BIL (FTA's CIG Policy Guidance was last published in 2016). The changes relate to Core Capacity eligibility, how FTA will determine that a CIG project sponsor has demonstrated progress on meeting Transit Asset Management State of Good Repair targets, and how applicants can request entry into the initial phase of the CIG process called Project Development. These initial updates are the result of public comment first requested by FTA in March of last year.
- President Biden resubmitted Phil Washington's nomination to be the Administrator of the Federal Aviation Administration. The resubmission was required as all nominations that were not acted on in the 117th Congress expired when that Congress adjourned sine die on January 3.

February

- Leadership on key Senate Committees were finalized with Senator Tom Carper (D-DE) as Chairman and Senator Shelley Moore Capito (R-WV) as the Ranking Member on the Environment & Public Works Committee. At the Senate Commerce Committee, Senator Maria Cantwell (D-WA) remains Chair and Senator Ted Cruz (R-TX) is the new Ranking Member.
- DOT [announced](#) that 511 communities received funding from the FY2022 Safe Streets for All Grant Program.
- FHWA issued an updated [policy guidance memo](#) that will supersede the [memo it issued in December of 2021](#) that was the target of ire for many Republican Senators and Members of Congress who interpreted the memo as urging states to use their funds from the BIL to fix existing assets before constructing new ones.
- FHWA published its [final rule](#) on National Electric Vehicle Infrastructure Standards and Requirements. The rule establishes regulations setting minimum standards and requirements for projects funded under the National Electric Vehicle Infrastructure (NEVI) Formula Program.
- House Transportation Committee held its first [hearing](#) on the reauthorization of the Federal Aviation Administration (FAA). The current FAA authorization will expire on September 30.
- House Transportation Committee held a [hearing](#) on 'The State of Transportation Infrastructure and Supply Chain Challenges'.

March

- President Biden submitted his FY24 Budget to Congress. The Budget fully funds BIL authorized programs.
- DOT [announced](#) \$94 million in FY22 grants through its Strengthening Mobility and Revolutionizing Transportation (SMART) Grants program.

- FTA announced the [availability of \\$212.3 million in emergency relief funding](#) for transit agencies affected by major declared disasters in calendar years 2017 and 2020-2022. Applications were due by May 26 and [17 projects were awarded funding](#).
- DOT released the \$700 million [NOFO](#) for its Charging and Fueling Infrastructure Discretionary Grant Program. Applications were due by May 30.
- FTA sought comment on proposed guidance to implement a new provision in law that permits transit agencies to use their property to support affordable housing. The [2022 National Defense Authorization Act](#) allows FTA to authorize the transfer of FTA-funded property no longer needed for its originally authorized purpose to a local governmental authority, nonprofit or other eligible entity if it will be used for transit-oriented development and affordable housing. The Notice of Proposed Asset Disposition Guidance and Request for Comments is [here](#) and FTA has posted interim guidance in the form of FAQ's [here](#). Deadline for comments was April 14.
- FTA published guidance in the form of a [Dear Colleague Letter](#) waiving the local match for Complete Streets planning activities for the Metropolitan Planning Program and the State Planning and Research Program. The waiver of the local match is in effect through 2026.
- House Highways & Transit Subcommittee held a [hearing](#) titled 'Reviewing the Implementation of the Infrastructure Investment and Jobs Act'.
- Senate Banking Committee held a [hearing](#) titled 'Local Views on Public Transportation, Transit Infrastructure and Operations, and Federal Transit Programs'.
- Senate THUD Appropriations Subcommittee held a hearing to review the FY24 proposed budget for DOT with Secretary Buttigieg as the sole witness. Secretary Buttigieg's written testimony is [here](#).
- FAA Administrator nominee Phil Washington withdrew himself from further consideration when it became clear that there were not enough votes to move his nomination through the Senate Commerce Committee and onto the Senate floor. DOT announced that FAA Deputy Administrator Billy Nolan will become the FAA Acting Administrator.

April

- DOT released the \$848 million [NOFO](#) for the BIL-created [Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation \(PROTECT\) Discretionary Grant Program](#). Applications are due by August 18. This grant program will fund projects that address the climate crisis by improving the resilience of the surface transportation system, including highways, public transportation, ports and intercity passenger rail.
- FAA made available the \$1.5 billion [NOFO](#) for its Airport Improvement Program Discretionary Grants. Applications were due by July 14, 2023.
- Department of Labor announced that [\\$80M is available](#) for the BIL created [Building Pathways to Infrastructure Jobs Grant Program](#). This grant opportunity took shape in an

MOU between DOL and DOT to expand training opportunities for infrastructure jobs. Applications were due by July 7.

- FHWA issued a [Request for Information](#) seeking public and stakeholder input into environmental review processes that can be improved through the Inflation Reduction Act. Through this RFI, FHWA will consider ideas and recommendation on how to reduce project delays through the development of more efficient and effective environmental reviews. Comments were due by June 1.
- Federal Highway Administration issued a \$111.85 million [NOFO](#) for the BIL-created [Wildlife Crossings Pilot Program](#). Applications were due by August 1st.
- House THUD Appropriations Subcommittee held a hearing on the FY24 DOT budget request. The sole witness was DOT Secretary Pete Buttigieg whose written testimony is [here](#).
- House Transportation Committee held a Member Day hearing where Members of Congress had the opportunity to discuss their transportation and infrastructure priorities.
- FAA Acting Administrator Billy Nolan announced that he will be stepping down from his post sometime this summer.

May

- Congress passed and President Biden signed the Fiscal Responsibility Act of 2023 ([Public Law 118-5](#)) that suspends the statutory ceiling on the nation's public debt through January 1, 2025. On that date, the debt will be reset to a new level of the current debt ceiling plus whatever debt is accumulated between now and then. This will precipitate another action by Congress to again raise the debt ceiling. The Law safeguards the advanced appropriations in the BIL; rescinds most of the unspent COVID aid funding; but it keeps intact the remaining COVID mass transit aid.
- Federal Railroad Administration released its [NOFO](#) for the Rail Research and Development Center of Excellence. Applications were due by July 3.
- DOT announced that it has extended the deadline for applications to the Charging and Fueling Infrastructure Grant Program from May 30 to June 13.
- DOT held a webinar providing information about how to identify and respond to federal transportation grant opportunities. The webinar featured the USDOT Discretionary Grants Dashboard that makes it easier to search for and find grant opportunities depending on project type, organization type, and other considerations like match requirements. This webinar highlighted FHWA's Wildlife Crossings Program and the PROTECT Program
- House Transportation Committee approved 17 bills designed to address supply chain challenges. Most were approved by voice vote while a few were approved on a roll call vote. Among the bills approved by voice vote was the Rolling Stock Protection Act ([HR 3317](#)) that closes a loophole and prohibits public transportation agencies from continuing to use FTA funds to procure rolling stock from State Owned Enterprises (SOEs), including Chinese-controlled manufacturers. The original legislation – included in the 2019 Defense Authorization Act – provided exemptions to four transit agencies to

continue to meet the obligations in their contracts with SOEs while banning all other transit agencies from procuring rolling stock from an SOE. Now that the impacted contracts have expired, HR 3317 terminates the exemptions for future procurements when federal funds are being used. The legislation does not impact local funding from being used to make procurements.

- House Railroads Subcommittee held a [hearing](#) on railroad supply issues titled ‘Getting Back on Track: Exploring Rail Supply Chain Resilience and Challenges’.
- House Highways and Transit Subcommittee held a [hearing](#) titled ‘Freight Forward: Overcoming Supply Chain Challenges to Deliver for America’.

June

- Federal Transit Administration [announced](#) that it awarded \$1.7 billion to projects in 46 states under its Bus and Bus Facilities and Low and No Emission Vehicle grants programs including \$31.535 million to Marin County Transit District to build an electric bus facility and initiate a workforce training program.
- Federal Railroad Administration [announced](#) the award of \$570 million in Railroad Crossing Elimination grants to 63 projects.
- DOT released the \$5.575 billion NOFO for the billion Multimodal Project Discretionary Grant Opportunity [NOFO](#) that combines the following programs:
 - \$1.8 billion for the [Mega](#) (National Infrastructure Project Assistance Program).
 - \$3.1 billion for the [INFRA](#) (Infrastructure for Rebuilding America Program).
 - \$675 million for the [Rural Surface Transportation Grant Program](#).

The deadline for applications is August 21.

- DOT held three webinars on how to apply for funding under the Multimodal Project Discretionary Grant Opportunity.
- DOT released a \$3.4 million [NOFO](#) for the new Rural and Tribal Assistance Pilot Program. Applications will begin to be accepted by DOT’s Build America Bureau on August 14.
- House Transportation Committee unanimously approved the Securing Growth and Robust Leadership in American Aviation Act (HR 3935). Current law expires on September 30 of this year and HR 3935 reauthorizes federal aviation programs for the next five years.
- President Biden designated DOT Deputy Secretary to serve as Acting FAA Administrator and intends to appoint Katie Thomson, the FAA’s current chief of staff, as Deputy Administrator.

July

- The House THUD Appropriations Subcommittee passes its [FY24 bill](#) on a party line vote and includes steep cuts in transportation programs.
- The House Appropriations Committee passed along party lines its FY24 THUD Appropriations bill that included deep cuts to transportation programs.
- DOT released a [NOFO](#) combining the Reconnecting Communities Pilot Program and the new Neighborhood Access and Equity Program. Applications are due by September 28.

- The Senate Appropriations Committee unanimously approved its FY24 THUD Appropriations bill ([S.2437](#)) with funding levels that mirrored those agreed to in the Fiscal Responsibility Act (debt ceiling).
- The House passed the Securing Growth and Robust Leadership in American Aviation Act ([HR 3935](#)) to reauthorize federal aviation programs that were due to expire on September 30.
- DOT published [Charging Forward: A Toolkit for Planning and Funding Urban Electric Mobility Infrastructure](#) – a new urban electric mobility toolkit intended to help larger communities take advantage of federal funding for electric vehicle charging stations and other forms of electric transportation.
- DOT launched the first event in its new eight-part series titled '[Delivering the Benefits of the Bipartisan Infrastructure Law](#)' that is designed for the transportation community to engage with transportation project delivery experts so they can succeed in delivering their BIL-funded projects.
- The Eno Center for Transportation released [Driving Change: Advice for the National VMT-Fee Pilot](#) which examines the status of the national VMT pilot authorized as part of the BIL as well as the status of pilot programs in various states.



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September 11, 2023

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

Subject: Professional Service Agreements with Bender Rosenthal, Inc. & CBRE, Inc.

Dear Board Members:

Recommendation

Authorize the Board President to execute Professional Services Agreements with Bender Rosenthal, Inc. and CBRE, Inc. to provide on-call professional real estate appraisal services, each for an initial three-year term for amounts not to exceed \$50,000 with two additional one-year options.

Summary

Staff recommends that your Board approve contracts (#1217 with Bender Rosenthal, Inc. and (#1218) with CBRE, Inc. to provide real estate appraisal services each for a three-year term with two additional one-year options. The contracts include the following three (3) Service Areas:

1. Appraise property and prepare appraisal reports
2. Prepare review appraisals
3. Expert witness

Background

Marin Transit seeks to acquire property(ies) in Marin County for an operations and maintenance facility to lower contract costs and to build the necessary infrastructure to electrify the District's bus fleet. Marin Transit may use federal funds in the property acquisition and/or construction of improvements on acquired property. Accordingly, Marin Transit is seeking to prepare real property appraisal report(s) and review appraisal(s) that comply with all federal and state laws, regulations, rules, and policy directives concerning real property, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; Federal Transit Administration and Federal Highway Administration implementing regulations; the California Eminent Domain Law; and all implementing regulations. Staff determined that the need for additional legal services continues and issued a Request for Proposals (RFP) for *On-Call Professional Real Estate Appraisal Services* on June 13, 2023. Proposals were due on July 6, 2023. Marin Transit received six (6) proposals



from qualified firms. An evaluation panel was convened to review the proposals based on the following criteria:

Criteria	Pts.
Proposer’s Team: Competence and capacity of Project Team – Appraisal team demonstrates relevant experience working with similar projects, and adequate capacity (availability) to handle the projects specified in this RFP.	30
Scope of Work – Proposer has provided a comprehensive Scope of Work that describes the services, deliverables that the Proposer is thoroughly familiar with the services and deliverables requested, and understands the methodology, strategy, and tools necessary to perform the required services.	40
Proposer’s Experience with Relevant Real Estate Portfolio – Proposer demonstrated experience working on a variety of appraisal-related projects for public entities with similar real estate projects in the San Francisco Bay Area region.	20
Cost	10
Total	100

Discussion

The panel concluded that both Bender Rosenthal Incorporated and CBRE Valuation & Advisory services demonstrated the greatest understanding of the District’s appraisal service needs. Both firms detailed their relevant experience and understanding of the project scope in a manner that reflected the greatest familiarity with the services requested. Both firms demonstrated key personnel having Bay Area experience with similar transit and governmental agencies.

Appraisal services under this contract will be requested on an as-needed basis. Proposed hourly rates are shown in Tables 1 and 2.

Table 1: Proposed Rates for Bender Rosenthal Incorporated

Title	Hourly Rates			
	2023	2024	2025	2026
Sr. Designated Appraiser	\$220	\$226.60	\$233.40	\$240.40
Designated Appraiser	\$195	\$200.85	\$206.86	\$213.08
Senior Appraiser	\$175	\$180.25	\$185.66	\$191.23
Appraiser	\$150	\$154.50	\$159.14	\$163.91
Appraisal Research Analyst	\$90	\$92.70	\$95.48	\$98.35
Administrative Support	\$70	\$72.10	\$74.26	\$76.49



Table 2: Proposed Rates for CBRE Valuation & Advisory Services

Title	Hourly Rate
Principal Appraiser	\$300
Senior Appraiser	\$250
Appraiser	\$200
Senior Valuation Associate	\$150
Valuation Associate	\$100
Administrative	\$80

Fiscal/Staffing Impact

The services under these contracts will be utilized on an as-needed basis. The actual annual cost to the District will vary depending on the number of properties the District needs to review and will be within the Board-adopted capital project budget with a total not to exceed of \$100,000, or \$50,000 for each contract for the initial 3-year period. Initial expenditures will be for appraisals for the federally funded capital project for the Fixed Route Maintenance Facility (#FG). FTA funds from the recent Bus and Bus Facilities grant award will provide 75% of funding and 25% of costs will be funded by property tax funds from the District’s capital reserve.

Respectfully Submitted,

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

Nancy Whelan
General Manager

Attachment A: MCTD Bender Rosenthal Real Estate Appraisal Services Agreement #1217

Attachment B: MCTD CBRE Valuation & Advisory Services Agreement #1218

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 11 day of September, 2023, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Bender Rosenthal Inc, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: On-Call Professional Real estate Appraisal Services; and

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The District agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$ 50,000** 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. TASK ORDER PROCEDURE:

This is a task order contract. Each task order issued hereunder shall be identified by number, issued consecutively by the time of District's approval of the task. All work hereunder will be performed in accordance with the following:

- a. Each task hereunder will be initiated by a request from District for the Consultant to propose an approach to the specified task. Consultant's proposal will include the personnel to be employed, the estimated hours for each, and a firm fixed price. If personnel nominated for a task are outside the categories and hourly rates contained herein, Consultant shall identify the hourly rate and explain the reason for employing such personnel. Each such proposal may be negotiated regarding any matters other than the hourly rates established in the base contract.
- b. The approved amounts per task order will be consistent with the annual budget as approved by the District Board of Directors. Upon acceptance of Consultant's proposal, District shall issue a task order and notice to proceed to Consultant. Consultant shall promptly perform the services included in the task to District's satisfaction.
- c. Payment for each task shall be generally in accordance with the payments Section above. Consultant shall invoice separately for each task; each invoice shall be identified by the contract and task number. Consultant may invoice monthly on the basis specified in the task order for specified deliverables.

As set forth in Exhibit D of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

6. TIME OF CONTRACT:

This Contract shall commence on September 11, 2023, and shall terminate on June 30, 2026, with the option to extend for two option years. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

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

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:

Attachment A

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: Lauren Gradia

Dept./Location: Director of Finance and Capital Programs

Telephone No.: lgradia@marintransit.org, 415-226-0855

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

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

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

CONTRACTOR

By: _____

Name: _____

Title: _____

APPROVED BY

MARIN COUNTY TRANSIT DISTRICT:

By: _____

=====

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

County Counsel: _____ Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Service Area 1: Appraise property and prepare appraisal report.

- A. The Appraiser shall personally inspect each property appraised.
- B. The Appraiser shall use valuation methodologies recognized by appraisers to produce credible appraisals and shall take into account any covenants, conditions and restrictions or easements benefitting or burdening the property, and any unusual characteristics of the property. The Appraiser shall determine the fair market value of the property based on its highest and best use.
- C. The Appraiser shall comply with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the American Society of Appraisers.
- D. The appraisal shall provide Marin Transit with the value of the property for use in a negotiated purchase or acquisition by eminent domain.
- E. The Appraiser shall prepare written, certified appraisal reports. The appraisal reports shall include a final opinion of the fair market value of the property based on the property interest identified in any notice to proceed. The final opinion of value must be a single amount. The appraisal report shall contain all pertinent information supporting the Appraiser's conclusions, including data concerning the subject property, an analysis of the highest and best use, comparable sales data, a clear description of the assumptions and any limiting conditions, qualifications, or omissions, and the method of analysis used in reaching the conclusions. The appraisal report shall be delivered in substantially the following format:

Introduction.

- i. Title page with sufficient data to identify the Marin Transit project, the subject property being appraised in the report by Assessor's Parcel Number and street address, and the federal project number, if applicable.
- ii. Letter of transmittal addressed to Marin Transit's General Manager with a brief summary of data of value, conclusions, market value, and date of valuation.
- iii. Table of contents.
- iv. Certificate of Appraiser.
- v. Appraisal summary sheet.
- vi. Statement of Limiting Conditions and Assumptions.

General Data.

- i. Date of the appraisal and date on which the subject property was inspected.
- ii. Purpose of the appraisal.

Subject Property Data.

- i. Description of the subject property site, including zoning, taxes, utilities, mineral deposits, easements, access, location factors, and topographic features.
- ii. Description of any hazardous waste material on the subject property, if known.
- iii. Description of any improvements on the subject property.
- iv. Statement of effect of any existing easements or title encumbrances on market value of subject property. (Preliminary title reports to be furnished by Marin Transit.)
- v. Parcel map of the subject property, including delineation of planned acquisition area if less than a full Assessor's parcel.
- vi. Location map of the subject property.

Valuation Data and Analysis.

Attachment A

- i. Highest and best use analysis, including discussion of the effect of any dedication and drainage ordinances that may affect the highest and best use of the subject property.
- ii. Comparable sales analysis, including: (a) narrative description of important sales in the subject property area comparable to the subject property; (b) narrative analysis of important comparable sales to the subject property; and (c) table of comparative sales data.
- iii. Value estimate by the comparative sales approaches.
- iv. Value estimated by income approach (if applicable).
- v. Value estimate by cost approach (if applicable).
- vi. Value estimate by developmental (land residual) technique, if useful in a highest and best use analysis or as a cross-check against the other approaches.
- vii. Discussion of any severance damage and project benefits where a partial acquisition is planned.
- viii. Estimate of value of any salvage or excess lands after acquisition.
- ix. Correlation and explanation of a final estimate of market value, summarizing the reasons that support the conclusions.
- x. Interpretation and reconciliation of all value estimates and final statement of value(s).

Exhibits.

- i. Appraiser qualifications, including qualifications of appraisers/technicians contributing to the report.

Certificate of Appraiser.

- i. Executed by the Appraiser and specifying the following: “[Appraiser] hereby certifies to Marin Transit that: 1. I have personally inspected the subject property, and all statements and information in this report are true and correct to the best of my knowledge, subject only to the contingencies and limitations set forth herein. 2. I have no present or contemplated future interest in the property described herein. Neither the employment to make the appraisal, nor the compensation for it, is contingent upon the value of the property. I have not received any fee or payment for this appraisal except for the fee payable by Marin Transit, and I have not agreed to employ or retain the services of any firm or person in connection with this appraisal. 3. This appraisal report has been made in conformity with and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the American Society of Appraisers. 4. All conclusions and opinions concerning the real property that are set forth in the appraisal report were prepared by the undersigned. No change of any item in the appraisal report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility for any such unauthorized change. 5. All contingent and limiting conditions affecting the analyses, opinions and conclusions contained in this report are expressly contained herein. 6. After weighing the factors reported herein to the best of my knowledge and ability, it is my opinion that, on _____ (date), the estimated fair market value of the subject property is: _____ (amount).”

Service Area 2: Prepare review appraisals. When functioning as a Review Appraiser, the Appraiser shall conduct appraisal review and prepare appraisal review reports, including the following:

- A. Assess the validity and reasonableness of the final valuation conclusions in the appraisal reports. The Review Appraiser should not substitute their judgment for that of the Appraiser preparing the reports.
- B. Verify the information in the appraisal reports that affects the value of the subject property and require correction of any factual errors in the appraisal reports that may significantly affect value conclusions (e.g., erroneous property area, incorrect zoning, and other inaccurate comparable sales data). Prior to accepting appraisal reports, the Review Appraiser shall require the Appraisers to correct any errors or clarify ambiguous

Attachment A

or uncertain data, assumptions, and conclusions, even if the conclusion of value is consider accurate. The Review Appraiser must be familiar with the subject property and comparable sales used in the appraisal reports.

- C. Determine that the appraisal reports comply with all federal and state law requirements and commonly accepted appraisal standards. If a report does not comply with these standards, the Review Appraiser shall require the Appraiser to revise the report until it complies with those standards.
- D. Prepare appraisal review reports documenting the Review Appraiser’s findings in a manner that complies with all federal requirements. Among other things, the report should identify each appraisal report as “recommended” (as the basis for the establishment of the amount believed to be just compensation), “accepted” (meets all requirements, but not recommended), or “not accepted.” The Review Appraiser shall recommend a single value rather than a range of values.
- E. Execute certifications that state the parameters of the review. The certifications shall state the approved value(s), and the amounts believed to be just compensation of the acquisition. The review appraiser must certify that they do not have any direct or indirect, present or contemplated future personal interest in the subject property or in any monetary benefit from its acquisition, that the estimate has been reached independently, without collaboration or direction, is based on the appraisals prepared by others and any other factual data found to be relevant by the review appraiser, and that the estimate of just compensation excludes items generally held to be non-compensable in eminent domain actions. This certification is required in addition to certification that may be required under the review appraiser’s professional organization or state licensing laws.
- F. Report to Marin Transit any inconsistency or lack of reliability of appraisal reports and value conclusions.

Service Area 3: Expert witness. If requested by Marin Transit or its attorneys, the Appraiser shall prepare oral appraisals to be submitted as evidence in eminent domain actions in the California courts (Marin County); testify in depositions, trial, and in other court proceedings; and cooperate with counsel for Marin Transit to prepare eminent domain actions for trial.

Other appraisal issues beyond those above, but within the selected firm’s expertise, may also be directed through this contract. The District reserves the right, in its sole discretion, to change this Scope of Services at any time during the term of the Agreement.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) TASK ORDER. DISTRICT shall pay CONSULTANT in accordance to hourly billing rates in the included schedule for authorized task orders. Task orders and task budget shall be developed based on discussions between the District and the Consultant.
- (2) CONTRACT RATES. DISTRICT shall pay CONTRACTOR based on the rate table below and billed in quarter hours. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.
- (3) MILEAGE. DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (4) TRAVEL COSTS. DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract.
- (5) 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.
- (6) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is through June 30, 2026. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$50,000.
- (7) INVOICES. One invoices shall be remitted monthly to AP@maintransit.org and to Marin Transit's contract manager. Invoice should include billing by task order and labor category.

Billing Rate by Category

Title	Hourly Rates			
	2023	2024	2025	2026
Sr. Designated Appraiser	\$220	\$226.60	\$233.40	\$240.40
Designated Appraiser	\$195	\$200.85	\$206.86	\$213.08
Senior Appraiser	\$175	\$180.25	\$185.66	\$191.23
Appraiser	\$150	\$154.50	\$159.14	\$163.91
Appraisal Research Analyst	\$90	\$92.70	\$95.48	\$98.35
Administrative Support	\$70	\$72.10	\$74.26	\$76.49

For option years, rates will be escalated by 3% per year

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:

DRAFT

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

Attachment A

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 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,

Attachment A

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 1.6 %. 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

Attachment A

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) 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.

11) 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.

12) 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 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.

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 11 day of September, 2023, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and CBRE Valuation & Advisory Services Inc, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: On-Call Professional Real estate Appraisal Services; and

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The District agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$ 50,000** 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. TASK ORDER PROCEDURE:

This is a task order contract. Each task order issued hereunder shall be identified by number, issued consecutively by the time of District's approval of the task. All work hereunder will be performed in accordance with the following:

- a. Each task hereunder will be initiated by a request from District for the Consultant to propose an approach to the specified task. Consultant's proposal will include the personnel to be employed, the estimated hours for each, and a firm fixed price. If personnel nominated for a task are outside the categories and hourly rates contained herein, Consultant shall identify the hourly rate and explain the reason for employing such personnel. Each such proposal may be negotiated regarding any matters other than the hourly rates established in the base contract.
- b. The approved amounts per task order will be consistent with the annual budget as approved by the District Board of Directors. Upon acceptance of Consultant's proposal, District shall issue a task order and notice to proceed to Consultant. Consultant shall promptly perform the services included in the task to District's satisfaction.
- c. Payment for each task shall be generally in accordance with the payments Section above. Consultant shall invoice separately for each task; each invoice shall be identified by the contract and task number. Consultant may invoice monthly on the basis specified in the task order for specified deliverables.

As set forth in Exhibit D of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

6. TIME OF CONTRACT:

This Contract shall commence on September 11, 2023, and shall terminate on June 30, 2026, with the option to extend for two option years. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

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

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:

Attachment B

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: Lauren Gradia

Dept./Location: Director of Finance and Capital Programs

Telephone No.: lgradia@marintransit.org, 415-226-0855

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

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

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

CONTRACTOR

By: _____

Name: _____

Title: _____

APPROVED BY

MARIN COUNTY TRANSIT DISTRICT:

By: _____

=====

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

County Counsel: _____ Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Service Area 1: Appraise property and prepare appraisal report.

- A. The Appraiser shall personally inspect each property appraised.
- B. The Appraiser shall use valuation methodologies recognized by appraisers to produce credible appraisals and shall take into account any covenants, conditions and restrictions or easements benefitting or burdening the property, and any unusual characteristics of the property. The Appraiser shall determine the fair market value of the property based on its highest and best use.
- C. The Appraiser shall comply with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the American Society of Appraisers.
- D. The appraisal shall provide Marin Transit with the value of the property for use in a negotiated purchase or acquisition by eminent domain.
- E. The Appraiser shall prepare written, certified appraisal reports. The appraisal reports shall include a final opinion of the fair market value of the property based on the property interest identified in any notice to proceed. The final opinion of value must be a single amount. The appraisal report shall contain all pertinent information supporting the Appraiser's conclusions, including data concerning the subject property, an analysis of the highest and best use, comparable sales data, a clear description of the assumptions and any limiting conditions, qualifications, or omissions, and the method of analysis used in reaching the conclusions. The appraisal report shall be delivered in substantially the following format:

Introduction.

- i. Title page with sufficient data to identify the Marin Transit project, the subject property being appraised in the report by Assessor's Parcel Number and street address, and the federal project number, if applicable.
- ii. Letter of transmittal addressed to Marin Transit's General Manager with a brief summary of data of value, conclusions, market value, and date of valuation.
- iii. Table of contents.
- iv. Certificate of Appraiser.
- v. Appraisal summary sheet.
- vi. Statement of Limiting Conditions and Assumptions.

General Data.

- i. Date of the appraisal and date on which the subject property was inspected.
- ii. Purpose of the appraisal.

Subject Property Data.

- i. Description of the subject property site, including zoning, taxes, utilities, mineral deposits, easements, access, location factors, and topographic features.
- ii. Description of any hazardous waste material on the subject property, if known.
- iii. Description of any improvements on the subject property.
- iv. Statement of effect of any existing easements or title encumbrances on market value of subject property. (Preliminary title reports to be furnished by Marin Transit.)
- v. Parcel map of the subject property, including delineation of planned acquisition area if less than a full Assessor's parcel.
- vi. Location map of the subject property.

Valuation Data and Analysis.

Attachment B

- i. Highest and best use analysis, including discussion of the effect of any dedication and drainage ordinances that may affect the highest and best use of the subject property.
- ii. Comparable sales analysis, including: (a) narrative description of important sales in the subject property area comparable to the subject property; (b) narrative analysis of important comparable sales to the subject property; and (c) table of comparative sales data.
- iii. Value estimate by the comparative sales approaches.
- iv. Value estimated by income approach (if applicable).
- v. Value estimate by cost approach (if applicable).
- vi. Value estimate by developmental (land residual) technique, if useful in a highest and best use analysis or as a cross-check against the other approaches.
- vii. Discussion of any severance damage and project benefits where a partial acquisition is planned.
- viii. Estimate of value of any salvage or excess lands after acquisition.
- ix. Correlation and explanation of a final estimate of market value, summarizing the reasons that support the conclusions.
- x. Interpretation and reconciliation of all value estimates and final statement of value(s).

Exhibits.

- i. Appraiser qualifications, including qualifications of appraisers/technicians contributing to the report.

Certificate of Appraiser.

- i. Executed by the Appraiser and specifying the following: “[Appraiser] hereby certifies to Marin Transit that: 1. I have personally inspected the subject property, and all statements and information in this report are true and correct to the best of my knowledge, subject only to the contingencies and limitations set forth herein. 2. I have no present or contemplated future interest in the property described herein. Neither the employment to make the appraisal, nor the compensation for it, is contingent upon the value of the property. I have not received any fee or payment for this appraisal except for the fee payable by Marin Transit, and I have not agreed to employ or retain the services of any firm or person in connection with this appraisal. 3. This appraisal report has been made in conformity with and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the American Society of Appraisers. 4. All conclusions and opinions concerning the real property that are set forth in the appraisal report were prepared by the undersigned. No change of any item in the appraisal report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility for any such unauthorized change. 5. All contingent and limiting conditions affecting the analyses, opinions and conclusions contained in this report are expressly contained herein. 6. After weighing the factors reported herein to the best of my knowledge and ability, it is my opinion that, on _____ (date), the estimated fair market value of the subject property is: _____ (amount).”

Service Area 2: Prepare review appraisals. When functioning as a Review Appraiser, the Appraiser shall conduct appraisal review and prepare appraisal review reports, including the following:

- A. Assess the validity and reasonableness of the final valuation conclusions in the appraisal reports. The Review Appraiser should not substitute their judgment for that of the Appraiser preparing the reports.
- B. Verify the information in the appraisal reports that affects the value of the subject property and require correction of any factual errors in the appraisal reports that may significantly affect value conclusions (e.g., erroneous property area, incorrect zoning, and other inaccurate comparable sales data). Prior to accepting appraisal reports, the Review Appraiser shall require the Appraisers to correct any errors or clarify ambiguous

Attachment B

or uncertain data, assumptions, and conclusions, even if the conclusion of value is consider accurate. The Review Appraiser must be familiar with the subject property and comparable sales used in the appraisal reports.

- C. Determine that the appraisal reports comply with all federal and state law requirements and commonly accepted appraisal standards. If a report does not comply with these standards, the Review Appraiser shall require the Appraiser to revise the report until it complies with those standards.
- D. Prepare appraisal review reports documenting the Review Appraiser's findings in a manner that complies with all federal requirements. Among other things, the report should identify each appraisal report as "recommended" (as the basis for the establishment of the amount believed to be just compensation), "accepted" (meets all requirements, but not recommended), or "not accepted." The Review Appraiser shall recommend a single value rather than a range of values.
- E. Execute certifications that state the parameters of the review. The certifications shall state the approved value(s), and the amounts believed to be just compensation of the acquisition. The review appraiser must certify that they do not have any direct or indirect, present or contemplated future personal interest in the subject property or in any monetary benefit from its acquisition, that the estimate has been reached independently, without collaboration or direction, is based on the appraisals prepared by others and any other factual data found to be relevant by the review appraiser, and that the estimate of just compensation excludes items generally held to be non-compensable in eminent domain actions. This certification is required in addition to certification that may be required under the review appraiser's professional organization or state licensing laws.
- F. Report to Marin Transit any inconsistency or lack of reliability of appraisal reports and value conclusions.

Service Area 3: Expert witness. If requested by Marin Transit or its attorneys, the Appraiser shall prepare oral appraisals to be submitted as evidence in eminent domain actions in the California courts (Marin County); testify in depositions, trial, and in other court proceedings; and cooperate with counsel for Marin Transit to prepare eminent domain actions for trial.

Other appraisal issues beyond those above, but within the selected firm's expertise, may also be directed through this contract. The District reserves the right, in its sole discretion, to change this Scope of Services at any time during the term of the Agreement.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) TASK ORDER. DISTRICT shall pay CONSULTANT in accordance to hourly billing rates in the included schedule for authorized task orders. Task orders and task budget shall be developed based on discussions between the District and the Consultant.
- (2) CONTRACT RATES. DISTRICT shall pay CONTRACTOR based on the rate table below and billed in quarter hours. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.
- (3) MILEAGE. DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (4) TRAVEL COSTS. DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract.
- (5) 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.
- (6) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is through June 30,2026. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$50,000.
- (7) INVOICES. One invoices shall be remitted monthly to AP@maintransit.org and to Marin Transit's contract manager. Invoice should include billing by task order and labor category.

Billing Rate by Category

Title	Hourly Rates	
	2023-2026	Option Years
Principal Appraiser	\$300	\$300
Senior Appraiser	\$250	\$250
Appraiser	\$200	\$200
Senior Valuation Associate	\$150	\$150
Valuation Associate	\$100	\$100
Administrative	\$80	\$80

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:

DRAFT

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

Attachment B

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 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,

Attachment B

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 **1.6 %**. 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

Attachment B

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) 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.

11) 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.

12) 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 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.



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

September 11, 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 Two On-Call Graphics Design Services Contracts With: Fehr+Peers and Brave New Day

Dear Board Members:

Recommendation

Authorize General Manager to negotiate and execute agreement #1214 with Fehr & Peers for an amount not to exceed \$75,000 and agreement #1215 with Brave New Day for an amount not to exceed \$100,000 to support the District's graphic design needs.

Summary

Staff recommends that your Board approve two multiyear on-call contracts with the following firms to augment and complement the District's internal staff resources:

- Brave New Day for a not to exceed amount of \$100,000
- Fehr & Peers for a not to exceed amount of \$75,000

Graphic design efforts under this contract may include: graphics and materials for rider education about fare changes or service changes; template and application updates; graphics for promotional campaigns such as Ad Rails, posters and flyers; updates to rider guide and system map; market research to improve the effectiveness of Marin Transit's marketing and educational efforts.

Background

On June 26, 2023, Marin Transit issued a Request for Proposals (RFP) for On-Call Graphic Design professional services. With this RFP staff sought firms with expertise developing compelling and creative graphics for a range of purposes and audiences, as well as conducting data and mapping analyses, developing tables, graphs and data visualizations. Proposals were due July 26, 2023. Marin Transit received proposals from fifteen firms. Staff reviewed the proposals based on the criteria specified in the RFP and conducted reference checks for the top ranked firms. The panel determined that Marin Transit would benefit from having two firms on call, to fulfill different types of tasks. Both Brave New



Day and Fehr & Peers demonstrated a thorough understanding of the requested on-call graphic design services, strong graphic design qualifications, a strong staffing plan, and relevant experience with successful graphics efforts for other transit agencies.

Each contract will be for three years, plus two option years. If approved by your Board, the General Manager will negotiate a final contract with each firm to be executed by the end of September 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 for professional services approved by your Board.

Respectfully Submitted,

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

Cathleen Sullivan
Director of Planning



711 Grand Ave, #110
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ph: 415.226.0855
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September 11, 2023

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

Subject: Fare Collection Study

Dear Board Members:

Recommendation

Accept report.

Summary

The District is currently undertaking a comprehensive Fare Collection Study. This informational item is meant to update your Board on the progress of that study, as well as solicit feedback on the current phase of the study.

With the introduction of Clipper 2.0 in 2024 and the end of production and maintenance support for Marin Transit's current fareboxes in 2025, the District is considering what functionality it needs from the next generation of fareboxes, how it will continue to count passengers in the future, and the appropriate fare policy to complement these decisions. Staff will update the Board regularly on the progress of the Study and the Board will approve final recommendations before implementation.

Background

The District is currently undertaking a comprehensive Fare Collection Study. The Study was undertaken for three reasons:

- 1)** In January 2023, District staff presented to your board the results of several fare promotions that occurred in 2021-2022. At that meeting, your Board requested that staff comprehensively consider equity in the fare system.
- 2)** The fareboxes currently in use on the District's fixed route bus fleet (Genfare Odyssey and Odyssey Plus) were discontinued at the end of 2022, and replacement parts will no longer be available after 2025. Before 2026, the District will need to select new fareboxes to use on fixed route services.
- 3)** Clipper 2.0 will be phased in during the summer of 2024 per the current rollout schedule from the Metropolitan Transportation Commission (MTC).



Genfare Odyssey and Odyssey Plus Fare Collection Equipment

The District's current fareboxes serve many purposes. In addition to collecting cash fares, they also issue and validate change cards (e.g. if a passenger pays with a \$20, the farebox will print a card worth \$18 for future fares), issue and validate transfers, issue and validate day passes, and validate monthly passes and single ride tickets. Marin Transit also uses these fareboxes for our official ridership data reported to the National Transit Database.

Clipper 2.0

Currently, only about 10% of riders use Clipper to pay their fare as it has several disadvantages. Upon the implementation of Clipper 2.0, the District will be able to move its passes and single ride tickets to Clipper. This new iteration of Clipper will eliminate some of the prior disadvantages and provide additional benefits for Marin Transit riders, including:

- No need to tap off (and no risk of getting overcharged for forgetting to do so)
- Being able to use Clipper cards for daily and monthly passes
- Being able to use a fare accumulator (a.k.a. fare capping) for daily and monthly passes, i.e. a "pay-as-you-go" system rather than needing to decide to pay up front to get a pass
- Being able to tap a credit or debit card directly on a Clipper reader
- Payment with a Smartphone mobile wallet (e.g. Google Pay or Apple Pay)

District staff are hopeful that, with the improvements coming with Clipper 2.0, the share of Marin Transit riders who use Clipper to pay their fare will increase.

Discussion

Given the substantial upcoming changes, the District has undertaken this study as a comprehensive evaluation of fare collection, as well as other onboard technology and processes such as passenger counting and fare policy.

The purpose of the study is to answer the following key questions:

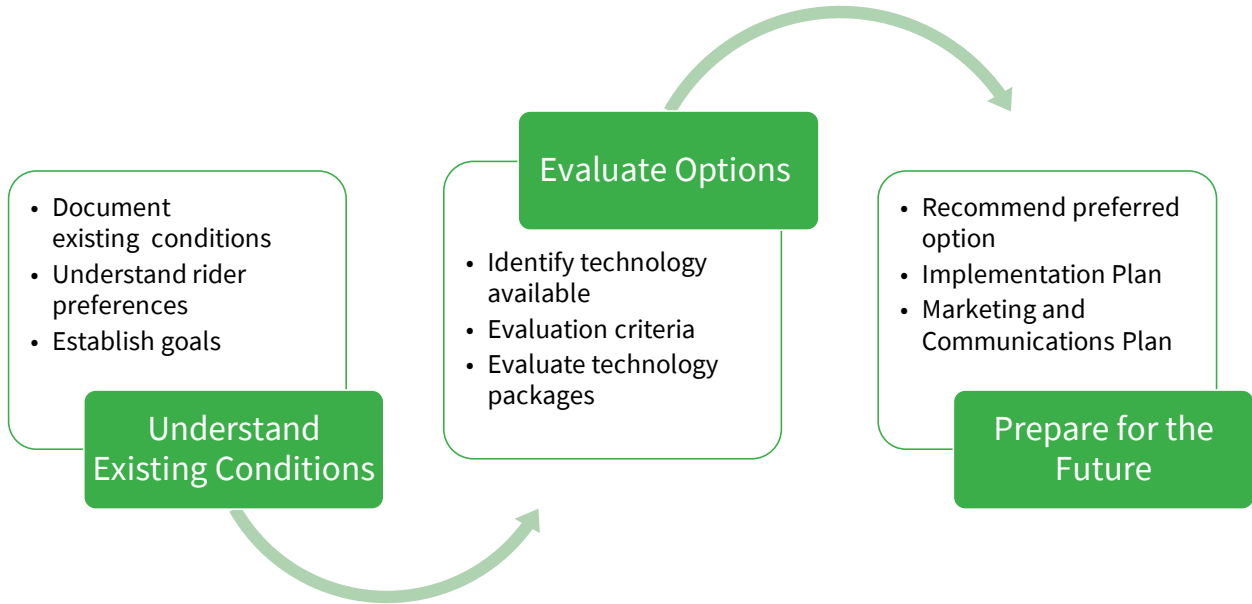
1. **Fare Collection Equipment:** What fare collection equipment should Marin Transit use in the future to support cash payments? Is it necessary to continue using a farebox with an integrated GFI system, or should the agency switch to a "dummy" farebox?
2. **Passenger Counting:** Should Marin Transit continue to rely on its fare collection equipment to count and classify passengers, or should the agency switch to other passenger counting methods, such as using Automatic Passenger Counters (APCs)?
3. **Fare Policy:** Should Marin Transit adjust current fare policies and prices in response to changes in the fare collection system technology or to address equity?

The goal of the study is to make a recommendation regarding the replacement fareboxes, other onboard equipment related to fare collection and passenger counting, and the appropriate fare policy to complement the recommended choices.

Fare Collection Study Phases

The Study will take shape in three phases, illustrated in the figure below. Currently, the team is in the first Phase. At the presentation to your Board in September the team will summarize existing conditions, discuss goals, and give an overview of the evaluation process that will be used to assess technology options during Phase 2. The team will also provide an overview of the rider engagement activities which will commence after the Board meeting.

Figure 1 Fare Collection Study Phases



Key objectives for the Study that serve as the foundation for the evaluation framework that will be used to evaluate technology options during the next phase of the Study are as follows:

- Maintain business continuity
- Increase equity and inclusion
- Attract and retain riders

Study Schedule

The Study kicked off this summer and aims to have recommendations ready for the Board by the end of 2023. Staff will update the Board on the progress of the Study as it advances and the Board will approve final recommendations before implementation.

Fiscal/Staffing Impact

None.



Respectfully Submitted,

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

Cathleen Sullivan
Director of Planning

Attachment A: Fare Collection Study Presentation



Fare Collection Study

INTRODUCTION

September 11, 2023

marintransit.org

Agenda

- 01** Study Background and Context
- 02** Existing Conditions
- 03** Evaluation Framework
- 04** Discussion



Study Background and Context



Study Background

- Our current fareboxes were discontinued in 2022 and support services and spare parts will no longer be available after 2025
- Clipper 2.0 is expected in mid-2024, which will make Marin Transit an “independent” operator within Clipper
 - All our pass products will be available
 - Clipper 2.0 offers new payment options
- Marin Transit’s Board of Directors has asked staff to comprehensively consider equity in our fare system.



Source: Marin Transit

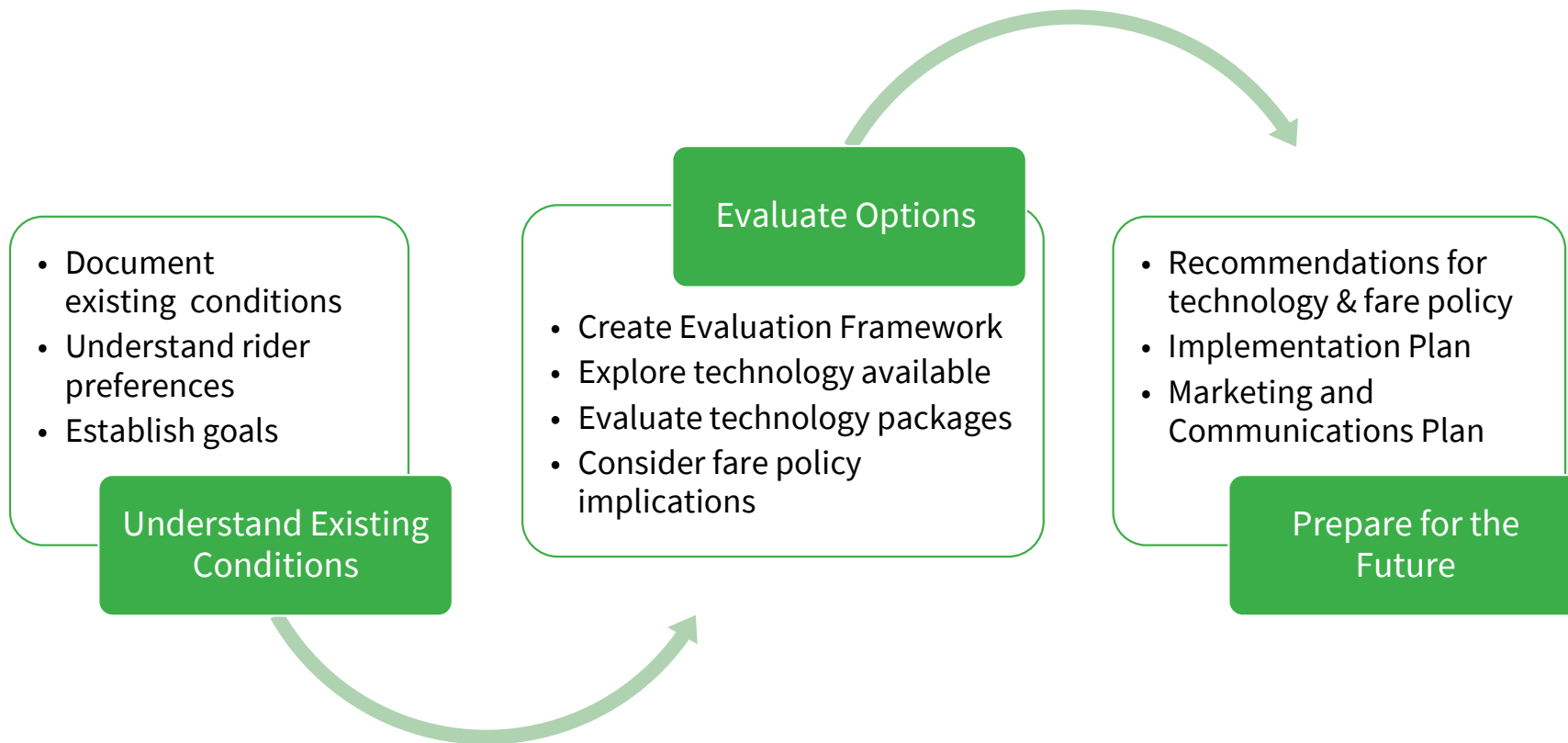
Key Questions for Fare Collection Study

- 1. Fare Collection Equipment:** What fare collection equipment should Marin Transit use in the future to support cash payments? Is it necessary to continue using a validating farebox?
- 2. Passenger Counting:** Should Marin Transit continue to rely on its fare collection equipment to count and classify passengers, or should the agency switch to other passenger counting methods?
- 3. Fare Policy:** Should Marin Transit adjust current fare policies and prices in response to changes in the fare collection system technology?

Fare Collection Study Objectives

Fare System Goals	Objectives for the Study
<p>Maintain business continuity of fare revenue collection and passenger counting</p>	<ul style="list-style-type: none"> • Select cost effective and operationally efficient fare collection system. • Select passenger counting solution that provides accurate stop-level data. • Create plan for smooth operational transition. • Reduce reliance on paper passes and cash.
<p>Increase equity and inclusion</p>	<ul style="list-style-type: none"> • Make discounted fare options readily available to those who need them. • Improve access to fare products.
<p>Attract and retain riders</p>	<ul style="list-style-type: none"> • Plan and clearly communicate system changes to ensure a smooth transition for riders. • Make fare payment easy (i.e. align with existing rider preferences, remove barriers, simplify).

Fare Collection Study Phases





Existing Conditions



Core Fare Structure

Fare Type	Cash	<u>Clipper</u>	<u>1 Day Pass</u>	<u>31 Day Pass</u>
Adult	\$2.00	\$1.80	\$5.00	\$40.00
Seniors (age 65+) & Persons with Disabilities	\$1.00	\$1.00	\$2.50	\$20.00
Youth (5-18)	\$1.00	\$1.00	\$2.50	\$40.00
Children Under 5 & COM students (<i>with tuition</i>)	Free	Free	Free	Free

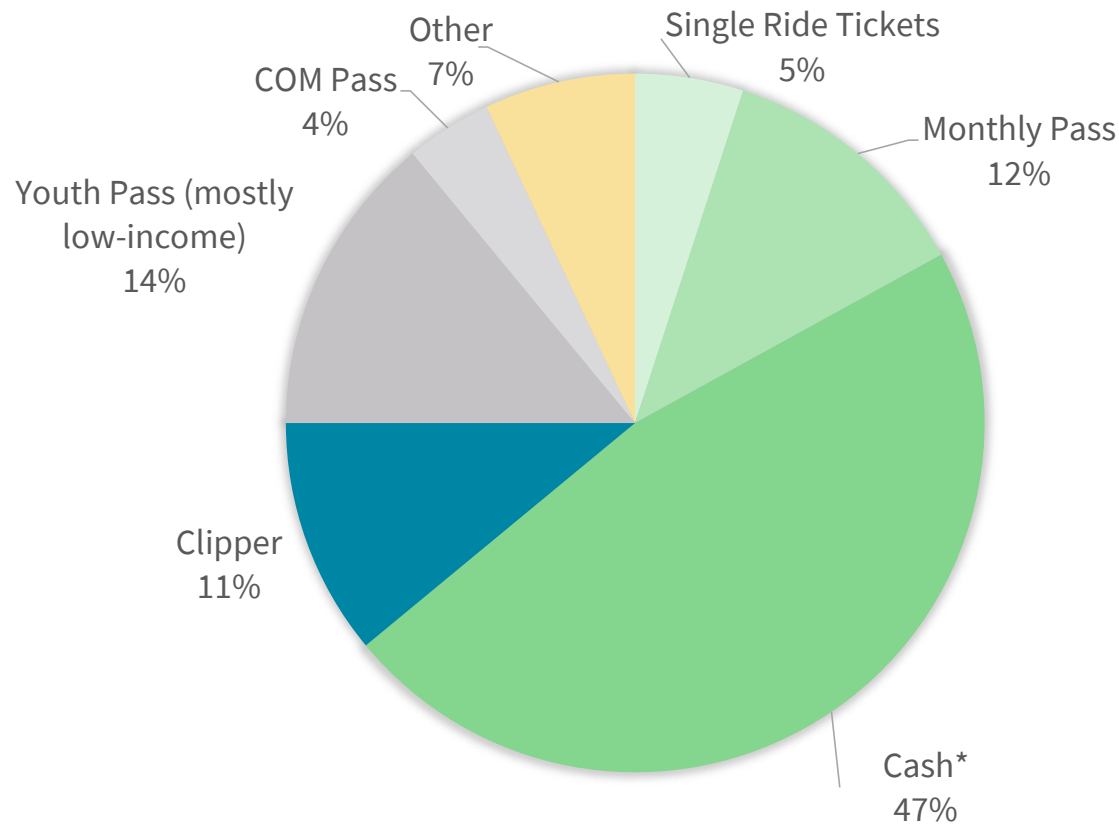
Low-income discounts exist for Adults, Seniors and Youth

Existing Discounted Fare Programs

Rider Category	Discounts
Adults	<ul style="list-style-type: none"> • Day and month pass discounts for frequent riders • 10% Clipper discount
Senior/ADA	<ul style="list-style-type: none"> • 50% discount on single ride, day passes, month passes
Youth	<ul style="list-style-type: none"> • 50% discount on single ride and day passes
Low-income	<ul style="list-style-type: none"> • Adults: 50% discount off single ride (Clipper START) • Youth: Free annual bus pass • Seniors/ADA: Marin Access Fare Assistance (MAFA) <ul style="list-style-type: none"> • Discounted Marin Access fares • Free annual bus pass
Other	<ul style="list-style-type: none"> • Homeward Bound Tickets and Bulk Discount Programs

Rider Experience

How Riders Pay Today



- GREEN categories use the Genfare fareboxes (64%)
- GRAY categories are “flash passes,” drivers key in the rider type (18%)
- BLUE is current Clipper usage (11%)
- YELLOW shows ‘Other’ payment methods e.g. low-income passes, employee and child comps. (7%)

* Cash category also includes change tickets.



Source: Marin Transit data July 2022 through March 2023

Fare Collection System

Using Clipper for Fare Payment

- Adult Clipper cards are available online, at retail locations and at San Rafael Transit Center, SMART stations, Whole Foods, Walgreens, GG Ferry terminal¹
- Discounted Clipper options: No single location provides all fare media, inconsistent processes for different options

	Application				
	<i>E-Mail</i>	<i>Mail</i>	<i>Fax</i>	<i>In Person Station</i>	<i>Online</i>
Discount Youth, Senior ²	X	X	X	X	
Discount RTC ³				X	
Clipper START ⁴					X

¹ In Marin County there are 8 retail locations, 7 transit stations with vending machines, 1 staffed customer service office; other locations are available in the Bay Area

² Requires copy of proof of age

³ Requires documentation, photo on card; only one location in Marin County

⁴ Requires proof of identity and income



Monthly pass sales trend

Adult monthly pass price was reduced in summer 2020 from \$80 to \$40.

Monthly pass sales have steadily increased since then.



What drives riders' choices?

- Today, around 47% of riders pay with cash.
- According to past Marin Transit surveys*
 - Only 26% of riders surveyed are aware of the 10% fare discount for Clipper.
 - 62% of cash-paying riders cited convenience as the reason they continue to pay with cash.
- Riders cited the following barriers to using Clipper and discount passes:
 - **Convenience** – Difficulties purchasing payment options
 - **Cost** – Financial concerns regarding the initial purchasing cost
 - **Transparency** – Risk of being overcharged by Clipper
 - **Complexity** – Lack of awareness, where to purchase, understanding how it works, etc.


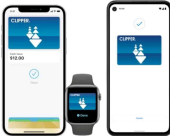



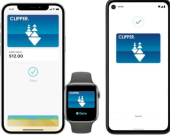



**Survey of 314 riders conducted by Marin Transit in Spring 2021, echoes results of 2018 survey*

Future Fare Collection System

Clipper 2.0 will address some of these barriers

Clipper 2.0 shifts the region from a card-based system where funds are stored on a physical or digital card, to an account-based system where funds are stored in the back office. It also enables more options to pay fares.

System	Closed-loop	Open-loop	Mobile Wallets	Validator
Clipper 1.0 <i>(card-based)</i>		N/A		
Clipper 2.0 <i>(account-based)</i>			 Apple Pay Google Pay	



Future Fare Collection System

Clipper 2.0 will address some of these challenges

Challenge Today	Opportunity with New System	Action Needed
Overpayment penalty for not tagging off	No tag off required with Clipper 2.0	Rider education
Marin Transit passes and discounts not available	All Marin Transit fare products will be available	Rider education
Need to pre-pay to get deeply discounted passes	Accumulator available under Clipper 2.0 a.k.a. "Fare Capping"	Rider education
Low awareness of fare discount programs	Big educational/marketing push	Rider education
Few Clipper vending options in service area	Clipper 2.0 accepts debit/credit cards and mobile wallet; reduces need for vending	Work with MTC to increase vending options Rider education

Remaining challenges: Applying for discounted cards and riders who do not have bank accounts



Passenger Counting

- Accurate passenger counts are a critical function, e.g. required for FTA reporting.
- Passenger counts are currently calculated using a combination of the Genfare fareboxes and Clipper ridership numbers
 - Passenger trips can be traced back to route and date
- Information reported by the fareboxes includes:
 - Linked and unlinked trips
 - Total ridership (e.g., daily, weekly)
 - Passenger type (by fare type)
- We do not currently have a reliable ongoing source for stop-level ridership



Evaluation Framework



Overview of Evaluation Framework

- Goals for the fare collection system are the foundation of the selection framework
- Evaluation process will assess available technology options/vendors to:
 - Compare and understand pros and cons of different options, and
 - Document the analysis and process that is followed to arrive at final decision

Fare System Goals

Maintain business continuity of fare revenue collection and passenger counting

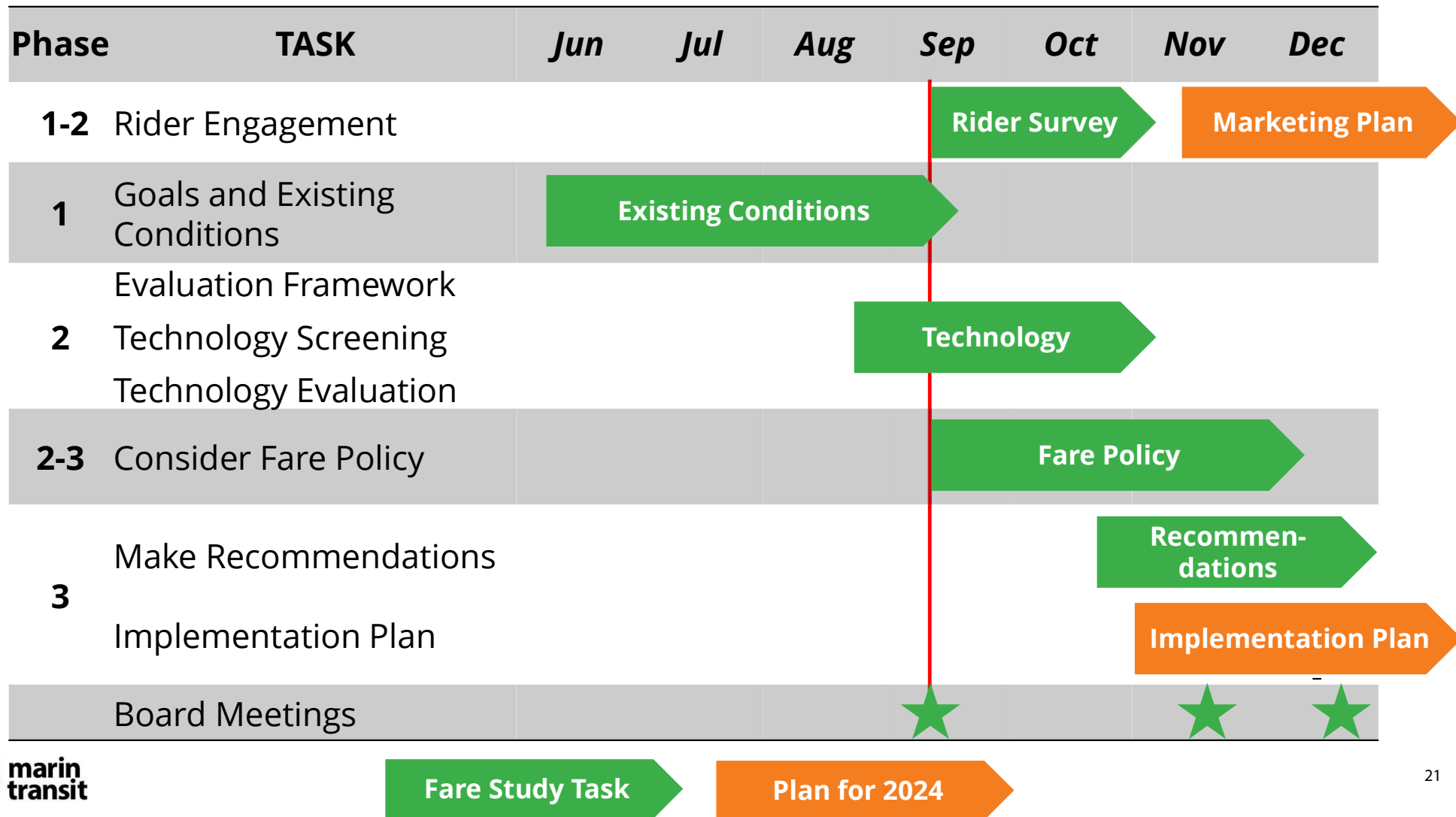
Increase equity and inclusion

Attract and retain riders

Draft Evaluation Criteria

Goals for the System	Evaluation Criteria
Maintain business continuity	Costs: Capital and ongoing
	Supports financial operations
	Rider data by type and stop
	Operational efficiency (e.g., faster passenger processing times)
	Ability to continue supporting cash collection and support pass products
Increase equity and inclusion	Reduction of barriers to transit use that are due to fares
	Ease of accessing and using discounted payment options
Attract and retain riders	Legibility of fare payment options and process – simple and streamlined
	Reflection of rider preferences in fare policy
	Alignment with Bay Area transit operator fare coordination efforts







Thank you

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Cathleen Sullivan





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September 11, 2023

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

Subject: Approve ADA Bus Stop Improvements Project and Determine that the Proposed Project is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15301(c) Existing Facilities

Dear Board Members:

Recommendation

Approve ADA Bus Stop Improvements Project and determine that the proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(c) Existing Facilities.

Summary

Final design has been completed on 22 high priority bus stop improvements, all of which staff has determined are categorically exempt pursuant to CEQA because they are on existing facilities. The project focuses on ADA improvements and new and enhanced amenities. Two new stops are being added, one in the Canal neighborhood and one in Novato to support service to Marin Community Clinics. Project construction is scheduled to begin in the summer of 2024, following review and coordination with local jurisdictions and Caltrans.

Background

Bus Stops are a highly visible aspect of transit service for both current and potential riders in Marin County. Stops should be easily identifiable, safe, accessible and comfortable. Stops identified for improvement were flagged during a 2017 Bus Stop Conditions Assessment in an effort to increase ADA accessibility and upgrade passenger amenities throughout the County. Stops were prioritized for this phase of the project by the number of passengers using the stop and the need for accessibility improvements, ensuring that the greatest number of passengers are impacted by these improvements.

Amenities at stops are prioritized by stop usage as outlined in Marin Transit's 2006 Short Range Transit Plan. High use stops or stops with over 100 passengers per day should have a shelter with a bench and lighting. At medium-use stops with over 50 passengers per day a shelter is optional but a bench is



recommended where physically feasible. All stops should be accessible with a clear path of travel to the stop from the nearest intersection and a 5-foot by 8-foot landing pad where wheelchair passengers can load and unload from buses.

The costs and complexity of adding or replacing a shelter and ensuring accessibility vary significantly by stop based on existing right of way, sidewalk conditions, street conditions and other adjacent conditions. Because stops are not owned by Marin Transit, bus stop improvements also require a high level of coordination with the local jurisdiction to be successful. Marin Transit has taken an incremental approach to improving conditions county wide and this is the District’s fourth bus stop improvement project. Following this project, Marin Transit will be considering bus stop amenities in high ridership corridors in the grant funded Transit Corridor Improvements project.

Discussion

This project targets 22 stops around Marin County with a total project budget of \$1.803 million. The improvements are listed in Table 1 below. The project will result in:

- 2 new stops;
- 17 ADA landing pads that allow for the deployment of a wheelchair lift or ramp;
- 9 new or replacement shelters;
- 1 new bench;
- 2 new safety railings;
- 2 new or replaced sidewalk sections to ensure a clear path of travel; and
- New lighting

Marin Transit is in the final stages of the design and is seeking approval from the jurisdictions where the projects will take place.

Table 1: Stops Identified for ADA Bus Stop Improvements Project

Stop ID	Stop Location	Jurisdiction	Primary Improvements
40673	San Marin Dr & San Carlos Way	Novato	ADA Landing Pad, Replace Aging Shelter
40726	Ignacio Blvd & Sunset Pkwy	Novato	ADA Landing Pad, Add Shelter
41328	Smith Ranch Rd & Yosemite Rd	San Rafael	ADA Landing Pad
40563	Las Gallinas Ave & Northgate Dr	San Rafael	ADA Landing Pad, safety railing
40515	Sir Francis Drake Blvd & Alhambra Cir	Fairfax	ADA Landing Pad, add bench
40519	Sir Francis Drake Blvd & Oak Manor Dr	Fairfax	ADA Landing Pad
40472	Sir Francis Drake Blvd & San Anselmo Ave	San Anselmo	ADA Landing Pad
40418	Fourth St & Santa Margarita Ave	San Rafael	Repair sidewalk
NEW	E. Francisco Blvd & Medway Rd	San Rafael/ Caltrans	Add sidewalk, ADA Landing Pad, Add bus pullout, Add pedestrian crosswalk



40330	Sir Francis Drake Blvd & College Ave	County of Marin	Replace aging shelter, add lighting
40150	Miller Ave & Camino Alto	Mill Valley	Install New Shelter
40153	Almonte Blvd & Rosemont Ave	Mill Valley	ADA Landing Pad
40184	Strawberry Frontage Rd & US 101 NB On Ramp	Caltrans	ADA Landing Pad, Install New Shelter
42054	Tiburon Blvd & San Rafael Ave	Caltrans	ADA Landing Pad, add sidewalk to intersection
41166	Redwood Blvd & Hill Rd	Novato	Install New Shelter
41326	N. Redwood Blvd & Smith Ranch Rd	San Rafael	ADA Landing Pad, Install New Shelter
40319	Sir Francis Drake Blvd & Bon Air Rd	County of Marin	ADA Landing Pad
40580	Merrydale & N. San Pedro Rd	San Rafael	ADA Landing Pad
40765	Alameda Del Prado & Hwy 101 SB	Novato	ADA Landing Pad
NEW	Redwood Blvd & Landing Ct	Novato	ADA Landing Pad, Install New Shelter
41361	Sir Francis Drake Blvd & Bank St	San Anselmo	ADA Landing Pad, Pedestrian Safety Railing
40279	Tamalpais Dr & Meadowsweet Dr	Corte Madera	Replace Aging Shelter

Source: Marin Transit.

Schedule

Cities and jurisdictions are currently reviewing the final planset and their comments are expected to be provided by mid-September. Caltrans’ review will take 7 months. Staff plan to release a bid package in May 2024, once all review and approval of plansets is complete. Staff plan to recommend award of a construction contract to your Board in July 2024.

Environmental Review

The purpose of the project is to implement ADA and other physical improvements to 22 bus stops throughout Marin County to make them more “transit friendly” to riders while also addressing accessibility and pedestrian safety concerns. In addition, two new bus stops will be constructed: a new paired stop at Redwood Blvd. and Hill Rd. in Novato; and a new stop at Francisco Blvd. East and Medway Rd. in San Rafael. Improvements include the following elements: accessibility improvements including path of travel improvements, widening passenger loading areas to meet ADA standards, installing benches and/or shelters, lighting improvements, bulb outs and striping for bus loading areas, and signage.

All stops are located on existing facilities as defined in Title 14, Section 15301 of the California Code of Regulations. The stops include “minor alteration of existing public facilities” and “involve negligible or no expansion of existing or former use” and as such are categorically exempt under CEQA.

With your Board’s approval of the project and determination that it is exempt from CEQA pursuant to Section 15301(c) Existing Facilities, staff will file a CEQA Notice of Exemption for bus stop improvements.



Fiscal/Staffing Impact

There is no impact with this item. The total project budget is \$1.8 million is included in Marin Transit's FY2023-24 as Capital Project FS – Bus Stop Improvements, which is funded through Federal Section 5307 with a local match through Measure A/AA and Property Tax Funds.

Respectfully Submitted,

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

Anna Penoyar
Capital Projects Manager

Attachment A: Presentation

Attachment B: Bus Stops Fact Sheet



Bus Stop Improvement Project

MARIN TRANSIT BOARD MEETING

September 11, 2023

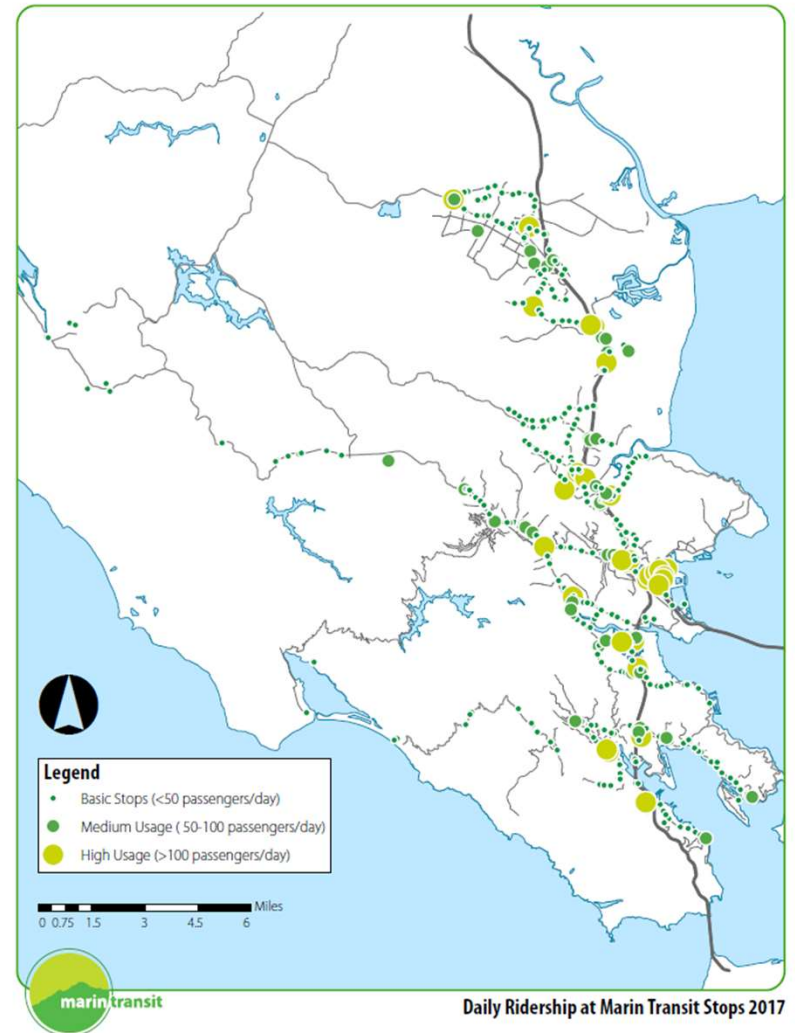
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Agenda

- 01** Background
- 02** Previous Bus Stop Improvement Projects
- 03** Current Improvement Project

Background

- Condition Assessment and Ridecheck Conducted in 2017
- Stops were flagged for improvement
- Improvements Prioritized by:
 - Number of passengers using the stop
 - Need for ADA/Accessibility Improvements



Modified Minimum Bus Stop Standards

Developed in the 2006 Short Range Transit Plan



	Transit Center/ Transfer Facilities	Pad Stop	High Use Stop (>100/day)	Medium Use Stop (>50/day)	Low Use Stop (<50/day)
ADA Accessibility	Meets all Requirements	Meets all Requirements	Meets all Requirements	Meets all Requirements	Signed if not accessible (rare condition)
Signage	All Stops	All Stops	All Stops	All Stops	All Stops
Information	Kiosk, with real time information if possible, display of system map, route and schedule information. Identify transfer locations.	Real time information if possible, displays of system map, route and schedule information. Identify transfer locations	Real time information if possible, displays of system map, route and schedule information. Identify transfer locations	Route map and schedule information	Route map and schedule where possible
Shelters	Shelters at all boarding locations	Shelters at all boarding locations	Shelters where feasible	Shelters optional	
Benches	Benches throughout facility convenient to all boarding locations	Benches inside shelters and at all boarding locations	Benches at all stops where physically feasible	Benches at all stops where physically feasible	
Other Amenities	Night Lighting, Restrooms where possible, Bicycle storage	Night lighting	Night lighting, Bicycle storage		
Number of Stops matching Criteria based on 2017 Ridership Data	4	20	32	50	501 4

Past Bus Stop Improvements Projects

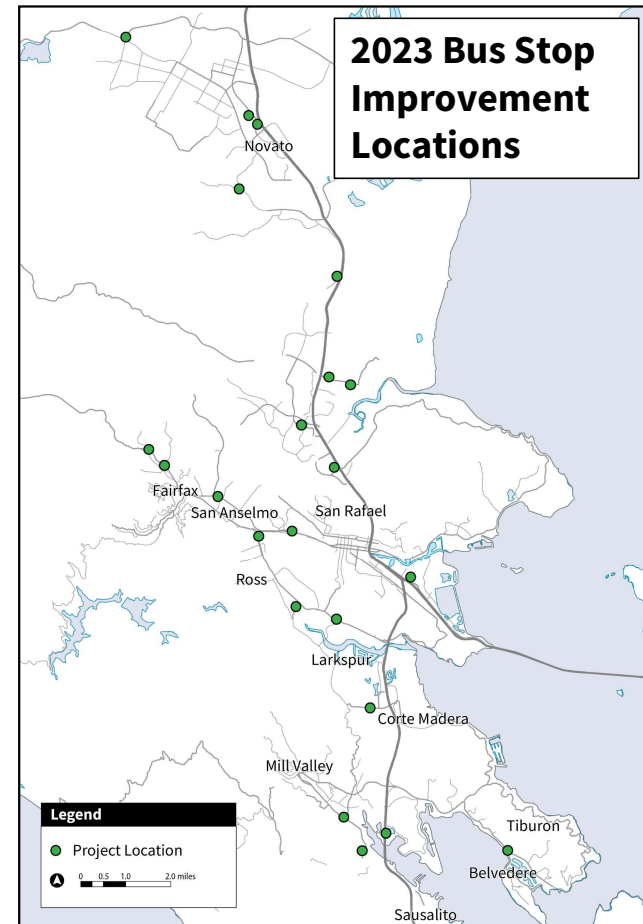
- 2013 Bus Stop Signage Update
- 2013 South Novato Bus Stop Improvements
- 2015 State of Good Repair Phase 1 Improvements
- 2017 Redwood & Grant Transit Improvement Project
- 2019 State of Good Repair Phase 2 Improvements
- 2020 Real Time Signs



Current Project

2023-24 ADA Bus Stop Improvements

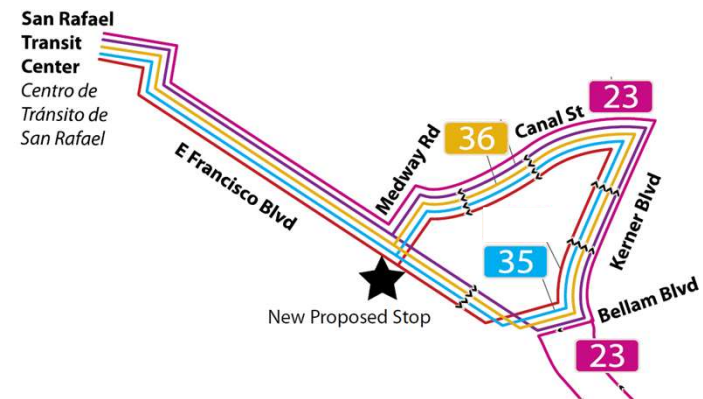
- Improvements to 22 stops, including:
 - 2 new bus stops
 - Addition of 17 ADA Landing pads
 - 9 new or replacement shelters
 - 1 new bench
 - 2 new safety railings
 - 2 new or replaced sidewalk sections
 - New lighting
- Estimated total project cost: \$1.8M



Current Project

2023-24 ADA Bus Stop Improvements

- Estimated Schedule:
 - Jurisdiction/Caltrans Review: August 2023 – March 2024
 - Construction Bid Released: May 2024
 - Construction Award: July 2025
 - Construction Begins: September 2024
 - Construction Ends: March 2025



Environmental Review

- Project is categorically exempt from CEQA as all stops are located on existing facilities as defined in Title 14, Section 15301 of California Code of Regulations.
- Project locations include “minor alteration of public facilities” and “involve negligible or no expansion of existing or former use”



Thank you

CONTACT

Anna Penoyar

Capital Projects Manager

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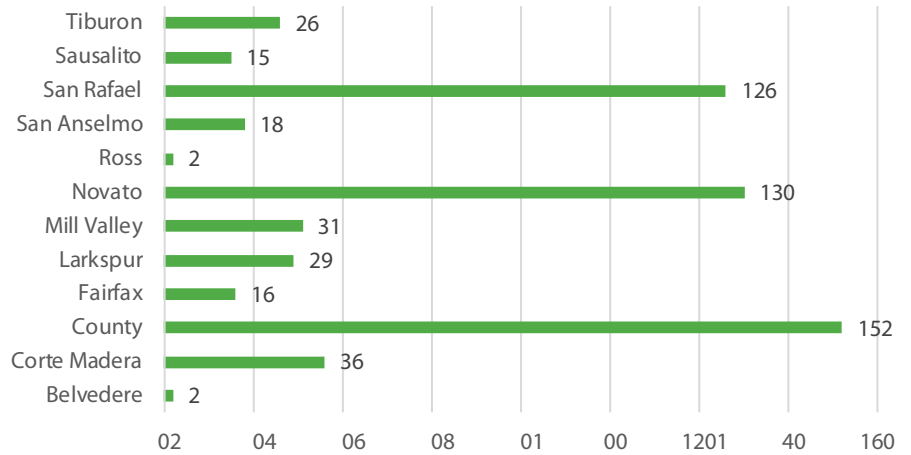


MARIN TRANSIT BUS STOPS

A stop conditions assessment was conducted in 2017 of the 583 bus stops that Marin Transit serves. This fact sheet contains a summary of information collected from that assessment.

While Marin Transit serves 583 stops, there are a total of 666 bus stops in Marin County. The remainder are served only by Golden Gate Transit Regional Routes. 245 stops are served by Marin Transit local service only. 338 stops are shared between local and regional service.

Distribution of Stops across Jurisdictions



BUS STOP ACCESSIBILITY

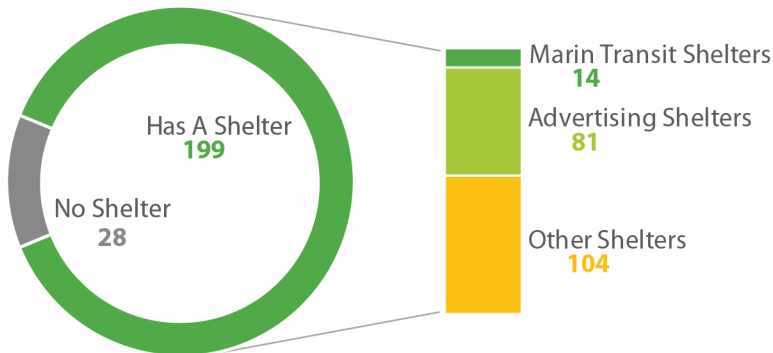
A Bus Stop is considered accessible if there is a clear path of travel to the stop and if there is a 5'x8' clear landing pad for wheelchair boarding. The path must be level and be at least 3 feet wide.

Bus Stop Accessibility



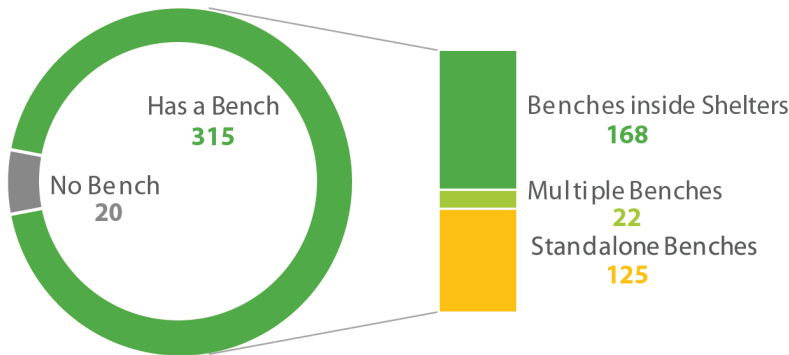
AMENITIES

Bus Stop Shelters



*Dataset includes high and medium use stops where a shelter is recommended, and stops that have a shelter

Bus Stop Benches

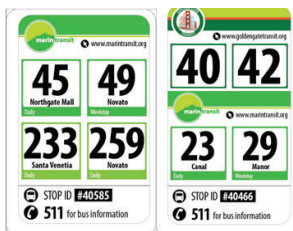


*Dataset includes high and medium use stops where a bench is recommended, and stops that have a bench.

IMPROVEMENT PROJECTS

2013 Systemwide Signage Update

Replaced Signs at 530 stops to show more route information.



2013 South Novato Bus Stop Improvements

Accessibility & Pedestrian Improvements at 4 stops and stop relocation to improve transfers.



2015 & 2019 State of Good Repair Phase 1 & 2

Accessibility & Amenity improvements at 26 stops throughout Marin.



2017 Redwood & Grant Transit Improvements

Transfer Facility replacement, realignment and accessibility improvements.

