



# Marin County Transit District Board of Directors

**Monday, January 8, 2024, 9:30 a.m.**

## **Marin County Civic Center**

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

## **Join via Zoom or Teleconference:**

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

+1 669 900 6833

Webinar ID / Access Code: 879 7268 3373

## **Providing Public Comment**

- To provide written public comment prior to the meeting, email [info@marintransit.org](mailto:info@marintransit.org) or use the comment form at [www.marintransit.org/meetings](http://www.marintransit.org/meetings). Submit your comments no later than **5:00 P.M. Sunday, January 7, 2024** 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
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- Nếu bạn cần thông dịch hoặc các hỗ trợ khác, hãy gọi (415) 226-0855 hoặc 711. Để truy cập các hướng dẫn này bằng tiếng Việt, [hãy nhấp vào đây](#).

## 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. Organization of Transit District**

- (1) Election of President
- (2) Election of Vice President
- (3) Election of Second Vice President

**3. Open Time for Public Expression**

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

**4. Board of Directors' Matters**

**5. General Manager's Report**

- a. General Manager's Oral Report
- b. [Monthly Monitoring Report: October 2023](#)

**6. Consent Calendar**

- a. [Minutes for December 4, 2023 Board Meeting](#)
- b. [Federal Legislative Report](#)
- c. [Update on FY 2023/24 Contracting Opportunities and Awards](#)
- d. [Interagency Agreement with Golden Gate Bridge, Highway, & Transportation District for Provision of Paratransit Service](#)
- e. [Revised Marin County Transit District Safety Plan](#)
- f. [Contract with Roebbelen Contracting, Inc. for the Construction Management at 3010/3020 Kerner Blvd.](#)

**Recommended Action:** Approve.

**7. [Update on the San Rafael Transit Center Replacement Project](#)**

**Recommended Action:** Discussion item.

**8. [Fare Collection Study Update](#)**

**Recommended Action:** Discussion item.

## Adjourn



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### Board of Directors

#### **Katie Rice**

President  
Supervisor District 2

#### **Brian Colbert**

Vice President  
Town of San Anselmo

#### **Eric Lucan**

2nd Vice President  
Supervisor District 5

#### **Mary Sackett**

Director  
Supervisor District 1

#### **Stephanie**

**Moulton-Peters**  
Director  
Supervisor District 3

#### **Dennis Rodoni**

Director  
Supervisor District 4

#### **Maribeth Bushey**

Director  
City of San Rafael

#### **Fred Casissa**

Alternate  
Town of Corte Madera

January 8, 2024

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

### **Subject: General Manager Report – Monthly Report: October 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 October 31, 2023. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall, Marin Transit experienced strong systemwide ridership growth in October 2023. Total ridership was 6% higher than the previous year (October 2022) and 7% lower than pre-COVID (October 2019).

Fixed route ridership recovery from the COVID-19 pandemic continued to be strong this month. After leveling off for six months (March through August 2023 were all 87-90% of pre-COVID ridership on fixed route services), September and October saw 92% and 96% of pre-COVID ridership on fixed route services, respectively. This increase is likely the result of riders returning due to the reliability improvements that came with the June service change, and staff are optimistic that the trend will continue.

Marin Access ridership has had a declining ridership trend since September 2022; this month (October 2023) continued the trend, with ridership at 37% of pre-COVID. It remains to be seen how strong of an effect the Marin Access service changes implemented in July will have on ridership going forward; the Catch-A-Ride program saw over double (+132%) its ridership from the prior year (October 2022), but Local Paratransit, which accounts for the majority of Marin Access ridership, saw a 20% decline in ridership compared to the prior year.

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



# Monthly Customer Feedback Report

October 2023

Month: <b>October 2023</b>		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
<b>Commendation</b>	0	0	0	0	5	0	0	5	
<b>Service Delivery Complaint</b>	36	13	3	1	7	0	2	62	
Accessibility	1	0	0	0	0	0	0	1	
Driver Conduct Complaint	9	3	1	0	3	0	1	17	
Driving Complaint	16	2	0	1	2	0	1	22	
Early Trip	0	1	0	0	0	0	0	1	
Equipment Issue	0	0	0	0	0	0	0	0	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	0	1	0	0	0	0	0	1	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	0	0	0	0	0	0	0	0	
No-Show	4	2	0	0	2	0	0	8	
Off-Route	0	1	0	0	0	0	0	1	
Pass-Up Complaint	6	3	2	0	0	0	0	11	
<b>Service Structure Complaint</b>	3	3	1	0	2	1	7	17	
Bus Stop Improvement Request	0	0	0	0	0	0	3	3	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	2	0	0	0	1	1	1	5	
Scheduling Complaint	1	0	0	0	1	0	0	2	
Service Improvement Suggestion	0	3	1	0	0	0	3	7	
<b>Safety Complaint</b>	0	0	0	0	0	0	0	0	
<b>Total Service Hours</b>	11,970	1,994	1,950	183	2,073	-	18,321	18,321	
Commendations per 1,000 Hours	0.0	0.0	0.0	0.0	2.4	-	0.0	0.3	
Complaints per 1,000 Hours	3.3	8.0	2.1	5.5	4.3	-	0.5	4.3	
<b>Total Passengers</b>	226,248	18,799	12,487	4,379	3,889	1,467	279,346	279,346	
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	1.3	0.0	0.0	0.0	
Complaints per 1,000 Passengers	0.2	0.9	0.3	0.2	2.3	0.7	0.0	0.3	

# Attachment A

FISCAL YEAR: 2024  
 MONTH: All

## Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

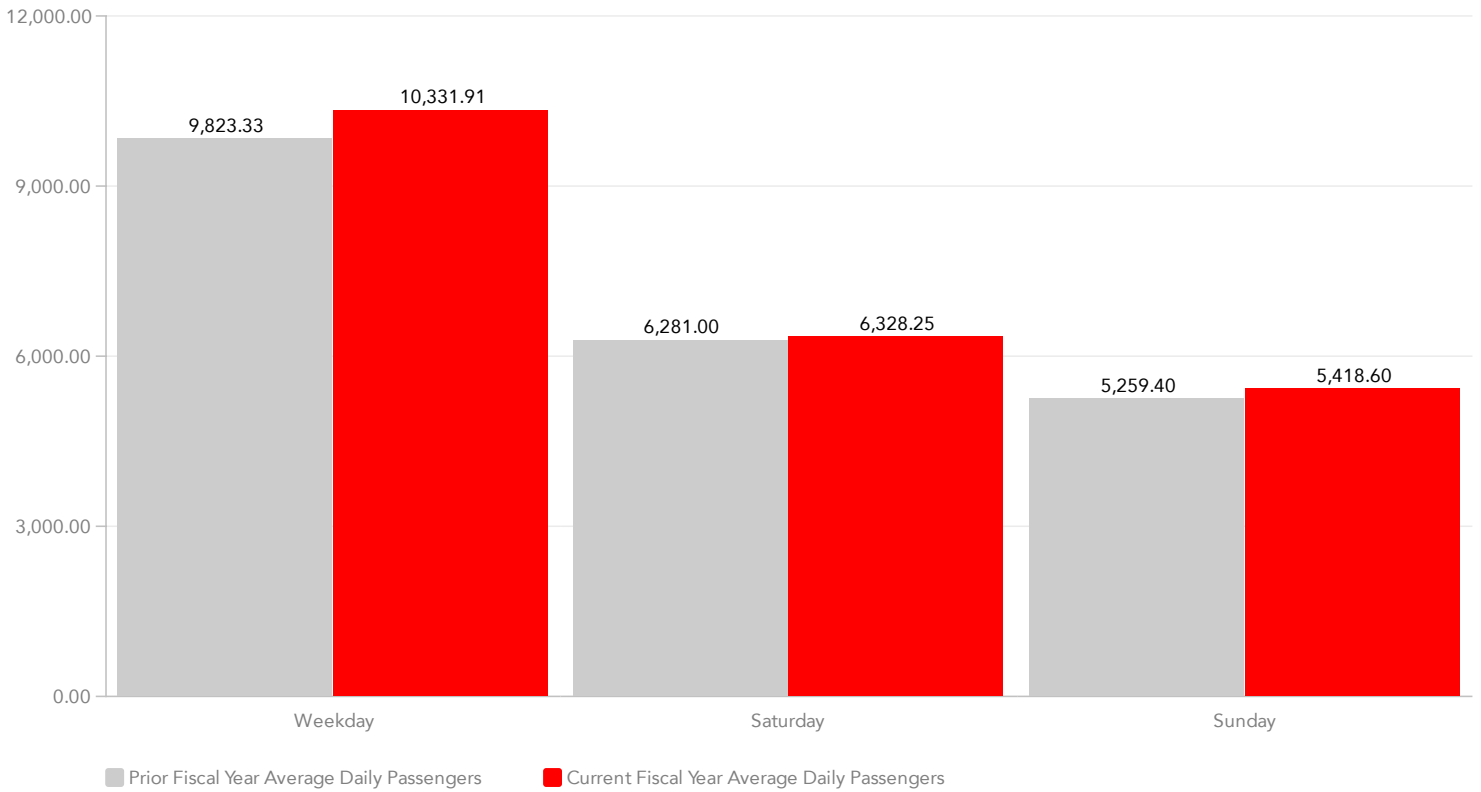


## Monthly Comparison

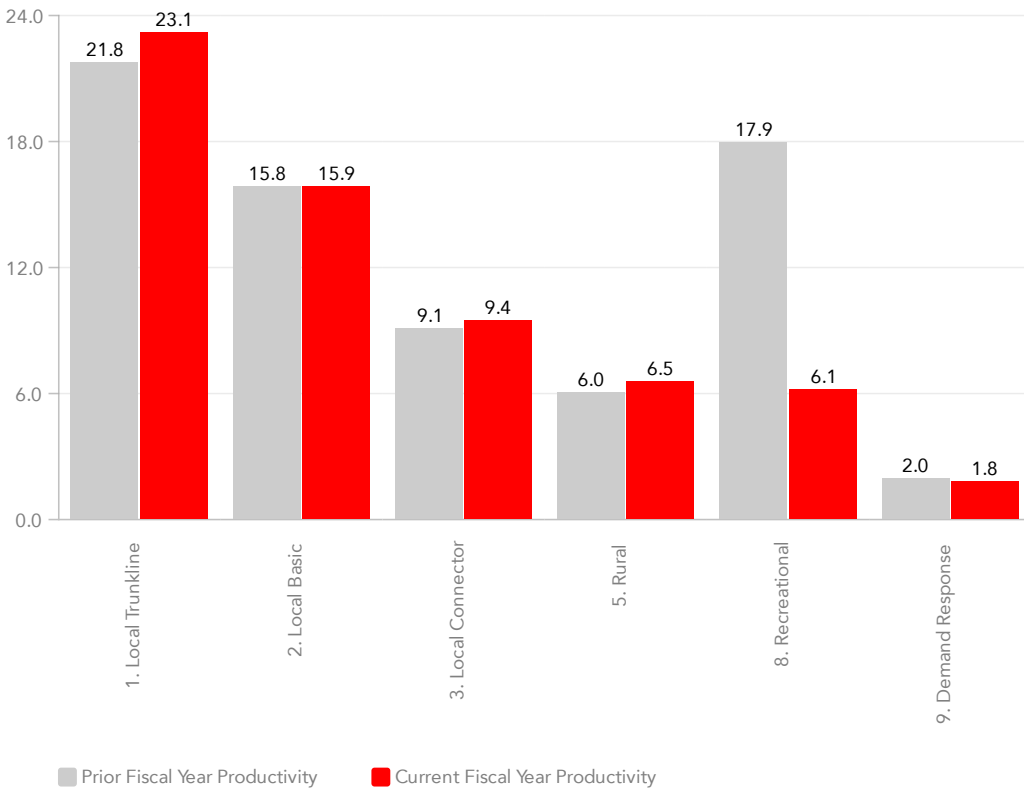
MONTH

Oct

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



### Route Typologies

- 1. Local Trunkline:  
Routes 35, 36, 71
- 2. Local Basic:  
Routes 17, 22, 23, 29, 49, 57
- 3. Local Connector:  
Routes 219, 228, 233, 245
- 5. Rural:  
Routes 61, 68
- 8. Recreational:  
Muir Woods Shuttle
- 9. Demand Response:  
Local Paratransit, Marin Access Shuttles

## **REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS**

**Held Monday, December 4, 2023 at 10:00 A.M.**

### **Roll Call**

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

**Absent:** None

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

**Board President Rice opened the meeting at 10:01 A.M.**

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

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

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

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

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

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

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

General Manager Nancy Whelan introduced two new employees, Community Engagement Coordinator Raymundo Vidaure Jr., and Capital Analyst Alma Osorio. Ms. Whelan reported on Mr. Vidaure and Ms. Osorio's professional backgrounds.

President Rice welcomed both new staff.



Ms. Whelan announced that the District's next service change would take effect January 14, 2024. Ms. Whelan reported on the new service change schedule, which would be coordinated with regional agencies. She explained the District's upcoming schedule and runtime adjustments. Ms. Whelan outlined a current coordination effort between Marin County and Sonoma County transit agencies. The participating agencies plan to develop a comprehensive service plan focused on the 101 corridor. Ms. Whelan explained the purposes and structure of the Regional Network Management (RNM) Council. She listed the Fiscal Year 2024/25 workplan actions of the RNM Council. The RNM Council had its first meeting on November 27, 2023. Ms. Whelan reported that she attended a Senate Select Committee hearing on Bay Area Public Transit on November 27, 2023. She outlined the contents and purposes of the hearing. Ms. Whelan presented a corrected Operations Revenues Chart from Fiscal Year 2022/23, to replace the chart presented at the November 6, 2023, Board of Directors meeting.

Ms. Whelan reported that the District's September 2023 overall ridership was seven percent higher than September 2022 and 11 percent lower than September 2019. In September 2023, ridership on fixed route services was 92 percent of September 2019's ridership. Marin Access' September 2023 ridership was at 39 percent of its September 2019 ridership.

Ms. Whelan noted that the 2024 Board Meeting Schedule was on that day's Consent Calendar. She highlighted that the meeting start time for 2024 had changed to 9:30 AM.

President Rice requested that they discuss agenda item 5d before voting on the Consent Calendar. She said that agenda item 5d will contain information relevant to the General Manager's Report.

Director Rodoni commended the collaboration between Marin County and Sonoma County transportation agencies. He asked if it would be possible for staff to see what the travel patterns are of riders who are residents. He explained that many residents of west and north Marin County travel to Sonoma County for services, so there may be a natural connection.

Ms. Whelan added that an advantage of the Metropolitan Transportation Commission (MTC)'s participation in the collaboration is a variety of planning efforts. One planning effort is called Plan Bay Area 2050+, which will include travel demand forecasting. Ms. Whelan stated she will ensure staff understand the efforts and will return with more information.

Director Moulton-Peters echoed Director Rodoni's commendation of Marin County and Sonoma County's collaboration. She suggested it will be an opportunity for

the North Bay Area to have a leadership role in public transportation. Director Moulton-Peters asked if there is a lead agency in the effort.

Ms. Whelan answered that the effort is collective and has guiding principles which may become a charter. Within the effort, there is a General Manager and Executive Director group, as well as a staff planning group. So far, they are meeting monthly, with a different Chair each month.

Director Moulton-Peters emphasized the importance of investigating travel patterns, especially northbound travel.

5. [Consent Calendar](#)

- a. [Minutes for November 6, 2023 Board Meeting](#)
- b. [Adopt 2024 Board Meeting Calendar](#)
- c. [Federal Legislative Report](#)
- d. [Marin Transit Quarterly Performance Report for the First Quarter of FY 2023/24](#)
- e. [Marin County Transit District First Quarter FY 2023/24 Financial Report](#)
- f. [Purchase of Cradlepoint Onboard Data Routers](#)

President Rice requested that they discuss agenda item 5d. She asked to hear about the impacts of June 2023's service changes. She said she felt staff implemented the June 2023 service changes well. She requested information on Marin Access' ridership and how staff are working to understand it.

General Manager Nancy Whelan reported that staff have been investigating Marin Access' ridership, as they have observed a slower return of ridership since the COVID-19 pandemic.

President Rice requested that staff focus on their analysis of the June 2023 service changes, as those changes appeared to serve riders well and maximize service efficiency.

Ms. Whelan explained that June 2023's service changes were considered "major" due to the number of routes affected, however most of the changes were minor. Staff made significant efforts to alert and educate riders. The service changes addressed driver shortages and optimized resources. One goal of the service changes was to dispatch drivers more efficiently while maintaining service hours.

Senior Transit Planner Asher Butnik added that while reviewing performance metrics for agenda item 5d, staff noticed ridership changes that they had anticipated due to route changes. The data suggests that riders know where they

are going and can find routes that work for them. For example, after June 2023's service changes, Route 35's ridership decreased as it no longer served Novato. However, routes that began to serve Novato after the changes saw an increase in ridership. Similarly, ridership on Route 57 (formerly Route 251) decreased as it no longer served West Novato after the June 2023 service changes. However, routes that began to serve West Novato after the changes saw an increase in ridership. Passengers are finding their way and shifting routes. Missed service is decreasing when compared year-over-year. The decrease in missed service is especially apparent when comparing the two most recent quarters.

Ms. Whelan explained that staff's outreach to riders enabled riders to switch to different routes that would work for them after the June 2023 service changes. She stated that staff's outreach efforts were a good investment.

President Rice commended staff's analysis that went into the proposed changes, the adjustments made due to feedback, and their communication with riders. She added that she would like to know if the District lost or gained any riders, although that data may be difficult to measure. She requested that staff try to determine how many riders were gained who had previously never ridden public transportation.

Director of Operations & Service Development Robert Betts noted that in agenda item 5d, staff reported on missed service but not on-time performance. One reason staff implemented service changes was to increase on-time performance, as traffic congestion has worsened. The January 2024 service changes will continue to respond to traffic congestion. Staff are adding runtime as well as layover and recovery time to ensure on-time and reliable service. Mr. Betts highlighted the data that was presented in the September 2023 Monthly Monitoring Report as well as the data that will be in the October 2023 Monthly Monitoring Report. He said the data in those reports reflects significant improvements, which indicated to him that school-related trips have been preserved. When implementing June 2023's service changes, there was concern over converting a few Supplemental School Routes to fixed routes. The data suggests the students who lost their Supplemental School Routes are now using similar fixed routes.

Mr. Betts explained that staff recently met regarding Marin Access' ridership. Planning staff are comparing data from before COVID-19 to current data. They are investigating unique riders and analyzing changes in where riders are traveling, when riders are traveling, and trip frequency. After interpreting the results, staff will reach out to partner agencies. Much of the District's ridership comes from partner agencies such as social service agencies, day programs, and

senior activity centers. Staff will work with partner agencies to collect data, so they may understand Marin Access ridership.

Director Moulton-Peters suggested that when staff reach out to partner agencies, they should ask what it would take for riders to return to Marin Access. Riders may need to feel invited to return.

Director Sackett expressed appreciation for the increase in fixed-route ridership and the decrease in missed service. She asked about driver staffing levels.

Mr. Betts responded that driver staffing levels were increasing, with Marin Access nearly fully staffed. While fixed-route staffing has improved, the District is still experiencing missed fixed-route service due to absenteeism. Missed service was more frequent in the beginning of 2023.

President Rice asked staff to expand on the transit priority improvements mentioned in agenda item 5f.

Ms. Whelan explained that agenda item 5f was regarding the intended purchase of Cradlepoint routers for vehicles. The routers would provide improved vehicle tracking and traffic signal communication. Communication with traffic signals would be required for implementation of the Transit Signal Priority Project.

Mr. Betts emphasized the importance of the signal priority network. He added that the City of San Rafael has invested funds to a cloud-based system which allows emergency services and the SMART train to interact with traffic signals. There is a mutual interest in the participation of public transportation as well. The first step is to obtain the correct hardware. The hardware will also enable public Wi-Fi, integration of on-board systems, and opportunities vehicle monitoring.

President Rice requested for there to be more information about transit priority improvements in the future.

President Rice called for public comment.

Kevin Carroll expressed concerns regarding his son's experience with Marin Access. Mr. Carroll suggested that staff should communicate with the Village in Sausalito regarding senior ridership.

Daniel DeShazo commented on the timing of Marin Transit and Golden Gate Transit's service at the Redwood Boulevard and Grant Avenue bus stop in Novato.

Kate Powers expressed appreciation for staff's investigation of Marin Access' ridership. She suggested that staff analyze Vivalon's services and look at how Marin Access' services interact with volunteer services.

Mr. DeShazo asked to discuss the scheduling of buses at the Redwood Boulevard and Grant Avenue bus stop.

President Rice said they had received Mr. DeShazo's comments on scheduling at the Redwood Boulevard and Grant Avenue bus stop. She invited staff to respond.

Mr. Betts stated that five of the District's routes serve the Redwood Boulevard and Grant Avenue bus stop. He asked Mr. DeShazo which of the District's routes he was referring to. He explained that at Redwood Boulevard and Grant Avenue, schedules change throughout the day. Unlike at the San Rafael Transit Center, there is not a perfect clockface headway at Redwood Boulevard and Grant Avenue. Golden Gate Transit's Route 101 may arrive at Redwood Boulevard and Grant Avenue at different intervals throughout the day. The District and Golden Gate Transit's schedules may align differently throughout the day.

President Rice requested that Mr. DeShazo follow up with staff to let them know the specific routes he is concerned with. President Rice commended Mr. Carroll's comment regarding riders using modes of transportation separate from Marin Access. President Rice suggested the District may be losing riders to other services, so that riders can get where they need to be.

**Recommended Action: Approve.**

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

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

Noes: None

Absent: None

Abstain: None

6. [Marin Transit Annual Comprehensive Financial Report for FY 2022/23](#)

[Staff Report](#)

Accounting Manager Karina Sawin thanked the District's Finance department for their work on the Annual Comprehensive Financial Report (ACFR). Ms. Sawin introduced the ACFR and noted that the firm Maze & Associates completed the District's audit. Ms. Sawin announced that Maze & Associates presented a clean or unmodified opinion at the November 6, 2023 meeting of the Audit Ad Hoc Committee and found no material deficiencies or weaknesses. Ms. Sawin pointed out a text error in the report's Management's Discussion and Analysis section. The District ended the fiscal year in a strong financial position, with a fully funded reserve equal to six months of operating expenses, and with a net position of \$84.4 million. There was a four percent increase in Capital assets in Fiscal Year 2022/23.

Second Vice President Lucan announced he was a member of the Audit Ad Hoc Committee and commended the District's staff. He said that although the audit is routine, the staff and fiscal picture are valuable.

Vice President Colbert stated he was a member of the Audit Ad Hoc Committee and seconded Second Vice President Lucan's commendations.

President Rice called for public comment.

Daniel DeShazo said he understood staff's response regarding the scheduling at the Redwood Boulevard and Grant Avenue bus stop.

President Rice noted that they had moved onto the next agenda item and requested that Mr. DeShazo separately follow up with staff with a specific comment.

Mr. DeShazo commented that the southbound signage at the bus stop in Novato works well, however the northbound signage has never worked.

President Rice stated that Mr. DeShazo's point regarding the signage was related to the financial report, as the signage is a Capital investment.

**Recommended Action: Accept report.**

M/s: Vice President Colbert – Director Bushey

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

Noes: None

Absent: None

Abstain: None

7. [Annual School Transportation Services Report](#)

[Staff Report](#)

Director of Operations & Service Development Robert Betts reported that the Annual School Transportation Services report would be expanded compared to previous years. Mr. Betts reviewed the types of home-to-school transportation services in Marin County: Yellow Bus, Public Transit, and Supplemental Public Transit. He summarized the key findings of the District's 2015 Coordinated School Transportation Study. Mr. Betts listed which transportation programs are offered in Marin County's schools and school districts. He provided data on student ridership for the District's Yellow Bus programs and public transit. He explained how much of the District's ridership had been comprised of different types of youth and student riders for the last 10 years. Mr. Betts reported on youth and student ridership for each of the District's routes.

Senior Operations Analyst Christopher Whitlock explained the two types of flash pass options for students and youth: the Youth Pass and the College of Marin card. He reported on 2022/23 Youth Pass participation by each of Marin County's school districts. Mr. Whitlock outlined Measure AA and the District's role in facilitating the distribution of funding for the Yellow Bus program. He reviewed the 2023/24 Ross Valley Yellow Bus program.

Second Vice President Lucan highlighted that 96 percent of Youth Pass riders receive free Youth Passes. He said the revenue from youth fares seemed low. He stated that he was not sure how much the District spent on fare collection, pass validation, and renewing passes, and wondered if youth fares were worth the resources staff spent. He asked what the cost distribution is between the District and school district's contributions to the Yellow Bus program.

President Rice noted that not all Yellow Bus programs are funded the same way.

Mr. Betts responded that the District requires a 20 percent local match for all its Yellow Bus programs. The 20 percent match can come from the school district's funds and state funds.

President Rice added that cities and towns participate as well.

Mr. Betts explained that the District then contributes Measure AA funds, and fares make up the balance. Program costs vary between school districts. For school districts in Sausalito and Marin City, transportation costs less for students, and the school district picks up the balance.

Second Vice President Lucan asked how much of each school district's funding comes from the school districts, fares, and the District.

Mr. Betts stated that the District requests that information annually.

Mr. Whitlock said the information is a part of the annual certification of eligibility.

Second Vice President Lucan requested that the information be distributed. He explained that in Novato, Supplemental School Routes serve middle schools and high schools. No buses serve elementary schools. Novato Unified School District is one of the lowest-funded school districts in Marin County. They previously had to cut their bus service, and therefore never had a service the District could match. Second Vice President Lucan said he was not sure how Novato Unified School District could start a new bus service, however; the District has provided funds to school districts that maintained bus service longer than Novato Unified School District, therefore school districts who had to cut their bus service have been left out. Novato youth take less bus trips than anywhere else in Marin County. Second Vice President Lucan emphasized the importance of distributing funds equitably. By providing a breakdown of funding sources, The District could create a model for other school districts to start a pilot or introductory program.

Director Sackett pointed out that Dixie Elementary School was renamed Lucas Valley Elementary School and still receives bus service. She asked how students apply for the Youth Pass and wondered if students can use the Youth Pass outside of home-to-school transportation. She suggested some parents may not know about the Youth Pass, as she has not seen much outreach done.

Mr. Whitlock responded that staff rely on school coordinators to help facilitate outreach on the Youth Pass. The school coordinators process the passes and determine free Youth Pass eligibility.

Director Sackett clarified she was requesting information on outreach regarding the paid Youth Pass as well as the free Youth Pass.

Mr. Whitlock said many schools have access to financial data, such as which students receive free and reduced-cost lunches, so the schools determine which students must pay for passes. The schools distribute applications based on that information. The Youth Passes may be used by youth for transportation to and



from school, or any other activity. There is no limit to how many times each pass may be used during its duration.

Mr. Betts added that interest in Youth Pass program varies between schools in Marin County. If a school has its own Yellow Bus program, they do less outreach on the Youth Passes, even in well-served areas like Tiburon. Other districts, like Novato Unified School District, rely heavily on public transportation. When staff exchange schedule and application information with school coordinators, some schools send information to families as part of a welcome packet. Most passes are distributed for free, so low-income families are emphasized in outreach.

Director Sackett suggested there may be an opportunity to do additional outreach on the Youth Pass application process. Messaging could be tweaked to focus additionally on non-school trips and paid passes. She noted that the Miller Creek School District lost many of its buses and drivers several weeks into the schoolyear. As a result, crossing guard demand increased. Director Sackett suggested there should be a conversation with schools and the Transportation Authority of Marin (TAM) about funding, as they have been asked if the funding for transportation could be redistributed for funding crossing guards.

Mr. Betts said that their study had prioritized every public school site in Marin County for transportation services. Some schools are set up for students to walk and bike to school, whereas other schools have a barrier such as a highway. The study suggested that transportation should be prioritized for schools with barriers, for safety and efficiency. Resources may be distributed differently based on how students travel to each school.

Director Rodoni asked if school districts with their own Yellow Bus programs are eligible for funding from the District.

Mr. Betts said they are.

Director Rodoni pointed out that on the report he did not see schools with their own Yellow Bus programs.

Mr. Betts responded that only schools in urbanized areas of Marin County were included in the report.

Director Rodoni noted that Lagunitas School District appeared in the report as a Youth Pass distributor.

Mr. Betts said he did not think Lagunitas School District had a Yellow Bus program anymore.

Director Moulton-Peters observed that the 2015 Coordinated School Transportation Study was nearly 10 years old. She stated that TAM should be involved in school service conversations. TAM will have their six-year Measure AA discussion soon. Director Moulton-Peters suggested the Countywide Transportation Plan should have some emphasis on school service, as 25 percent of morning traffic in Marin County is school traffic. She expressed concern regarding school bell times. Director Moulton-Peters said staff should list the areas served by Tamalpais Union when referencing it in future reports.

Vice President Colbert asked why the report stated that public transit does not serve Ross Valley School District.

Mr. Betts corrected the report and noted that the Supplemental School Routes do serve Ross Valley School District.

Vice President Colbert expressed appreciation for staff's customer service efforts.

President Rice emphasized the Board members' points about viewing school services with a more comprehensive lens. She noted how the District's programs for schools had evolved over time and compared the District's Yellow Bus program to other locations' programs. She said that the annual Measure AA allocation was \$750,000 with a carryforward that had brought it up to \$1 million. She added that annually, each bus costs almost \$100,000. President Rice explained that the Ross Valley School District program had about four buses, and Tiburon had about nine, so Measure AA provides a piece of the total funding. She noted that for areas trying to expand to a Yellow Bus program, funding, staffing, and capacity for vehicles are constraints. She said that school-related traffic is an issue that should be addressed. She expressed appreciation for the amount of youth that the District transports, especially with Supplemental School Service. She encouraged lobbying for the larger and lower-funded school districts which have historically relied on State funding for transportation.

**Recommended Action: Accept report.**

8. [Fare Collection Study Update](#)

[Staff Report](#)

General Manager Nancy Whelan introduced the eighth agenda item as part of an ongoing series about fares. She said there will be additional presentations on the topic in the future.

Director of Planning Cathleen Sullivan noted that staff planned to respond to the questions that the Board had asked at the previous Board meeting at the January

8, 2024, Board meeting. She added that staff had completed their rider survey and were processing the results. Ms. Sullivan explained the context, objectives, and goals of the Fare Collection Study. She listed the phases of the Study. Ms. Sullivan outlined the peer agency interviews that staff held with five agencies who use Clipper, and three agencies who do not use Clipper. She presented information on Clipper adoption amongst the District as well as five other Bay Area transportation agencies. Of the listed agencies, County Connection had the highest level of Clipper adoption. Ms. Sullivan explained reasons why agencies may have high or low Clipper adoption. She reported on lessons staff had learned, including remaining challenges.

Ms. Sullivan reviewed the evaluation criteria and goals that staff had considered while evaluating farebox technology. She summarized and compared the three farebox technology packages that staff are investigating. The fareboxes would collect cash next to the Clipper card readers. Ms. Sullivan acknowledged the Board's concerns regarding the costs of fare collection. She reported that staff currently were leaning toward the Drop Box farebox technology, although they still had more information to collect. The finalized evaluation and official recommendation will be brought to the Board in 2024. Ms. Sullivan invited the Board's feedback so that staff may consider it in their evaluation. She provided a timeline of the Fare Collection Study's phases. She listed the next steps of the Study and requested input from the Board.

Director Moulton-Peters asked how larger transportation agencies are addressing their unbanked riders.

Ms. Sullivan reported that AC Transit was the original adopter of Clipper, about 20 years ago. AC Transit's Clipper adoption rate is at 63 percent, and they have worked to increase adoption. When staff discussed barriers to Clipper adoption with AC Transit, AC Transit reported that sometimes, funds are not immediately available on Clipper cards. Clipper 2.0 will eliminate that barrier and present additional payment options. Riders will be able to pay with any type of payment card, including prepaid debit cards. Agencies anticipate some riders will continue to pay with cash after the implementation of Clipper 2.0.

Second Vice President Lucan asked what will happen to remaining funds on Clipper cards once agencies implement Clipper 2.0.

Ms. Sullivan stated she was unsure if agencies will be able to account for unused funds, and suggested they will likely be able to.

Second Vice President Lucan asked if Clipper card funds expire.

Ms. Sullivan suggested Clipper card funds may not expire. She explained there will be a marketing initiative to educate riders on how to pay with Clipper 2.0.

Ms. Whelan asked if Second Vice President Lucan was concerned about change cards.

Second Vice President Lucan confirmed he was.

Ms. Whelan said staff were unsure what would happen to change cards when Clipper 2.0 is implemented.

Second Vice President Lucan suggested there may be a way to convert the change cards. He stated that with Clipper 2.0, riders will be able to pay with a smartphone or a card with a chip on it. The fareboxes will support cash fare payment. He reported that he agreed with staff's suggestion of adopting the Drop Box farebox technology, as sometimes the option involving less technology is the best option, such as with the fareboxes. Second Vice President Lucan stated that a simple farebox option would combine well with Clipper's technology. He expressed appreciation for staff's work.

Director Bushey asked if staff could consider Clipper's value from the customer's perspective, as a rider may not see value if there is a delay in funds appearing on their Clipper card. She suggested staff should investigate how they can make cash payment easier and more effective. Riders who pay with cash may face financial challenges, so staff should focus on facilitating their experience. Change cards may not be a realistic option for riders who need the change card amount to purchase other necessities. Director Bushey suggested that the installation of change machines at the San Rafael Transit Center may be helpful to facilitate cash payment.

Ms. Sullivan said there will be programs, for example a regional free and discounted transfer program, that riders will only be able to access through Clipper. Those programs will not be able to be replicated in the cash fare system. Staff will ensure that riders who continue to pay with cash are not disadvantaged by the discontinuation of the current fareboxes. Through the fare policy, staff will approach fares in the most equitable way possible.

Director Bushey said that with an expanded view of riders who pay with cash, staff should make it as easy, convenient, and financially feasible as possible.

Director Sackett expressed concern regarding the costs and potentially predatory nature of gifted debit cards. She suggested staff should account for how credit card companies collect funds. She asked if the Drop Box farebox technology would be able to account for incentives, discounts, and transfers on cash fares.

Ms. Sullivan responded that senior fares and other discounts would continue. She explained that the fare policy will determine which discounts will be available. Staff will verify with Clipper that they will be able to continue to offer paper products. The paper products may convert to a flash pass. Staff hope to be able to transfer riders who receive discounts to Clipper. Those riders would be able to use their discounts with other agencies. While the District cannot control other agencies' fare policies, the discounts would still apply.

Ms. Whelan requested that Ms. Sullivan explain fare accumulation.

Ms. Sullivan said that with Clipper 2.0, there will be a pay-as-you-go system where riders will pay for each ride, until the amount they have spent equals the price of a monthly pass. After that point, riders will not need to pay for rides for the remainder of the month. That system will replace the current system, where riders pay the full price of the pass upfront each month.

Director Bushey asked how riders would pay for the pay-as-you-go system.

Ms. Sullivan clarified that riders would only be able to participate in that program if they have a Clipper card.

Director Bushey asked if riders would have to have funds preloaded on their Clipper card.

Ms. Sullivan confirmed they would.

Director Casissa asked if the Drop Box farebox technology would ultimately reduce staff's ability to collect data.

Ms. Sullivan explained that the Drop Box farebox would collect less data than the District's current fareboxes, however data collection would be supplemented by an additional system, such as a driver tally or an automated passenger counter. The new system would collect an equivalent or higher amount of data.

Director Casissa asked what goal staff have for Clipper adoption.

Ms. Sullivan stated that staff do not have a target number, however they hope Clipper card usage will climb over time. She noted it will take time to educate riders and increase Clipper card usage.

Director Casissa suggested that while educating riders, staff should assess the Clipper application process. He recounted his experience with applying for a senior Clipper card.

Ms. Sullivan reported that staff are considering assisting riders with applications in-person, at senior housing complexes. Although there will still be an application process for riders, staff are investigating how they can directly get Clipper cards into riders' hands and remove barriers.

Director Casissa explained that when he received his senior Clipper card, he was charged \$5 when he transferred his Clipper card funds to his senior Clipper card. He stated it was not economically feasible, although it was out of the District's control. He suggested staff should take the transfer fee into consideration.

Ms. Sullivan replied that she will find out if the transfer fee will be the same under Clipper 2.0.

President Rice said she trusts staff's evaluation of farebox technology, and it is apparent that there must continue to be an option for cash fares. There will always be riders who need to pay with cash, and they should not be forgotten. There is a separate effort for more riders to start paying with Clipper, however staff should expect that there will be riders who do not use Clipper, and those riders should be supported.

**Recommended Action: Discussion item.**

**Adjourn** President Rice adjourned the meeting at 11:55 AM

SINE DIE

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PRESIDENT

ATTEST:

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CLERK



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### Board of Directors

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**Maribeth Bushey**

Director  
City of San Rafael

**Fred Casissa**

Alternate  
Town of Corte Madera

January 8, 2024

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 as a part of their services. The attached monthly reports for November and December 2023 provide an overview of federal transportation activity including federal budget information, funding award announcements, grant opportunities, and regulatory announcements.

**Fiscal/Staffing Impact**

None.

Respectfully Submitted,

Nancy Whelan  
General Manager

**Attachment A:** Federal Update November 2023

**Attachment B:** Federal Update December 2023

## Congress Passes Continuing Resolution

Before departing Washington, D.C. for the Thanksgiving holiday, Congress passed a [Continuing Resolution](#) (CR) to allow the federal government to remain funded beyond the November 17<sup>th</sup>. The new CR takes a laddered approach to extending federal funding:

- Extends the agencies funded under the below bills through **January 19<sup>th</sup>, 2024**:
  - Agriculture-FDA
  - Energy and Water
  - Military Construction-Veterans Affairs
  - Transportation-Housing and Urban Development
  
- Extends agencies funded under the below bills through **February 2<sup>nd</sup>, 2024**:
  - Commerce-Justice-Science
  - Labor-HHS-Education
  - Defense
  - Financial Services
  - Homeland Security
  - Interior-Environment
  - Legislative Branch
  - State-Foreign Operations

In addition to extending current funding levels for federal agencies, the CR also includes extensions for the following programs:

- Health programs, including funding for community health centers and delay of Medicaid payment cuts to disproportionate share hospitals through January 19<sup>th</sup>
- TANF through February 2<sup>nd</sup>
- NFIP through February 2<sup>nd</sup>
- Farm bill programs through September 30<sup>th</sup>

## 2024 Congressional Calendar Released

The House and Senate released their anticipated schedules for 2024. Since it is an election year, in addition to the traditional August recess, Congress will also be in recess the month of October. A combined copy of the calendars can be found [HERE](#).



## Ten Additional Members of Congress Announce Retirement

In November, there was an uptick in the number of Members of Congress announcing their intent to retire at the end of the 118<sup>th</sup> Congress. Senator Joe Manchin (D-WV) and Representatives Anna Eshoo (D-CA), Tony Cárdenas (D-NY), Ken Buck (R-CO), Dan Kildee (D-MI), George Santos (R-NY), Brad Wenstrup (R-OH), Michael Burgess (R-TX), Kay Granger (R-TX), and Derek Kilmer (D-WA) announced they will not seek reelection in 2024. For California, there are six Members that will not be serving in the next Congress. Representatives Napolitano, Cardenas and Eshoo are retiring while Representatives Lee, Porter and Schiff are all giving up their House seats to run for the Senate.

## Bipartisan Infrastructure Law Turns Two

November 15<sup>th</sup> marked the two-year anniversary of the Bipartisan Infrastructure Law (BIL) becoming law. Since that time, the BIL has provided \$400 billion in funding for more than 40,000 projects across over 4,500 communities in all 50 states. The Department of Transportation estimates that an additional \$131 billion will be awarded in 2024, followed by \$134 billion in 2025 and \$136 billion in 2026, the final year of the 5-year BIL period. In concert with the anniversary the White House released an updated technical assistance guide and other related tools to help local governments better navigate programs under BIL. The updated tools include:

- [Technical Assistance Guide](#)
- [State-by-State Fact Sheets](#)
- [Interactive Map of Projects](#)

## EPA Releases \$2 Billion NOFO for Community Change Grants

The Environmental Protection Agency (EPA) released a \$2 billion [Notice of Funding Opportunity](#) (NOFO) for the Environmental and Climate Justice Community Change Grants Program, authorized in the Inflation Reduction Act (IRA). Funding will support projects that promote climate resiliency and adaptation, mitigate climate and health risks, monitor and prevent indoor and outdoor pollution, implement infrastructure upgrades, and develop workforce initiatives. Applications are accepted on a rolling basis through November 21, 2024. There are two application tracks:

- **Community-Driven Investments for Change:** EPA expects to award \$1.96 billion for 150 projects, totaling between \$10 and \$20 million for each awardee.
- **Meaningful Engagement for Equitable Governance:** EPA expects to award \$40 million for 20 projects, totaling between \$1 and \$3 million for each awardee.

## Federal Funding Opportunities & Announcements

**DOT Publishes \$1.5 Billion RAISE Grant NOFO.** DOT published a \$1.5 billion [NOFO](#) for the FY 2024 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program. The program supports municipalities, tribal governments, counties, and

other eligible entities in completing critical freight and passenger transportation infrastructure projects. Applications are due February 28<sup>th</sup>.

**FHWA Publishes PROTECT Formula Q&A.** FHWA published a [questions and answers \(Q&A\) document](#) to provide guidance on the eligible highway projects funded under the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program. PROTECT was created by BIL and is a hybrid formula and competitive grant program to help with surface transportation resiliency. The first round of PROTECT grants are currently under review at DOT.

**FHWA Publishes Updated Pedestrian and Bicycle Funding Opportunities Table.** FHWA published an updated [Pedestrian and Bicycle Funding Opportunities Table](#) that highlights new grant opportunities and projects like charging stations for electric bikes and scooters, public outreach and awareness, and technical assistance.

**FTA Publishes Innovative Coordinated Access and Mobility NOFO.** The Federal Transit Authority (FTA) published a [NOFO](#) for \$4.7 million for the Innovative Coordinated Access and Mobility pilot program. This funding opportunity seeks to improve coordination to enhance access and mobility to vital community services for older adults, people with disabilities, and people of low income. As required by federal public transportation law, funds will be awarded competitively as grants to finance innovative mobility management capital projects that will improve the coordination of transportation services and Non-Emergency Medical Transportation services. Applications are due February 13<sup>th</sup>.

**NOAA Releases Climate-Ready Workforce NOFO.** NOAA released a [NOFO](#) for \$10 million for the Climate-Ready Workforce for Coastal States and Territories Competition. The competition will fund community partnerships that focus on training and placing individuals into climate resiliency jobs. Applications are due February 13<sup>th</sup>.

## Federal Agency Personnel & Regulatory Announcements

**White House Publishes GHG Emissions Tracking Plan.** The White House Greenhouse Gas Monitoring and Measurement Interagency Working Group published the [“National Strategy to Advance an Integrated U.S. Greenhouse Gas Measurement, Monitoring, and Information System.”](#) The plan aims to streamline the federal government’s greenhouse gas (GHG) emission tracking efforts by improving coordination between federal agencies that monitor GHG emissions.

**CEQ Issues Environmental Justice Scorecard RFI.** The Council on Environmental Quality (CEQ) released a [Request for Information](#) (RFI) on Phase One of the Environmental Justice Scorecard to inform further development. The RFI solicits feedback on improving the Scorecard, additional metrics to measure progress, and qualitative information preferences. Comments are due January 19<sup>th</sup>.

**DOE and Partners Launch Electric Transportation Grid Planning Tool.** DOE, along with several partners including EPRI, DOE National Labs, RMI, truck and car

manufacturers, and fleet operators, released [eROADMAP](#), an interactive online resource intended to help electric power companies and industry stakeholders effectively plan for the power and infrastructure needed to serve light-, medium-, and heavy-duty electric vehicles (EVs). The tool allows users to explore how quickly EVs are expected in different regions and identifies energy needs across the U.S. at the individual feeder level—where critical utility planning occurs. To highlight both near-term and future energy needs, eRoadMAP incorporates the electrification plans of critical industry stakeholders as well as the future energy needs to support full electrification of the on-road transportation sector.

**DOT Publishes RFI on Accessibility Improvements for Transportation Facilities.**

DOT published an [RFI](#) on whether the Department should amend the accessibility requirements for transportation facilities under the Americans with Disabilities Act of 1990 (ADA) currently contained in Appendix A to DOT's regulations governing transportation services for individuals with disabilities. DOT is seeking suggestions from all transportation stakeholders on enhancements that the Department could consider regarding the ADA standards for transportation buildings and facilities. The Department specifically seeks feedback on areas including, but not limited to vertical access, communications, and wayfinding. The Department also invites comment on any other aspects of the current accessibility requirements for transportation facilities under the ADA contained in DOT's regulations governing transportation services for individuals with disabilities. Comments are due January 5<sup>th</sup>.

**DOT Publishes 2022 Survey of Equity Practices in the Transportation Planning Process.**

DOT published a [2022 Survey](#) of State DOTs and Metropolitan Planning Organizations (MPOs) to understand how these agencies consider equity in transportation planning and programming activities. Based on the analysis of survey responses, DOT set the baseline for the KPI at 6% (3/52) of State DOTs and 20% (42/214) of Transportation Management Area (TMA)-Serving MPOs self-report that they have an equity screening component in their transportation planning and programming processes for all funding sources.

**FEMA and CISA Release Cyber Incidents Planning Guidance.**

The Federal Emergency Management Agency (FEMA) and the Cybersecurity and Infrastructure Security Agency (CISA) released an [incident planning guide](#) for emergency managers. The guide provides state, local, tribal, and territorial emergency managers with knowledge of cyber incidents to promote cyber preparedness efforts in their jurisdictions. It is intended to support emergency management personnel collaboratively prepare for a cyber incident and support the development of a cyber incident response plan.

**FHWA Publishes Updated CMAQ Applicability Tables.**

The Federal Highway Administration (FHWA) published the [Mid-Point Applicability Determination](#) for the Congestion Mitigation and Air Quality Improvement Program (CMAQ) Traffic Congestion and CMAQ On-Road Mobile Source Emissions Measures on its Congestion Mitigation and Air Quality program website. These performance measures are required for certain State DOTs and MPOs under the Moving Ahead for Progress in the 21st Century Act and

the Fixing America's Surface Transportation (FAST) Act. As required in 23 CFR Part 490.105(e)(8)(iii) and (e)(9)(v), FHWA published the updated October 1, 2023, applicability tables to reflect changes that occurred after October 1<sup>st</sup>, 2021, and on or before October 1<sup>st</sup>, 2023, as of the mid-point of the second performance period.

**FHWA Publishes MPO CMAQ Target Setting and Reporting Fact Sheet.** FHWA published a new [Metropolitan Planning Organization \(MPO\) Congestion Mitigation and Air Quality Improvement \(CMAQ\) Program Target Setting and Reporting Fact Sheet](#). The fact sheet assists MPOs to understand reporting requirements, target setting process and timeline.

**FHWA Publishes GHG Performance Measure Final Rule.** FHWA published a [final rule](#) that establishes a greenhouse gas (GHG) performance measure for State Departments of Transportation (State DOTs) and Metropolitan Planning Organizations (MPOs). The measure is part of the National Highway Performance Program and assesses the percent change in carbon dioxide (CO<sub>2</sub>) emissions on the National Highway System relative to 2022 levels (23 CFR 490.507(b)). The rule is effective on December 23<sup>rd</sup>.

**FHWA Publishes RFI on the Status of the EV Charger Industry.** On February 21<sup>st</sup>, 2023, FHWA established a BABA implementation plan by publishing a temporary public interest waiver of Buy America requirements for steel, iron, manufactured products, and construction materials in electric vehicle (EV) chargers. This short-term, temporary waiver was structured to enable EV charger acquisition and installation to immediately proceed while also ensuring the application of Buy America to EV chargers by the phasing out of the waiver over time. While promulgating the final waiver, FHWA announced that it would conduct biannual RFIs to receive information on the status of the EV charger industry. [Requests for comment](#) include, but are not limited to, the number of chargers recently produced by EV charger manufacturers, projections on chargers expected to be produced, and the number of EV chargers recently purchased by recipients of Federal financial assistance and projected to be purchased by recipients of Federal financial assistance soon. Comments are due December 26<sup>th</sup>.

**FTA Publishes New Disposition Method for TOD/Affordable Housing.** FTA [published interim guidance](#) to implement a new provision in law that permits transit agencies to use their real property to support transit-oriented development (TOD) that includes affordable housing. The guidance will also be incorporated into the next update to FTA's Award Management Requirements Circular.

**FTA Announces Release of 2022 NTD Data.** FTA has announced that the National Transit Database (NTD) is now [updated with 2022 data](#). In addition, the data release includes several new features, including:

- 2022 Single Summary of Transit, which presents an overview of U.S. transit that highlights trends and key transit metrics over the last decade in an easy-to-read format.
- New fields in data products.

- Enhanced Database File Dictionary that lists fields included across all NTD Database Files, their definitions, and their sources in the NTD Database, improving searchability.

**FTA Opens Phase 3 of the Sustainable Transit for a Healthy Planet Climate Challenge.** FTA opened [Phase 3 of the Sustainable Transit for a Healthy Planet Climate Challenge](#) which encourages actions to further reduce greenhouse gas (GHG) emissions from public transportation. Phase 3 focuses on incorporating resilience into transit agencies' climate action plans, helping to protect infrastructure, while improving mobility. Challenge participants will continue to receive technical assistance from FTA in developing their plans and strategies. New, existing, or updated plans submitted by March 1<sup>st</sup> are eligible for recognition during FTA's Earth Day celebratory event scheduled for April 2024.

**FTA Publishes SSO NPRM.** FTA has issued [an NPRM](#) that would revise the State Safety Oversight (SSO) regulation to implement new requirements of the Bipartisan Infrastructure Law (enacted as the Infrastructure Investment and Jobs Act (IIJA)), remove outdated references, and simplify notification requirements. Comments are due January 16<sup>th</sup>.

**FTA Seeks Input for Strategic Research Plan.** FTA is seeking [comments](#) on ways research, technology and innovation can help make public transit safer, cleaner, greener, more resilient, and more equitable. FTA is seeking comments from various stakeholders including:

- representatives within the industry;
- community organizations representing the transportation needs and interests of people with disabilities;
- organizations and groups with an interest in mobility, sustainability, and transit; and
- people with ideas or interest in this topic.

Comments are due January 5<sup>th</sup>.

**FTA Updates Spare Ratio Policy FAQ.** FTA updated [its frequency asked questions \(FAQ\)](#) to clarify guidance on its spare ratio policy, which ensures that grant recipients operate within prudent financial management guidelines and do not use federal funds to acquire rolling stock until needed.

## ## ##

## Fiscal Year 2024 Appropriations Update

Congress left Washington, D.C. for the holiday recess without making further progress on finalizing the Fiscal Year (FY) 2024 appropriations bills. Currently, the federal government is being funded through a laddered Continuing Resolution (CR), which divided the twelve appropriations bills into the following two groups with two distinct deadlines:

- Extends the agencies funded under the below bills through **January 19<sup>th</sup>, 2024:**
  - Agriculture-FDA
  - Energy and Water
  - Military Construction-Veterans Affairs
  - Transportation-Housing and Urban Development
  
- Extends agencies funded under the below bills through **February 2<sup>nd</sup>, 2024:**
  - Commerce-Justice-Science
  - Labor-HHS-Education
  - Defense
  - Financial Services
  - Homeland Security
  - Interior & Environment
  - Legislative Branch
  - State-Foreign Operations

With the Senate scheduled to return to Washington on January 8<sup>th</sup>, and the House on January 9<sup>th</sup>, Members will have a short timeline to take action on the FY24 appropriations bills. If action is not taken, a partial government shutdown could occur on January 19<sup>th</sup>.

## DOT Modal Administrators Appear Before Congress

On December 14<sup>th</sup> the Highways & Transit Subcommittee of the House Transportation and Infrastructure Committee held a multi-hour hearing on the 'Oversight of the Infrastructure Investment and Jobs Act: Modal Perspectives'. This was the first hearing featuring the modal administrators and offices under the jurisdiction of the Subcommittee since 2019. The themes of the questions from Subcommittee members ranged from criticizing the Administration's climate actions such as GHG reduction goals; concern about FMCSA regulations governing truck speed; the CA high-speed rail project; safety issues; electric vehicle charging challenges; streamlining NEPA and project delivery; and first/last mile service challenges for transit. The witnesses were:

- Carlos Monje, Undersecretary for Transportation Policy
- Shailen Bhatt, Administrator, Federal Highway Administration
- Nuria Fernandez, Administrator, Federal Transit Administration
- Robin Hutcheson, Administrator, Federal Motor Carrier Administration
- Ann Carlson, Acting Administrator, National Highway Traffic Safety Administration

An archived recording of the hearing and written testimony can be viewed [HERE](#).

## OMB Releases Fall 2023 Regulatory Agenda

The White House Office of Management and Budget (OMB) released the [Fall 2023 Regulatory Agenda](#). The agenda, released twice a year, lays out the regulations federal departments and agencies plan on working on over the course of the next six months.

## FRA Announces \$8.2 Billion in Fed-State National Program Grant Awards

The Federal Railroad Administration (FRA) [announced](#) \$8.2 billion for 10 passenger rail projects through the Federal State Partnership for Intercity Passenger Rail (Fed-State National) Program. The program will fund high-speed rail corridors and fund improvements to existing rail corridors for expanded service and performance. Funded projects include:

- Alaska – Alaska Railroad Corporation Milepost 190.5 Bridge Replacement Project (\$8.2 million)
- California – California Inaugural High-Speed Rail Service Project (\$3.07 billion)
- Illinois – Chicago Union Station Mail Platform Reactivation Project (\$49.6 million)
- Illinois – Chicago Union Station Platform Capacity Expansion & Trainshed Ventilation Improvement Project (\$44 million)
- Maine – Downeaster Corridor Track Improvement Project (\$27.5 million)
- Montana – Malta Corridor Operational Enhancement Project (\$14.9 million)
- Nevada – Brightline West High-Speed Intercity Passenger Rail System Project (\$3 billion)
- North Carolina – Raleigh to Richmond (R2R) Innovating Rail Program, Phases IA and II (\$1.1 billion)
- Pennsylvania – Pennsylvanian Rail Modernization Project (\$143.6 million)
- Virginia – Transforming Rail in Virginia Phase 2 Project (\$729 million)

## FHWA Releases \$9.7 Billion Bridge Investment Program NOFO

The Federal Highway Administration (FHWA) released a [notice of funding opportunity](#) (NOFO) for \$9.7 billion for FYs 2023 through 2026 as part of the Bridge Investment Program. Qualified projects under the program's Planning and Bridge Projects categories include funding bridge planning, repair, and replacement projects under \$100 million. Of the funding, \$9.62 billion is allotted for Bridge Projects, and \$80 million is allotted for Planning projects. The NOFO also includes updated merit criteria for Bridge Project applicants and updated application templates. Applications for FYs 2023 and 2024 are

due March 19<sup>th</sup>, for FY 2025 are due November 1<sup>st</sup>, and for FY 2026 are due November 1<sup>st</sup>, 2025. [Technical assistance](#) is also available for the program.

## Members of Congress Announce Departures and Retirements

In December, several Members of Congress announced their intent to retire or resign. Most notably, former Speaker of the House Kevin McCarthy (R-CA) announced he will resign from Congress effective December 31<sup>st</sup>. Representative Bill Johnson (R-OH) intends to resign effective March 15<sup>th</sup> to assume the role of President of Youngstown State University. Representative Drew Ferguson (R-GA) and North Carolina Representatives Patrick McHenry (R), Kathy Manning (D), and Wiley Nickel (D) announced their intent to retire at the end of the 118<sup>th</sup> Congress. Additionally, on December 1<sup>st</sup>, the House voted to expel Representative George Santos (R-NY) by a vote 311-114 following the release of a report by the House Ethics Committee. A special election to fill the seat is scheduled for February 13<sup>th</sup>.

## Federal Funding Opportunities & Announcements

**DOT Discretionary Grant Application Tips Webinar.** The Department of Transportation (DOT) hosted a webinar on December 5<sup>th</sup> that spotlighted several new resources to help grantees develop more successful applications for competitive grant programs. The webinar included segments on:

- A new Cost-Benefit Tool that can be used for identifying, quantifying, and comparing expected benefits and cost of an investment, action, or policy. Many DOT grant programs require a benefit-cost analysis; the list can be viewed [HERE](#).
- Updates to the [Rural Grant Application Toolkit](#).
- Tips for including safety elements in grant applications for the Safe Streets for All grant program.

**DOT Announces SS4A Grant Awards.** The Department of Transportation (DOT) [announced](#) \$817 million for 385 projects through the Safe Streets and Roads for All (SS4A) discretionary grant program. The grant awards announced for Round 2 will fund planning and demonstration projects to help cities, counties, metropolitan planning organizations, and tribal governments better understand the safety challenges in their communities, and then begin to identify solutions to make streets, roads, and highways safer for all road users.

**DOT Announces Rural Grant Awards.** DOT [announced](#) \$645.3 million for 18 projects through the Rural Surface Transportation Grant Program. The program provides funding for projects that improve and extend surface transportation infrastructure in rural areas with a population over 200,000.

**DOT Publishes RAV NOFO.** DOT published a [NOFO](#) for \$25 million through the Rural Autonomous Vehicle (RAV) research program. The RAV Program will be used for two awards to accredited non-profit institutions of higher education, or consortia thereof, as



cooperative agreements on a competitive basis, to conduct research and to work with rural and Tribal communities to address the additional challenges of bringing the benefits of responsible integration of automated vehicles and associated technologies for air and surface mobility to rural and Tribal communities. Applications are due March 13<sup>th</sup>.

**EPA Releases \$30.7 Million Water Technical Assistance NOFO.** The Environmental Protection Agency (EPA) released a \$30.7 million [NOFO](#) through the Training and Technical Assistance to Improve Water Quality and Enable Small Public Water Systems to Provide Safe Drinking Water grant program. The program supports technical assistance for small public water systems to achieve and maintain compliance with the Safe Drinking Water Act (SDWA), provide managerial and/or financial assistance for maintaining SDWA compliance, improve water quality at publicly owned small wastewater systems, and provide support to improve water quality for private well owners. Applications are due February 2<sup>nd</sup>.

**EPA Publishes \$2 Billion Community Change Grants NOFO.** EPA published a [NOFO](#) through the Environmental and Climate Justice Community Change Grant Program for the availability of \$2 billion to fund community-driven projects that address climate challenges and reduce pollution while strengthening communities through thoughtful implementation. There will be two tracks of funding under this opportunity. Track I will fund approximately 150 large, transformational community-driven investment grants of \$10 million to \$20 million. Track II will fund approximately 20 meaningful engagement grants of \$1 million to \$3 million. Applications are due November 21<sup>st</sup>; however, EPA will evaluate applications on a rolling basis until that date.

**EPA Awards \$600 Million through Environmental Justice Thriving Communities Grantmaking Program.** EPA [awarded](#) \$600 million to 11 Grantmakers under the Environmental Justice Thriving Communities Grantmaking program. Communities will be able to apply for subgrants through a Grantmaker to fund projects such as small local cleanups, local emergency preparedness and disaster resiliency programs, environmental workforce development programs, fence line air quality and asthma related projects, healthy home programs, and projects that address illegal dumping.

**Forest Service Announces \$20 Million Partnership with American Forests.** The Forest Service [announced](#) a \$20 million partnership with American Forests to organize and scale climate-adapted reforestation over the next five years. American Forests will assist the Forest Service in prioritizing and planning for reforestation needs, bolstering climate-resilient restoration and reforestation planning by expanding nursery production, growing the forestry workforce, and increasing seed collection capabilities.

**FRA Announces Corridor ID Program Grant Awards.** FRA [announced](#) the Corridor Identification and Development (Corridor ID) Program, which awards up to \$500,000 for eligible activities to help fund intercity passenger rail development throughout the country. Selections were divided into four categories:

- New High-Speed Rail – Services planned to operate at speeds of up to 186 mph or greater, primarily, or solely on new, dedicated alignment.
- New Conventional Rail – Services generally planned to operate at speeds up to 79-125 mph, and primarily on existing rail alignments shared with other railroad operations (freight or commuter).
- Existing Routes with Extensions – Existing intercity passenger rail services with planned extensions, operating at speeds of up to 79-125mph and primarily on existing shared rail alignments.
- Existing Routes – Existing intercity passenger rail services with planned improvements to frequencies, trip times, stations, or other characteristics.

**FTA Announces Ferry Grant Awards.** The Federal Transit Administration (FTA) [announced](#) a total of \$220.2 million for 13 projects through the Ferry Service for Rural Communities Program and the Passenger Ferry Grant Program. The grants will help fund projects that replace old vessels, expand fleets, and build new terminals and docks.

**Reclamation Awards \$51 Million through WaterSMART Aquatic Ecosystem Restoration Program.** The Bureau of Reclamation [awarded](#) \$51 million to 18 projects through the WaterSMART Aquatic Ecosystem Restoration Program. Grants will fund the study, design, and construction of ecosystem restoration projects to improve the health of fisheries, wildlife, and aquatic habitats through restoration and improved fish passage.

## Federal Agency Personnel & Regulatory Announcements

**White House Releases Updated List of Programs Covered by Justice40 Initiative.** The White House has released an [updated list of federal programs](#) that are covered by the Justice40 Initiative, a goal set by the administration that 40 percent of the overall benefits of certain federal investments go to disadvantaged communities. The list includes programs funded by BIL and IRA.

**White House Releases Frontiers of Benefit-Cost Analysis Initiative Report.** The White House released its first annual report from the Frontiers of Benefit-Cost Analysis Initiative titled, “[Advancing the Frontiers of Benefit-Cost Analysis: Federal Priorities and Directions for Future Research](#).” The report details how the Initiative will spearhead policy updates to ensure that federal agencies have access to analytical tools and knowledge focused on wildfires and extreme weather, public benefit programs, non-fatal health effects, ecosystem services, information, and transparency. The White House also released a [fact sheet](#) summarizing the report.

**BOEM Announces California Floating Offshore Wind PEIS.** The Bureau of Ocean Energy Management (BOEM) [announced](#) it will conduct a Programmatic Environmental Impact Study (PEIS) on floating offshore wind farms off the California coast. The study will offer mitigation options for the perceived negative impacts of offshore wind development, including addressing impacts to habitats and broader public concerns.

**CDC Updates National Wastewater Surveillance System.** The Centers for Disease Control and Prevention (CDC) [updated](#) the National Wastewater Surveillance System (NWSS). NWSS provides data as an early warning to alert system operators of increasing or decreasing levels infectious diseases in a water system.

**CEQ Publishes RFI on the Environmental Justice Scorecard.** The Council on Environmental Quality (CEQ) published a [request for information](#) (RFI) seeking feedback on Phase One of the Environmental Justice Scorecard, which will inform future versions of the Environmental Justice Scorecard. Comments are due by January 19<sup>th</sup>.

**DOT Establishes ASCR Task Force.** DOT [announced](#) the establishment of the Aerospace Supply Chain Resiliency (ASCR) Task Force. The ASCR Task Force includes representatives from 16 specific industry perspectives. ASCR will identify and assess risks to United States aerospace supply chains, including the availability of raw materials and critical manufactured goods, with respect to major end items produced by the aerospace industry; and the infrastructure of the National Airspace System; and identify best practices and make recommendations to mitigate those risks and support a robust United States aerospace supply chain. ASCR will end when the task force submits its report to Congress.

**DOT Launches Tool to Find Local DOT Contacts.** DOT launched [an interactive tool](#) to connect local officials to DOT offices within their states. The tool includes local staff at federal agencies such as FHWA, FTA, MARAD, and FMCSA. It also includes information for the state DOT, metropolitan planning organization, or local transit agency.

**DOT Launches Transportation Data and Equity Hub.** DOT launched the [Transportation Data and Equity Hub](#). The new hub assists in finding tools, metrics, and data to analyze transportation access. It includes a data explorer where users can search for DOT's equity-related data by category or specific variables.

**DOT Announces New Virtual Program on AAM.** DOT, along with FAA and the DOT Volpe Center will host a virtual program entitled "[Up, Up, and Away: Innovations in Advanced Air Mobility \(AAM\)](#)." The seven-part event series will take place from November 2023 through February 2024. Each forum features leading federal and private sector panelists and is open to the public. The series will consider how to embrace new technologies while ensuring that the aviation system of the future is safer, more efficient, equitable, and sustainable.

**EPA Releases Annual PFAS Report.** EPA released a report entitled, "[EPA's PFAS Strategic Roadmap: Second Annual Progress Report](#)." The report details EPA's implementation of its PFAS Strategic Roadmap and outlines efforts to restrict, remediate, and research per-and polyfluoroalkyl substances (PFAS), centered around protecting public health.

**EPA and USDA Announce Partnership for Rural Wastewater Infrastructure Development.** EPA, USDA, and a network of 25 organizations announced a

strengthened partnership to develop wastewater infrastructure in rural and underserved communities, focused on affordability, modernization, and ensuring safety. The agencies entered into a [memorandum of understanding](#) (MOU) that will "improve the overall performance and management of decentralized systems, continue collaborative efforts on training and certification, promote public awareness and support education on the management of decentralized systems."

**FEMA Releases 2023 National Preparedness Report.** FEMA released the [2023 National Preparedness Report](#). The report details the preparedness of local, state, and federal governments with an emphasis on natural disasters.

**FHWA Releases FY 2021 Transportation Alternatives Annual Report.** FHWA released the [FY 2021 Transportation Alternatives \(TA\) Annual Report](#). The TA set-aside is part of the Surface Transportation Block Grant Program and provides funding for a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities; construction of turnouts, overlooks, and viewing areas; community improvements such as historic preservation and vegetation management; environmental mitigation related to stormwater and habitat connectivity; recreational trails; safe routes to school projects; and vulnerable road user safety assessments.

**FHWA Publishes GHG Final Rule.** FHWA published a [final rule](#) that amends regulations governing national performance management measures and establishes a method for the measurement and reporting of greenhouse gas (GHG) emissions associated with transportation (GHG measure). It requires state departments of transportation (State DOT) and metropolitan planning organizations (MPO) to establish declining carbon dioxide targets for the GHG measure and report on progress toward the achievement of those targets. The rule does not mandate how low targets must be. Rather, State DOTs and MPOs have flexibility to set targets that are appropriate for their communities and that work for their respective climate change and other policy priorities, if the targets aim to reduce emissions over time. The rule is effective January 8<sup>th</sup>.

**FHWA Releases Programmatic Mitigation Planning Guidebook.** FHWA released the [Programmatic Mitigation Planning Guidebook](#). The guidebook identifies the steps State DOTs and MPOs should consider, in coordination with the appropriate resource and regulatory agencies, to develop and implement a programmatic mitigation plan (PMP). Additionally, it provides connections to the statutory and regulatory requirements as well as Administration priorities, details the economic and environmental benefits of using PMPs, and shares best practices and additional resources for developing and implementing such plans.

**FHWA Publishes MPO CMAQ Target Setting and Reporting Fact Sheet.** FHWA [published](#) a new MPO Congestion Mitigation and Air Quality Improvement (CMAQ) Program Target Setting and Reporting Fact Sheet. The fact sheet assists MPOs to understand reporting requirements, target setting process and timeline.

**FHWA Releases 11<sup>th</sup> Edition MUCTD.** FHWA released the 11<sup>th</sup> Edition of the [Manual on Uniform Traffic Control Devices for Streets and Highways](#) (MUCTD). The updated manual includes information to improve safety for pedestrians, bicyclists, and road users. It is the national standard for traffic signs, signals, and pavement markings that ensures a uniform and predictable environment on roadways.

**Forest Service Announces National Forest Land Management Plan Amendment.** The Forest Service announced an [amendment](#) to all 128 forest land management plans, in accordance with [Executive Order 14072](#), to conserve and steward old-growth forests on national forests and grasslands. The proposed amendment will require use of the best available science to provide consistent direction related to old-growth forest conditions. Comments are due February 2<sup>nd</sup>.

**FRA Publishes Freight Car Safety Standards NPRM.** FRA published a [NPRM](#) that would amend the Freight Car Safety Standards (FCSS) to implement section 22425 of the Infrastructure Investment and Jobs Act (Act). The Act places certain restrictions on newly built freight cars placed into service in the United States (U.S.) including limiting content that originates from a country of concern (COC) or is sourced from a state-owned enterprise (SOE) and prohibiting the use of sensitive technology that originates from a COC or SOE. The Act mandates that FRA issue a regulation to monitor and enforce industry's compliance with the standards of the Act. Comments are due by February 6<sup>th</sup>.

**FRA Releases Improving Rail in Rural Communities Webpage.** FRA released its [Improving Rail in Rural Communities](#) web page to provide resources for rural grant applicants as part of DOT's [Rural Opportunities to Use Transportation for Economic Success](#) (ROUTES) Initiative.

**FTA Publishes CY 2024 Drug and Alcohol Random Test Rates.** FTA [published](#) the random drug and alcohol percentage rate for calendar year (CY) 2024. The minimum random drug testing rate will remain at 50% random alcohol testing rate will remain at 10%. FTA requires drug and alcohol testing for transit employees performing safety-sensitive functions and for employers to submit annual drug and alcohol testing reports by March 15<sup>th</sup> of each year.

**FTA Releases Proposed General Directive Regarding Assaults on Transit Workers.** FTA released a [proposed General Directive](#) on Required Actions Regarding Assaults on Transit Workers. The General Directive would require each transit each subject to the Public Transportation Agency Safety Plans (PTASP) regulation to conduct risk assessments related to assaults on transit workers, would require each transit agency to identify safety risk mitigations or strategies based on safety risk assessments, and would require each transit agency to provide information to FTA on their methods of assessing, mitigating, and monitoring the safety risk related to assaults on transit workers within 60 days of the issuance of the final General Directive. Comments are due February 20<sup>th</sup>.

**FTA Extends Comment Period for Hours of Service and Fatigue Risk Management ANPRM.** FTA announced it is extending the comment period deadline for the Transit

Worker Hours of Service and Fatigue Risk Management [advanced notice of proposed rulemaking](#) (ANPRM). Comments are due January 29<sup>th</sup>.

**FTA Extends Comment Period for State Safety Oversight NPRM.** FTA announced it is extending the comment period deadline for the State Safety Oversight [NPRM](#). Comments are now due February 15<sup>th</sup>.

**National Park Service Announces New Pacific West Regional Director.** The National Park Service announced that David Szymanski will serve as Regional Director for the Pacific West Region beginning in January. Szymanski has spent 25 years at NPS and has served as Superintendent of the Santa Monica Mountains National Recreation Area since 2012.

**Reclamation Announces New California-Great Basin Regional Director.** Reclamation announced that Karl Stock has been selected to serve as the new regional director of the California-Great Basin region. Stock will succeed Ernest Conant, who will assume the role of senior advisor to the deputy commissioner for operations.

**Seven Agencies Release MOU on American Climate Corps.** The Departments of Commerce, Labor, DOI, USDA, DOE, EPA, and AmeriCorps entered into an [MOU](#) to serve as a blueprint for the American Climate Corps (ACC). ACC is a workforce development program announced by the Biden Administration to train individuals for clean energy, conservation, and climate related jobs. The MOU includes details on the mission, goals, priorities, and next steps for ACC. Multiple [listening sessions](#) are scheduled throughout January to provide more information on the program.

**Treasury and IRS Release Section 45V Clean Hydrogen Tax Credit NPRM.** Treasury and IRS released a [NPRM](#) for the Section 45V Clean Hydrogen Tax Credit. The NPRM provides definitions of key terms, including lifecycle GHG emissions, qualified clean hydrogen, and qualified clean hydrogen production facility, and includes guidelines that prevent subsidizing hydrogen production with higher lifecycle GHG emissions than allowed by the IRA. Comments will be due 60 days following its anticipated publication in the *Federal Register* on December 26<sup>th</sup>.

**USACE Releases Annual Section 7001 Report for WRDA.** The U.S. Army Corps of Engineers (USACE) released its annual [Section 7001 Report](#) to Congress as part of the Water Resources Development Act (WRDA) development process. The report provides detailed information on future water resource development studies and projects.

## ## ##



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January 8, 2024

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

### **Subject: Update on FY 2023/24 Contracting Opportunities and Awards**

Dear Board Members:

#### **Recommendation**

Information only.

#### **Summary**

At your August 7, 2023 Board of Directors meeting, staff provided a summary of anticipated contracting opportunities for FY2023/24. This report provides an update on contracts that have been awarded this fiscal year to date and upcoming solicitations.

#### **FY 2023/24 Contract Awards**

During the period July 1, 2023 – December 31, 2023, Marin Transit recorded 34 agreements. Of these, three are revenue agreements, and two are non-financial agreements or amendments to existing agreements without financial impacts and one was cancelled before expenditures. The remaining 28 contracts awarded had a total value of \$1.39 million (Attachment A). Your Board awarded eleven contracts for a total value of \$1.2 million. The General Manager has the authority to approve contracts up to \$50,000 and approved a total of sixteen contracts with a total value of \$182,032.

The largest award was for Bus Stop Maintenance with Clean Solutions Services for \$362,000 for a three-year term. Last month your board awarded the purchase and installation of Cradlepoint routers to improve AVL and allow for transit signal priority for \$227,951. The third largest contract was a construction contract for the demolition of the building at 3010/3020 Kerner was awarded for \$156,000. Smaller contract awards were for on call graphics, real estate services and other annual agreements (Attachment A).

#### *FY 2023/24 Contracting Opportunities*

Anticipated contracting opportunities were included in the August 2023 procurement report. These opportunities are also listed on the Marin Transit website. Table 1 provides an updated list of FY2023/24 opportunities along with the procurement status of each opportunity.



**Table 1: FY 2023/24 Contracting Opportunities**

Product or Service	Type of Procurement	Procurement Method	Anticipated Release Date/Status	Contract Value over or under \$1 Million	Federal
Paratransit Parking Facility - Phase 1, Building Demolition	Construction	IFB	Awarded	Under	Yes
On-Call Professional Appraisal Services	Services	RFP	Awarded	Under	Yes
On-Call Graphic Design Services	Services	RFP	Awarded	Under	No
Cradlepoint Routers	Equipment	NASPO	Awarded	Under	Yes
Electric Cutaway	Vehicles	Cooperative Agreement	In progress	Under	No
Muir Woods Shuttle Operations	Operations	RFP	In progress	Over	Yes
Relocation Consultant	Services	RFP	In progress	Under	Yes
Paratransit Parking Facility - Phase 2, Lot Construction	Construction	IFB	FY2024 Q4	Over	Yes
ADA Bus Stop Improvements	Construction	IFB	FY2024 Q4	Over	Yes
Bus Stop Shelters	Equipment	Cooperative Agreement	FY2024 Q3	Under	Yes
CAD/AVL/APC	Software	RFP	FY2024 Q3	Over	Yes
Demand Response Scheduling Software	Software	RFP	FY2024 Q3	Under	No
Data Management	Software	RFP	FY2024 Q4	Under	No
Operation and Maintenance of Local and Rural Fixed Route Service	Operations	RFP	FY2025 Q1	Over	Yes

**Fiscal/Staffing Impact**

None associated with this report.

Respectfully Submitted,

Lauren Gradia  
 Director of Finance and Capital Programs

**Attachment A: FY2023/24 Contract Awards**





Agreement Number	Contract Title	Approval Date	Vendor	Board Approval	Board Awards	Other Awards	Previous Board Authorizations
1180	Data Management Platform - Annual Renewal	7/8/2023	TransTrack Solutions Group	Yes	\$71,093		
1202	Portable toilet rental and cleaning service - Larkspur Ferry	7/12/2023	Mill Valley Refuse Service, Inc	No		\$5,780	
1204	EAP Annual Renewal Agreement	6/23/2023	ESI Employee Assistance Group	No		\$2,600	
1205	License Agreement for Yellow Bus Parking Los Gamos - FY2023/24	6/28/2023	County of Marin	No		\$27,130	
1206	Monthly kitchen cleaning at Marin Transit office.	6/30/2023	MCC Building Maintenance	No		\$1,800	
1207	Not issued						
1208	Real estate advising services	7/14/2023	Greensfelder Commercial Real Estate LLC	No		\$4,905	
1210	Bus Stop Cleaning and Maintenance - Extension	8/7/2023	Clean Solutions Services, Inc.	Yes	\$25,000		
1211	Demolition contract for 3010/3020 Kerner	8/7/2023	Resource Environmental, Inc.	Yes	\$156,000		
1212	Postage Equipment lease	7/20/2023	Pitney Bowes	No		\$3,500	
1213	Currency Pickup - 1 location	7/12/2023	Loomis	No		\$6,810	
1214	On Call Graphics	9/11/2023	Fehr & Peers	Yes	\$75,000		
1215	On Call Graphics	9/11/2023	Brave New Day	Yes	\$100,000		
1216	Porta Potty at Los Gamos	8/22/2023	United Site Services	No		\$509	



1217	Real Estate Appraisal Services	9/11/2023	Bender Rosenthal	Yes	\$50,000		
1218	Real Estate Appraisal Services	9/11/2023	CBRE Valuation & Advisory Services	Yes	\$50,000		
1219	Revenue Agreement						
1220	Copier Lease	8/24/2023	KYOCERA Document Solutions Northern California, Inc.	No		\$18,000	
1221	Revenue Agreement						
1222	Yellow Bus Operations Support	10/5/2023	Tiburon Peninsula Traffic Relief JPA	No		\$25,909	
1223	Riders Guide Printing and Distribution-Amendment	10/2/2023	Consolidated Printers, Inc.	Yes	\$75,600		
1224	Revenue Agreement						
1225	Social Media Software Platform - Amendment	10/2/2023	Sprout Social, Inc.	Yes	\$10,000		
1226	Operations and Maintenance Agreement - Amendment 6 - Rush Landing Usage	10/6/2023	Marin Airporter	No		\$27,000	
1227	11 Bicycle Racks	1/9/2023	SportsWork	No		\$13,771	
1228	Strategic Planning & Staff Development	10/19/2023	Delia and Associates	No		\$25,000	
1229	Bus Stop Maintenance	11/6/2023	Clean Solutions Services, Inc.	Yes	\$362,000		
1230	Canceled						
1231	In-Plant Inspection and Buy America Audit for 7 Gilligs	9/1/2023	VTC	Yes			\$4,760
1232	Downtown Novato Shelter Cleaning	1/1/2040	Downtown Streets Team	No		\$6,522	
1233	Document management	11/6/2023	DocuSign	No		\$4,500	
1234	Maintenance Agreement- Amendment to add stops	11/6/2023	Caltrans	Yes			
1235	Capital Project Management- Amendment	12/8/2023	Fremier Enterprises, Inc	No			
1236	In Draft						



1237	In Draft						
1238	Cradle Point Routers Purchase and Installation	12/4/2023		Yes	\$227,951		
1239	GFI Transfer Tickets	12/26/2023	EDM	No		\$8,295	
	Subtotal Value By Type				\$1,202,644	\$182,032	\$4,760
	<b>Total Awarded Value</b>				<b>\$1,389,436</b>		



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Alternate  
Town of Corte Madera

January 8, 2024

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

**Subject: Interagency Agreement with Golden Gate Bridge, Highway, & Transportation District for Provision of Paratransit Service**

Dear Board Members:

#### **Recommendation**

Approve agreement #1051 with Golden Gate Bridge, Highway, & Transportation District for three years and five months, with three one-year options, beginning on the commencement date of the MCTD Agreement with Transdev, Inc., February 1, 2022.

#### **Summary**

Marin Transit and Golden Gate Bridge, Highway, & Transportation District (Golden Gate Transit), have a longstanding partnership of providing local and regional paratransit services in Marin County. Through this partnership, Marin Transit procures and holds a contract with a third-party service provider for paratransit services that covers the local and regional requirement for complementary ADA services for the two agencies. Subsequently, Marin Transit and Golden Gate have an interagency agreement to outline the roles, and responsibilities of the two agencies in sharing these services and costs. This item is requesting your Board to approve an update to this agreement.

#### **Background**

On September 13, 2021, your Board approved a contract with Transdev, Inc to provide ADA complementary paratransit services. This contract commenced on February 1, 2022, and is currently in its 23<sup>rd</sup> month of service. This contract was procured and awarded in partnership with Golden Gate Transit and allows for provision of complementary local and regional services for both agencies.

Since the start of the new contract, Marin Transit and Golden Gate have been working under amended terms and conditions of a contract signed in 2015 (#151633). The two agencies have recognized that significant changes in the terms, conditions, and compensation format of the new operating agreement with Transdev and the recent changes in our relationship on other contracts



(namely the fixed route services agreement) have created the need to draft a new agreement.

**Discussion**

The attached agreement (#1051) requesting your Board’s approval was developed in partnership with Golden Gate to capture the updated terms of conditions of the partnership in providing complementary ADA paratransit services for Marin County. The new agreement mimics the format and organization of our fixed route agreement with Golden Gate Transit and captures new terms and conditions related to delivery of these services outlined in the new paratransit agreement with Transdev (#1065, signed on September 13, 2021) and the new Golden Gate Transit Interagency Agreement for Fixed Route Services (#1143, signed on October 3, 2022).

The table below summarizes some of the key elements of the agreement.

<b>Term:</b>	<ul style="list-style-type: none"> <li>▪ Three years and five months, commencing February 1, 2022 (coincides with the Contract with Transdev, Inc. for the provision of paratransit services), with three one-year extensions</li> </ul>
<b>Services Provided:</b>	<ul style="list-style-type: none"> <li>▪ Contract oversight for:               <ul style="list-style-type: none"> <li>○ Local paratransit services</li> <li>○ Regional paratransit services</li> <li>○ Other services to support fixed route services in the event that a disabled passenger cannot be transported on fixed route</li> </ul> </li> </ul>
<b>Basis for Compensation:</b>	<ul style="list-style-type: none"> <li>▪ Golden Gate to share responsibility for monthly fixed fee; share responsibility for local paratransit variable costs; and full responsibility for regional variable costs</li> <li>▪ Shared reimbursement for other direct expenses for fuel, radio, mobile data terminals, eligibility expenses and trapeze operating costs</li> </ul>
<b>Vehicles:</b>	<ul style="list-style-type: none"> <li>▪ Paratransit vehicles will be provided jointly by Marin Transit and Golden Gate</li> <li>▪ Golden Gate will be responsible for providing the full complement of vehicles required for regional trips, as well as its proportionate share of vehicles needed for the local trips.</li> <li>▪ Contractor provides all support vehicles</li> </ul>
<b>Changes from Prior Agreements</b>	<ul style="list-style-type: none"> <li>▪ This agreement is updated to match the format and organization of the Fixed Route Agreement held between the two agencies</li> <li>▪ This agreement incorporates the financial reimbursement terms and methodology to calculate the shared costs of the service (previously contained in the Fixed Route Agreement)</li> </ul>



### **Fiscal/Staffing Impact**

Under this agreement, Golden Gate will reimburse Marin Transit for costs associated with providing regional paratransit services and a portion of local paratransit services. The estimated reimbursement, net of fares, to Marin Transit is \$5.7 million for the base years of the contract and is an additional \$5.1 million if all option years are exercised. Annual allocations for the regional paratransit monthly fixed fees and local paratransit variable costs are updated and agreed upon annually through this agreement and are based on various factors including fixed route ridership and various call center metrics.

Respectfully Submitted,

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

Robert Betts  
Director of Operations & Service Development

**Attachment A:** DRAFT Interagency Agreement for Paratransit Service between Marin Transit and Golden Gate Bridge, Highway, & Transportation District

**#1051**

**AGREEMENT FOR PARATRANSIT SERVICES**

**Between**

**MARIN COUNTY TRANSIT DISTRICT**

**and**

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

DRAFT

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## AGREEMENT FOR PARATRANSIT SERVICES

THIS AGREEMENT, made and entered into as of the 1<sup>st</sup> day of February, 2022 (“Effective Date”), by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as the “GGBHTD”) and the MARIN COUNTY TRANSIT DISTRICT (hereinafter referred to as the “MCTD”) (each referred to herein separately as “Party” and jointly referred to herein as “Parties”), governs the provision of Americans with Disabilities Act (“ADA”) Regional Paratransit Services and additional paratransit services in the counties of Marin, Sonoma and San Francisco, and portions of western Contra Costa County, California (hereinafter “Agreement”) to complement the GGBHTD fixed-route services.

### RECITALS

A. Chapter 805 of the Laws of 1969, State of California (codified commencing at Sections 27550 et seq. of the California Streets and Highways Code), provides that GGBHTD may study, construct, acquire, improve, maintain and operate transportation systems.

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

C. The ADA, as amended, (42 U.S.C. §§ 12101 et seq.) and Federal Transit Administration (“FTA”) regulations implementing the ADA (including 49 C.F.R. Parts 27, 37 and 38) require the GGBHTD and the MCTD to provide paratransit services as a complement to most fixed-route public transportation services.

D. The MCTD and the GGBHTD jointly prepared an ADA paratransit plan (“Joint ADA Paratransit Plan”) pursuant to 49 CFR §37.141, which describes each agency’s paratransit services and ADA paratransit compliance responsibilities.

E. Since MCTD has been the responsible public agency for the provision of paratransit services with the County of Marin, California, it has operated such services on behalf of GGBHTD under a series of agreements between the GGBHTD, MCTD and/or the County of Marin.

F. The MCTD historically has contracted to provide ADA paratransit service within the MCTD’s and GGBHTD’s service areas on the GGBHTD’s behalf.

G. During the terms of their prior paratransit services agreements, the Parties have ensured that GGBHTD has remained fully compliant with the paratransit requirements of the ADA, including providing annual status reports and updates of the Paratransit Plan through the GGBHTD’s Short-Range Transit Planning process, and assuring ongoing public input into the provision of its paratransit services through the GGBHTD’s Advisory Committee on Accessibility and Paratransit Coordinating Councils of Marin, San Francisco, and Sonoma Counties.

H. The MCTD and the GGBHTD believe it to be of mutual benefit for the MCTD to continue in its role as the primary public entity directly responsible for the provision of ADA complementary regional paratransit services to GGBHTD fixed-route services within Marin County under the Joint ADA Paratransit Plan.

I. The MCTD continues to be willing to administer a vendor agreement for the provision of ADA complementary paratransit services on the GGBHTD's behalf, provided that the MCTD is adequately compensated by the GGBHTD for services rendered on its behalf.

J. The GGBHTD continues to be willing to compensate the MCTD for the specified paratransit services detailed herein, and wishes to continue to engage the MCTD to render certain regional paratransit services as hereinafter described.

K. Both during the time that this Agreement will be in its place and subsequent to its conclusion, GGBHTD and MCTD both have full authority and responsibility, including legal responsibilities for potential legal ramifications of their actions, for managing their transportation services in the manners that best serves their constituents, as the laws require and as resources allow.

L. Whereas, the Parties desire to enter into this Agreement to define the terms under which the MCTD will continue to provide paratransit services on behalf of the GGBHTD.

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

- i. Memorandum of Understanding for Maintenance of the Novato Transit Facility at Redwood Blvd. and Grant Ave. in Novato, California, dated February 1, 2018;
- ii. Operations and Maintenance Contract for the Electric Bus Pilot Program, dated September 24, 2018;
- iii. Revocable License Agreement for the use of property at 1011 Andersen Drive in San Rafael, California, dated October 1, 2021;
- iv. Revocable License Agreement for the use of property at 801 Golden Gate Place in Novato, California, dated October 1, 2021;
- v. Agreement for Revenue Sharing Related to Use of Local Bus Fare Media on GGT Regional Bus Routes, dated May 22, 2009;
- vi. Acknowledgement Regarding Use of GGB-Furnished MCTD Transit Data, executed for MCTD on September 1, 2015;
- vii. Operations and Maintenance Contract Between Marin County Transit District and Golden Gate Bridge, Highway and Transportation District, dated October 1, 2022.

NOW THEREFORE, the Parties hereto agree as follows:

**ARTICLE 1 DEFINITIONS****SEC. 101 DEFINITIONS****A.** As used in this Agreement:

1. **ADA, or Americans with Disabilities Act of 1990.** The terms “Americans with Disabilities Act of 1990” or “ADA” mean the statute enacted by the United States Congress as Public Law Number 101-336 and all amendments thereto.
2. **ADA Mandated Complementary Paratransit Service.** The terms “Americans with Disabilities Act Mandated Complementary Paratransit Service,” “ADA Mandated Complementary Paratransit Service” and “ADA Paratransit” mean the complementary paratransit service required of providers of designated public transportation in accordance with the ADA, Subpart F of Part 37 of Title 49 of the Code of Federal Regulations (CFR), as amended or as may be amended, and FTA Circular 4710.1 (“Americans with Disabilities Act (ADA): Guidance”), characterized, in part, by six service criteria set forth in Section 37.131 of Title 49 of the CFR. The terms “Americans with Disabilities Act Mandated Complementary Paratransit Service,” “ADA-Mandated Complementary Paratransit Service” and “ADA Paratransit” do not include paratransit service as further detailed in Section 102 of this Agreement.
3. **ADA Paratransit Service Area.** The term “ADA Paratransit Service Area” refers to the geographic area measured in accordance with Section 37.131(a) of Title 49 of the Code of Federal Regulations to include corridors within  $\frac{3}{4}$  mile of each public fixed route (non-commuter) bus service provided within Marin County and, for the purposes of the Golden Gate Bridge Highway and Transportation District’s (GGBHTD’s) non-commuter, fixed route services, to include corridors within  $\frac{3}{4}$  mile of public fixed route (non-commuter) bus service routes serving portions of Contra Costa, Marin, San Francisco, and Sonoma Counties, all as depicted in Attachment E.
4. **ADA-Related Unlinked Passenger Trips.** The term “ADA-Related Unlinked Passenger Trips” or “ADA UPT” means the number of passenger boardings on public transportation vehicles for complementary paratransit services associated with or attributed to ADA compliance requirements. Personal care attendants and companions are included in this ADA UPT total.
5. **Clipper®.** The term “Clipper” means the automated fare payment system currently being operated on 23 transit systems (Operators) in the San Francisco Bay Area. As of execution of this Agreement, GGBHTD is a Clipper Operator. The Parties anticipate that MCTD will become an independent Clipper Operator during the term of this Agreement. The Parties also anticipate that the next version of Clipper (Clipper 2.0), which will be account-based rather than card-based, may be launched during the term of this Agreement.

6. **Commencement Date.** The term “Commencement Date” means February 1, 2022.
7. **Commuter Bus Service.** The term “Commuter Bus Service,” as defined in 49 Code of Federal Regulations section 37.3 means “fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.”
8. **Agreement.** The term “Agreement” means this interagency Agreement for Paratransit Services.
9. **Contractor.** The term “Contractor” means the operator under contract with the MCTD to provide paratransit services pursuant to the Marin Access Paratransit Services Contract.
10. **Days.** The term “Days” means regular business days of MCTD (Monday-Friday excluding holidays), unless otherwise specifically indicated as “calendar days.”
11. **Deadhead Time (Miles and Hours).** The terms “Deadhead Time,” “Deadhead Miles” and “Deadhead Hours” refer to the miles and hours that a vehicle travels when out of revenue service. Deadhead includes leaving or returning to the garage or yard facility.
12. **Digital Surveillance System.** The term “Digital Surveillance System” means the on-board camera system currently in use by the MCTD/Contractor for recording video and audio events.
13. **Equipment.** The term “Equipment” means the equipment used by the MCTD and/or Contractor in providing operations and maintenance services under the Agreement, and includes Equipment provided by both Parties, as listed in Attachment E: Vehicles and Onboard Equipment and Attachment T: Kerner Maintenance Facility Equipment & Materials List of the Marin Access Paratransit Services Contract.
14. **Facilities.** The term “Facilities” means the buildings, structures, and grounds to be used by the MCTD and/or Contractor in providing services under this Agreement. A description of facilities provided by MCTD and GGBHTD is included in the Marin Access Paratransit Services Contract as Attachment F: Facilities.
15. **Farebox.** The term “Farebox” means the receptacle placed on paratransit vehicles for collecting cash or other fare payments for paratransit trips.
16. **Federal Transit Administration.** The term “Federal Transit Administration” or “FTA” refers to the Federal Transit Administration of the United States Department of Transportation or its successor entity.

17. **Fixed Monthly Fee.** The term “Fixed Monthly Fee” means the fixed amount set forth in Attachment B hereto, for the Contractor’s fixed cost of providing the services covered by Marin Access Paratransit Services Contract.
18. **Fuel Cost.** The term “Fuel Cost” means the actual cost of fuel for vehicles used in providing services under this Agreement, based on the mileage used for each Party’s relative service needs, actually paid by the MCTD.
19. **GGBHTD General Manager.** The term “GGBHTD General Manager” means the General Manager of GGBHTD or the person designated in writing by the GGBHTD General Manager to carry out his or her duties under this Agreement.
20. **GGBHTD Project Manager.** The term “GGBHTD Project Manager” means a GGBHTD employee designated by the GGBHTD General Manager to administer the GGBHTD’s responsibilities under this Agreement or the person designated by the GGBHTD Project Manager to carry out his or her responsibilities under the Agreement.
21. **Local ADA Paratransit Services.** The term “Local ADA Paratransit Services” means the ADA Mandated Complementary Paratransit Service within  $\frac{3}{4}$  of a mile of local and regional non-commuter routes contained entirely within the borders of Marin County.
22. **Major Mechanical System Failure.** A failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.
23. **Marin Access.** The term “Marin Access” refers to a range of mobility programs offered by or for MCTD, including both “Marin Access Paratransit” and other mobility alternatives.
24. **Marin Access Paratransit.** “Marin Access Paratransit” refers to the paratransit services operated by the MCTD and/or Contractor on behalf of GGBHTD.
25. **Marin Access Paratransit Services Contract.** The term “Marin Access Paratransit Services Contract” refers to the Operations of Marin Access Services and Programs Contract between MCTD and Transdev, dated September 13, 2021, as it may be amended from time to time, for the provision of local and regional paratransit services, and other special transit services. In the event of conflicts between this Agreement and the Marin Access Paratransit Services Contract, this Agreement shall control.
26. **MCTD General Manager.** The term “MCTD General Manager” means the General Manager of the MCTD or the person designated in writing by the MCTD General Manager to carry out his or her duties under this Agreement.

27. **MCTD Project Manager.** The term “MCTD Project Manager” means the individual designated by the MCTD General Manager as the point of contact for GGBHTD who will be responsible for coordinating all requests and communications by and from GGBHTD.
28. **Mobile Data Terminals.** The term “Mobile Data Terminals” (“MDT”) or “Tablets” means the communication system provided by MCTD for all data communication between dispatchers and operators.
29. **National Transit Database.** The term “National Transit Database” or “NTD” means the uniform reporting system that the U.S. Secretary of Transportation is required to maintain, and to which FTA grant recipients, including the MCTD, are required to report pursuant to Section 5335 of Title 49 of the U.S. Code.
30. **Non-ADA Demand Response Services.** The term “Non-ADA Demand Response Services” refers to non-ADA services, such as both general public and non-general public services that offer riders curb-to-curb, pre-scheduled or on-demand transportation. Non-ADA services offered by MCTD currently include Dial-A-Ride (Novato Dial-A-Ride, Point Reyes Dial-A-Ride, and the Dillon Beach / Tomales Dial-A-Ride), Catch-a-Ride, Connect, and Shopper Shuttles (Wednesday Marin Valley Shoppers, the Thursday Rotary Manor Shoppers and the Friday Martinelli House Shoppers).
31. **Normal Wear and Tear.** The term “Normal Wear and Tear” means damage or loss to a Revenue Vehicle or item of Equipment resulting from ordinary use and demand over time. The age of the Revenue Vehicle or item of Equipment, and the miles accumulated on a Revenue Vehicle, are among the factors the MCTD uses to distinguish Normal Wear and Tear from wear and tear that is the result of abuse or improper use.
32. **On-Time Performance.** The term “On-Time Performance” means paratransit vehicle arrival at a trip starting point within the pickup window (e.g., 30 minutes) negotiated with a client at the time a trip is booked as well as paratransit vehicle arrival at a trip ending point prior to a passenger’s requested appointment time where applicable. “Early trips” refers to boarding of a passenger before a negotiated pickup window. “Late trips” refers to arrival after a negotiated pickup time or appointment time.
33. **Passenger Miles Traveled.** The term “Passenger Miles Traveled” means the cumulative sum of the distances ridden by each passenger for a stated period of time.
34. **Radio System.** The term “Radio System” means the communication systems provided by MCTD for voice communications with operators. Marin Transit participates in the Marin Emergency Radio Authority (“MERA”) emergency response program. All vehicles are equipped with MERA radios for voice communications.

35. **Regional ADA-Mandated Paratransit Services.** The term “Regional ADA-Mandated Paratransit Services” means ADA Mandated Complementary Paratransit Service along the stops and alignment of GGBHTD regional routes that extend beyond the borders of Marin County. Regional ADA-Mandated Paratransit Services will include origins and destinations primarily beginning in one county and ending in another county within the GGBHTD service area where service is accessible to the general public (i.e. not in areas along freeways where the service is not accessible).
36. **Revenue Hour Rate.** The term “Revenue Hour Rate” means the rate to be paid to the MCTD by GGBHTD, per Revenue Hour, on a monthly basis during the Agreement Term, set forth in Attachment A hereof, as compensation for certain costs of providing the Revenue Services covered by this Agreement.
37. **Revenue Service (Miles, Hours, and Trips).** The terms “Revenue Service,” “Revenue Miles,” “Revenue Hours” and “Revenue Trips” are defined consistent with the definitions established by the FTA National Transit Database (NTD) Manual, which can be found at <https://www.transit.dot.gov/ntd/2022-ntd-reporting-policy-manual>. As of the drafting of this Agreement, these terms are defined for demand-responsive (e.g., paratransit) services as follows: “Revenue Service” includes all travel time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the garage or dispatching point or have interruptions in service such as lunch breaks or vehicle fueling and servicing.

For purposes of this Agreement, therefore:

- “Revenue Service” applies to paratransit services operated by the MCTD and/or Contractor on behalf of GGBHTD.
  - “Revenue Miles” refers to miles traveled by Revenue Vehicles during Revenue Service.
  - “Revenue Hours” refers to hours when Revenue Vehicles operate Revenue Service.
  - “Revenue Trips” refers to Revenue Service trips from the first passenger pickup to the last passenger drop-off.
  - “Revenue Vehicle” applies to a vehicle operated in Revenue Service by MCTD and/or Contractor on behalf of GGBHTD.
38. **Scheduling/Dispatch System.** The term “Scheduling/Dispatch System” or “TripSpark PASS” means the dispatch and scheduling software provided by MCTD. MCTD provides TripSpark PASS software. As of execution of this Agreement, TripSpark PASS software used by MCTD includes the following modules: PASS Workstation, MONS, DriverMate, SUS, Passenger Portal, Notifications, Reports, and Ripple.



39. **Support Vehicle.** The term “Support Vehicle” means any MCTD or Contractor-provided vehicle needed to support the operation and maintenance of services provided under this Agreement, including, but not limited to, cars, vans, tow trucks, lift-equipped vans, and service trucks.
40. **Total Vehicle Hours.** The term “Total Vehicles Hours” for any Agreement period, means the combined total of Deadhead Hours and Revenue Hours during that period.
41. **Total Vehicle Miles.** The term “Total Vehicle Miles” for any Agreement period, means the combined total of Deadhead Miles and Revenue Miles during that period.
42. **TransTrack.** The term “TransTrack” means the software utilized by MCTD for collection and reporting of Contractor-generated data.
43. **Travel Navigator.** The term “Travel Navigator” means the front-line staff members that perform eligibility and administration; counseling, information and referral services; customer service; and travel training, outreach, and presentations related to the Marin Access suite of programs.

**B.** All references to transit terminology in this Agreement not defined above will be as defined in the Federal Transit Administration National Transit Database (“NTD”) Glossary, as amended or revised, or the NTD Manual. The NTD glossary can be found at: <https://www.transit.dot.gov/ntd/national-transit-database-ntd-glossary>. The NTD Manual can be found at which can be found at <https://www.transit.dot.gov/ntd/2022-ntd-reporting-policy-manual>. To the extent that the definitions in the NTD glossary or manual change after the Effective Date of this Agreement, changes in external reporting requirements will apply; changes concerning revenues or compensation under the Agreement will not apply, and the definitions existing as of the Effective Date will control. If changes do not concern external reporting, or revenue or compensation under this Agreement, the Parties will meet and confer with regard to the effects of these changes.

## **SEC. 102 SERVICES PROVIDED ON BEHALF OF THE GGBHTD**

MCTD shall provide the following services on behalf of GGBHTD:

- A. Regional ADA-Mandated Paratransit Service.** The MCTD will be responsible, on behalf of the GGBHTD, for administering the provision of ADA-Mandated Regional Paratransit Services to eligible individuals in accordance with all applicable federal, state and local laws and regulations through the Contractor. Regional ADA-Mandated Paratransit Service is provided within  $\frac{3}{4}$  of a mile of either side of each GGBHTD regional bus routes that do not fall under the definition of “Commuter Bus Service” in Marin, Sonoma, San Francisco, and Contra Costa counties during the comparable hours of service for each such bus route.

The Parties acknowledge and agree that this Agreement does not entitle MCTD to receive financial support from GGBHTD for its Non-ADA Demand Response Services.

The Parties also acknowledge and agree that the Vehicles operated under this Agreement do not meet the definitions of, and may not be used to perform the services of, a “school transportation vehicle,” “schoolbus,” “school pupil activity bus,” or “youth bus,” as those terms are defined in the California Vehicle Code.

- B. GGBHTD Regional Extended Paratransit Service.** Based on long-standing operational procedures with the San Francisco Municipal Transportation Agency (“SFMTA”), the GGBHTD may direct the provision of extended paratransit service to offer enhanced customer service in a single-ride trip rather than requiring a transfer for a short-distance trip in San Francisco. Generally, this extended paratransit service is provided beyond the ADA-Mandated Complementary Paratransit Service Area identified in Attachment E and is not restricted by the six service criteria set forth in Section 37.131 of Part 37 of the Code of Federal Regulations. The trips provided in this regional extended area of San Francisco originate or end in a county served by GGBHTD other than San Francisco. The MCTD will require the Contractor to continue to provide, and GGBHTD will continue to be responsible for the cost of these trips.
- C. Bus Back Up Services.** To the extent vehicles and drivers are available, MCTD-provided paratransit service will also include prompt response to any request from a GGBHTD bus dispatcher for a paratransit vehicle to transport a passenger with disabilities from a GGBHTD fixed-route bus operating regional service (“bus backup service”). A GGBHTD bus dispatcher shall make such a request when an incident occurs that prevents a person with a disability from being accommodated on GGBHTD fixed-route bus service and GGBHTD equipment and personnel are unavailable to provide backup service to the passenger. The passenger should be transported to his/her destination or to an accessible bus stop location where the passenger can board a GGBHTD bus to complete his/her trip. These services shall be identified separately on the monthly invoice.
- D. Eligibility Processing and Determinations.** MCTD or Contractor provide paratransit eligibility information, processing and determinations for the Revenue Services in accordance with applicable FTA regulations.

**SEC. 103 GENERAL OBLIGATIONS OF THE PARTIES**

- A. In General.** Under this Agreement, the MCTD shall be responsible, on behalf of the GGBHTD, for administering the Marin Access Paratransit Services Contract. The MCTD shall be the lead agency for compliance with all applicable federal, state, and local laws and regulations relating to the provision of paratransit services under the Marin Access Paratransit Services Contract.

If the MCTD plans to terminate, substantially alter, supplement or replace the Marin Access Paratransit Services Contract, MCTD must notify the GGBHTD Program Manager at the earliest feasible time so that the Parties can each ensure all obligations set forth in this Agreement will continue to be met.

GGBHTD is responsible for paying the cost for Regional ADA-Mandated Paratransit Services, Regional Extended Paratransit Services, and Bus Back Up Services as further described in this Section and Article 4, Compensation and Commercial Terms (hereinafter collectively referred to as “Regional Paratransit Services”). GGBHTD also pays a portion of the cost for local Paratransit Services as outlined in Attachment C, which may be revised from time to time without requiring amendment of this Agreement.

The Parties each understand and accept their respective responsibilities under the ADA, and each is dedicated to acting responsibly to deliver the level of service required by the ADA. The Parties each recognize that their service footprints, both now and in the future, will result in some overlap in ADA Paratransit Services responsibilities. Each Party bears the responsibility for its interpretation of the scope of its paratransit obligations under the applicable law.

- B. Technology/Equipment Changes.** If either Party initiates a process to change its fareboxes or other similarly-substantial technology or equipment, the Parties will work together to ensure the change will not interfere with their respective responsibilities under this Agreement or negotiate an amendment to this Agreement. If either Party changes a substantial technology system or type of equipment, and the change will alter how the other Party performs its responsibilities under this Agreement, the Party initiating the change will provide and pay for any necessary training, spare parts, etc., to facilitate the change at no cost to the other Party.
- C. The MCTD’s Responsibilities.**
1. In General. The MCTD shall, itself and/or through Contractor:
    - (a) Manage and operate paratransit services for the GGBHTD;
    - (b) Oversee Contractor’s performance under the Marin Access Paratransit Services Contract, and ensure the Contractor provides a workforce that is appropriately trained to carry out on MCTD’s behalf any and all assigned responsibilities;
    - (c) Maintain a fleet of Revenue Vehicles and Equipment provided by the GGBHTD in compliance with manufacturers’ specifications and standards, in accordance with Federal Transit Administration regulations and with Contractor’s Maintenance Program (provided in Attachment Q: Vehicle Maintenance Plan and Preventative Maintenance Program to the Marin Access Paratransit Services Contract) as such Program has been approved by the GGBHTD;
    - (d) Manage and perform paratransit eligibility processes; and
    - (e) Provide and maintain Facilities and Support Vehicles necessary to accomplish its obligations under this Agreement.
  2. Service Provision. MCTD’s performance shall be in accordance with the obligations of this Agreement and the Attachments attached hereto. The

MCTD's responsibilities shall include the following, with the understanding that some such responsibilities may be delegated to the Contractor:

(a) Project Management.

1. The MCTD shall manage the Agreement activities, according to operating procedures approved by the GGBHTD. The MCTD shall comply with and give effect to additional requirements established by GGBHTD that are reasonable for the operation of this service, pursuant to this Agreement or an amendment hereto.
2. The MCTD shall determine Contractor's compliance with performance requirements under the Marin Access Paratransit Services Contract, and meet with GGBHTD to review the same.

(b) Administration. MCTD and/or Contractor will:

1. Maintain written and verbal communications with the GGBHTD. Cooperate and ensure that the Contractor cooperates with the GGBHTD in developing operating policies; marketing services; monitoring service delivery, including consideration of origins and destinations and service area responsibility; resolving issues; operating cost-effectively, including taking the opportunity to improve efficiency and implement policies or procedures that result in cost savings or other service improvements; developing and maintaining service arrangements with adjoining operators; providing for emergency preparedness; and operating the paratransit scheduling system and its related components.
2. Monitor costs and consult with the GGBHTD on a regular basis regarding the operation of the paratransit service. Provide all operating, financial, and performance reports and invoices as required by this Agreement.
3. Require the Contractor to cooperate with adjoining transit operators in the provision of regional paratransit service between operator service areas and require the Contractor to work with adjoining paratransit operators to arrange inter-operator transfers of passengers or continuing travel between origins and destinations beyond the ADA-Mandated Complementary Paratransit Service Area identified in Attachment E to the extent directed by the GGBHTD in accordance with Sections 102 A and 102 B.
4. Notify the GGBHTD Project Manager in writing of any issues or concerns in provision of eligibility processes or the Revenue Services. Provide the GGBHTD with

adequate notice of any meetings scheduled between the MCTD and the Contractor to discuss paratransit operations issues to afford the GGBHTD an opportunity to participate in such meetings and to be involved in any substantive decisions with regard to operation of the paratransit service and costs thereof.

5. Assist with the GGBHTD's monitoring and auditing programs, including compliance with state and federal requirements, including FTA guidance and regulations implementing Title VI of the Civil Rights Act of 1964 and 49 U.S.C. Section 5335(a) reports for National Transit Database (NTD) submittals. Assist with the GGBHTD's ongoing programs, including customer satisfaction surveys that may be periodically undertaken.
6. Provide indemnification, with sufficient insurance coverage to support such indemnity, as required in this Agreement.
7. Ensure MCTD internet site content on Marin Access and the Revenue Services is maintained, current and accessible, consistent with the MCTD and GGBHTD requirements for assisting passengers with limited English proficiency and individuals with disabilities.
8. Provide for translation and interpretation to ensure access to Revenue Service, related information, paratransit eligibility and scheduling processes consistent with the MCTD and GGBHTD requirements for assisting passengers with limited English proficiency.
9. Notify GGBHTD of all public or stakeholder group meetings at which MCTD be making presentations on the Revenue Services.
10. Provide information to GGBHTD to assist GGBHTD in responding to media inquiries regarding Revenue Services; provide notice to the designated GGBHTD representative of any such media inquiries received by MCTD, and redirect any such media inquiries to the designated GGBHTD representative.
11. Provide any software licenses or access to electronic information that MCTD determines will be needed for operation of the GGBHTD's Services under this Agreement.
12. Notify the GGBHTD Project Manager in writing, of any issues or concerns in GGBHTD proposed vehicle or other capital purchases.

13. Comply, and ensure Contractor complies, with all FTA drug and alcohol testing and reporting requirements, and assist the GGBHTD in auditing and monitoring compliance with those requirements.
14. Comply, and ensure Contractor complies, with FTA's Equal Employment Opportunity (EEO) Program Guidelines.
15. Comply, and ensure Contractor complies, with all applicable Federal, State, and local laws and regulations applicable to services under this Agreement.
16. Cooperate with the GGBHTD and work with the Advisory Committee on Accessibility and the Paratransit Coordinating Councils of each county served by the GGBHTD to ensure the ongoing public input process associated with continued implementation of the MCTD's and the GGBHTD's adopted Joint ADA Paratransit Plan and provision of ADA Paratransit Service.

(c) Operations. MCTD and/or Contractor will:

1. Meet all operations, equipment, and maintenance requirements established by this Agreement.
2. Operate and maintain all Revenue Vehicles, including new Revenue Vehicles purchased during the Agreement Term.
3. Meet performance and safety standards, as set forth in this Agreement and the Attachments hereto.
4. Provide Support Vehicles needed to support the service under this Agreement, and provide for the registration, insurance, maintenance, fueling, repair, and all other associated costs relating to the Support Vehicles.
5. Meet, and ensure the Contractor meets, employee hiring standards, training standards, and staffing levels as specified in the Marin Access Paratransit Services Contract and this Agreement.
6. Provide and manage, and ensure the Contractor provides and manages, properly trained, qualified personnel having management, operation, and vehicle maintenance expertise necessary to operate the GGBHTD's services.
7. Ensure the Contractor provides trained personnel in sufficient quantities to fully support the services contracted for under this Agreement.

8. Provide appropriately trained and qualified safety personnel to investigate accidents and unsafe practices in a timely manner, and provide reports of those investigations to the GGBHTD in accordance with this Agreement.
9. Report to the GGBHTD in a timely manner any accidents, including passenger accidents, or any other non-routine event or operational deviation, in accordance with this Agreement.
10. Provide safe operation of the Revenue Vehicles and the Support Vehicles; cooperate with law enforcement agencies regarding security activities on-board vehicles and elsewhere; provide safe workplace practices and safe working conditions for vehicle and Equipment maintenance, and meet safety and security requirements at the Facilities in accordance with the MCTD Safety and Security Program as well as Attachment R: Safety, Security, and Emergency Management Program to the Marin Access Paratransit Services Contract and Attachment S: Transdev Public Transportation Agency Safety Plan (PTASP) to the Marin Access Paratransit Services Contract
11. Provide and equip (including with requisite computers and other technology) the necessary Facilities to fulfill its operations and maintenance obligations under the Marin Access Paratransit Services Contract. Be responsible for all permitting and environmental compliance requirements relating to the operation of those Facilities, including the handling and disposal of Hazardous Materials in accordance with applicable law and regulations, and for the safe operation and maintenance of such Facilities in accordance with its/Contractor's Maintenance Program.
12. Provide for and manage MERA and all other communications equipment; assuring that all dispatchers and operators are fully trained on the use of such communications equipment, and make all data applicable to GGBHTD available to GGBHTD on the same basis as are available to MCTD staff.
13. Promptly notify the GGBHTD Project Manager of any deficiencies or defects in any vehicles furnished by the GGBHTD for Revenue Service.
14. Enforce all passenger rules, policies, and procedures as jointly established by the Parties.

15. Distribute and post GGBHTD-provided materials such as Rider Alerts, fare and service change documentation and other “take-ones” on Revenue Vehicles.
16. Conduct and provide to GGBHTD cross-tabulated data and findings from multilingual, accessible surveys of paratransit customers at least every other year with sufficient participation to ensure data reliability up to current transportation planning standards. Survey data, or other passenger profile data, must enable GGBHTD to analyze ridership patterns (e.g., categories and general locations of origins and destinations, trip purposes and trip frequency) and rider demographics (e.g., income status , race/ethnicity, nationality and English proficiency).
17. Provide a complete customer service information phone line, including customer voice phone and TDD service, and customer service personnel. Collect and share phone system data with GGBHTD as required for FTA reporting. Make contact with all customer complainants within two Days of receiving the complaint.  
  
Solicit and consider input from GGBHTD on any changes to MCTD’s customer service practices, including the working hours, positions and job descriptions of all personnel involved in Customer Service.  
  
During this process, the Parties may identify opportunities for cost containment and reduction including the potential for alternative service providers, subject to and consistent with applicable collective bargaining agreements.
18. Ensure the Contractor uses GGBHTD-provided messages in the telephone hold system when requested.
19. Ensure compliance with Attachment J: Marin Transit Video Retention Policy to the Marin Access Paratransit Services Contract, “Marin Transit Video Retention Policy,” and make recordings available to GGBHTD from any on-board audio and video camera systems on request, when allowed by law and within the time allowed by the MCTD retention policy.

(d) Maintenance. MCTD and/or Contractor will:

1. Maintain all Equipment and Revenue Vehicles and Support Vehicles, including, but not limited to, engines, transmissions, and all accessibility features (e.g., lifts/ramps and tie-down systems), in accordance with this Agreement, the Marin Access Paratransit Services Contract, the Contractor’s Maintenance Program, Vehicle



manufacturers' specifications, and all local, State, and Federal requirements for safety. GGBHTD reserves the right, in its sole discretion, at any time, and either directly or through a third party, to review MCTD and/or Contractor's maintenance records and inspect and reject temporarily or permanently, by notice to MCTD, any vehicle MCTD proposes to use or subsequently utilizes which the GGBHTD deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns.

2. Provide qualified personnel who can assist the MCTD and/or the Contractor in troubleshooting defects and working with manufacturers to resolve problems.
3. Notify GGBHTD in the event that any GGBHTD-provided Vehicles or Equipment becomes damaged or is otherwise inoperable.
4. Identify, acquire, and maintain a sufficient parts inventory (including tires) to properly maintain the various types and number of Revenue Vehicles in the fleet used to provide services under this Agreement.
5. Procure and furnish fuel, and track and report fuel usage for the Revenue Vehicles. Pass through actual cost of fuel to GGBHTD including actual sales and excise taxes.
6. Work with vehicle manufacturers, dealerships and local warranty shops during the initial warranty period.
7. Work with the Original Equipment Manufacturer and MCTD on all vehicle warranty campaigns. Make repairs to, adjustments to, updates to, and programming of AVL/communications systems, fare collection equipment, and Digital Surveillance Systems.
8. Make repairs to, adjustments to, updates to and programming of Digital Surveillance Systems, TripSpark PASS and other software essential to providing and monitoring Revenue Service with GGBHTD assistance or input, as needed.
9. Ensure the operating Facilities are maintained in working condition to enable provision of Revenue Services as required under the Marin Access Paratransit Services Contract and this Agreement and this Agreement.
10. Ensure Contractor maintains the Vehicles as required under the Marin Access Paratransit Services Contract and

this Agreement, and provide monthly maintenance reports to GGBHTD.

(e) Fares.

1. Establish local fares for paratransit service and fare collection policy and procedure consistent with Federal Circular §37.123 and in accordance with regulations of the Americans with Disabilities Act (ADA).
  2. Require the Contractor to administer fare and other revenue collections associated with operation of paratransit services and monitor, and report such to the GGBHTD.
  3. Credit the GGBHTD with fares collected for Regional Paratransit Services.
  4. Compile and report farebox data, and collect, deposit, and report actual farebox revenues.
  5. Cooperate with GGBHTD and the Metropolitan Transportation Commission (MTC) to implement Clipper 2.0 on paratransit. This could include, but will not be limited to, assisting with the installation of the Clipper equipment, attending and requiring the Contractor's staff to attend operator training, and becoming familiar with any changes to the current Clipper fare collection process.
3. Marin Access Paratransit Services Contract. The MCTD has entered into an Operations of Marin Access Services And Programs Contract dated September 21, 2021 ("Marin Access Paratransit Services Contract") for the provision of local and Regional Paratransit Services. This service agreement, and amendments thereto, is subject to the review and concurrence of the GGBHTD.
- (a) The MCTD will ensure that the Marin Access Paratransit Services Contract includes the Contractor's responsibilities for: provision and maintenance of vehicles and other capital equipment; collection of farebox revenues; purchase of fuel from fuel pumps owned and operated by the County of Marin; scheduling of services; report and monitoring requirements; service delivery problems (including emergencies and disasters) and complaint resolution procedures; performance standards; marketing of services; driver training; compliance with state and/or federal employee drug and alcohol testing programs; and other applicable requirements.
  - (b) The MCTD will inform the GGBHTD of any unanticipated expenses related to the provision of services under the Marin Access Paratransit Services Contract within a reasonable time of

becoming aware of such expenses, require the Contractor to provide documentation of those unanticipated expenses, and initiate discussions with the GGBHTD regarding the allocation of those unanticipated expenses. By their very nature, unanticipated expenses tend not to be readily identifiable. However, one example of expenses that may fall within this paragraph would be expenses related to the installation of capital equipment, such as cameras, on paratransit vehicles in the existing fleet or the cost of expenses related to COVID 19. Another example may be a change in ADA requirements that necessitates a significant additional expenditure. MCTD will obtain GGBHTD's written approval before incurring unanticipated expenses (when practicable) for which a contribution from GGBHTD is sought.

4. MCTD Local Extended Service Area -- Marin County. MCTD may, in its discretion and at its expense, provide local extended paratransit service in Marin County beyond ADA-Mandated Complementary Paratransit Services. The GGBHTD will not participate financially for any paratransit service provided in the MCTD Local Extended Paratransit Service Area – Marin County, nor for paratransit services provided outside the hours of comparable fixed route service.
5. Reports. The MCTD, either directly or through the Contractor, will provide the GGBHTD with a monthly report, fiscal year cumulative and year-end reports, and special reports, as requested, addressing the paratransit service that has been provided. Regular monthly, fiscal year cumulative and year-end reports will include Total Vehicle Hours, Total and Revenue Vehicle Miles operated, passenger counts, passenger no-shows and cancellations, categories and number of mobility aids, on-time performance, fares and other revenues collected, extended service requests, extended service provided, and Contractor's service performance. Special reports may include such information as origins and destinations of travel. The MCTD will also provide the GGBHTD, either directly or through the Contractor, any needed information that is requested for inquiries related to paratransit services for purposes of audits or otherwise. The MCTD will require that the Contractor maintain and provide information necessary to meet Federal National Transit Database reporting requirements. In addition, the MCTD will provide the GGBHTD with adequate notice of any meetings scheduled between the MCTD and the Contractor to discuss monthly reports, fiscal year cumulative and year-end reports, and/or special reports to afford the GGBHTD an opportunity to participate in such meetings.
6. Reasonable Modification Coordinator. Both MCTD and GGBHTD have designated Reasonable Modification Coordinators to coordinate efforts to comply with the reasonable modification requirements of Part 37 of Title 49 of the CFR, including determinations following requests and handling of complaints related to requests for reasonable modifications. The MCTD will require the Contractor to provide any reasonable modification request granted by the MCTD Reasonable Modification Coordinator for requests the effect only local Marin service Area. Modifications requested

effecting only regional service area will be granted by the GGBHTD staff responsible for reasonable modification coordination and communicated to the MCTD. All reasonable modification requests that affect local and regional service will be determined by MCTD and GGBHTD's Reasonable Modification Coordinators jointly.

7. Passenger Complaints. The MCTD shall have primary responsibility for the resolution of passenger complaints, including complaints related to the handling of reasonable modification requests concerning the provision of paratransit service by the Contractor. Through access to the TransTrack report, the MCTD will provide the GGBHTD with timely notice of all recorded problems or complaints. In addition, the MCTD will provide the GGBHTD specific notification of problems and complaints that the MCTD determines to be major problems and complaints. In determining whether a particular problem or complaint is a major complaint, the MCTD will give particular weight to problems or complaints alleging violation of the ADA, the Rehabilitation Act of 1973 (as applicable) or Title VI of the Civil Rights Act of 1964 and potentially requiring action on the part of either Party under Section 502 of this Agreement. The MCTD will cooperate with GGBHTD if that agency chooses to become involved in the resolution of complaints that the GGBHTD staff believes warrants the GGBHTD's attention.

#### **D. The GGBHTD's Responsibilities.**

1. Administration.
  - (a) The GGBHTD will monitor MCTD and/or Contractor performance and costs and consult with the MCTD on a regular basis regarding the operation of the paratransit service and review the MCTD's invoices prior to reimbursement and audit as appropriate.
  - (b) Meet with the MCTD to discuss Contractor's compliance with performance requirements under the Marin Access Paratransit Services Contract.
  - (c) The GGBHTD will continue to cooperate with the MCTD and work with the Advisory Committee on Accessibility and the Paratransit Coordinating Councils of each county served by the GGBHTD to ensure the ongoing public input process associated with continued implementation of the MCTD's and GGBHTD's adopted Joint ADA Paratransit Plan and provision of ADA Paratransit Service.
  - (d) The GGBHTD shall pay the MCTD for services rendered as provided in this Agreement, including unanticipated expenses for such services allocated to the GGBHTD as agreed upon by the Parties, provided that the Parties have the opportunity to discuss unanticipated expenses contemplated under Section 103C.3.b prior to the MCTD's submission of any invoice including such expenses. The GGBHTD will not pay for costs which should have been brought to its attention in advance of incurring such cost.

- (e) Notify MCTD of all public or stakeholder group meetings at which GGBHTD be making presentations on the Revenue Services.
- (f) Periodically evaluate policies regarding the operation and performance of the Revenue Services.
- (g) Discuss Vehicle replacement plans with MCTD as necessary and meet with MCTD upon request to determine future vehicle requirements.
- (h) Coordinate with MCTD on media and public relations regarding Revenue Service.

2. Operations.

- (a) The GGBHTD will provide Revenue Vehicles for use in the service described in this Agreement, and strive to meet an adequate spare ratio, with the understanding that (i) MCTD retains the right to design a logo decal and paint scheme for all Revenue Vehicles with input and approval from GGBHTD, but that (ii) any changes to the same will be made at MCTD's expense for vehicles already painted prior to a redesign.
- (b) Provide the Equipment, tools, and materials that are specifically designated as GGBHTD's responsibility in this Agreement, particularly as they relate to new vehicle purchases.
- (c) Review and provide input on operations and maintenance plans provided by MCTD or Contractor for Revenue Services.
- (d) In the event that the GGBHTD determines that the paratransit services provided by the Contractor are deficient in any way, the GGBHTD will communicate information concerning those deficiencies in service to the MCTD in a timely manner.
- (e) GGBHTD will notify MCTD with 60 days notice of planned fixed-route service changes that will alter GGBHTD's paratransit obligations under the ADA and implementing regulations.
- (f) GGBHTD will provide MCTD with 60 days notice of planned fare program changes that will alter passenger fares for Revenue Service to allow for coordination of messaging and notification for riders impacted by the changes.

3. Maintenance.

- (a) The GGBHTD will inspect, monitor, and audit vehicle maintenance practices, records and activities for all GGBHTD-provided vehicles.

- (b) The GGBHTD will compensate the MCTD for engine and transmission repairs performed on GGBHTD-provided Revenue Vehicles provided that the GGBHTD has provided prior authorization for those repairs. The MCTD will require the Contractor to notify the GGBHTD of such repairs in advance of parts purchase or work performed. The GGBHTD reserves the right to have repairs performed by entities other than the Contractor. The GGBHTD will not pay for unauthorized major repairs.

4. Fares.

- (a) The GGBHTD will establish and evaluate passenger fares, fare policies, and fare structures for regional paratransit service.

5. Parking.

- (a) As of execution of this Agreement, the GGBHTD provides parking in Marin County for certain Marin Access vehicles through two separately executed Revocable License Agreements dated October 1, 2022.

**SEC. 104 REPRESENTATIONS, WARRANTIES, AND STANDARD OF PERFORMANCE**

- A. Representations and Warranties.** The Parties represent, warrant, and covenant as follows: the Parties have and, through the Agreement Term, shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform their respective obligations hereunder in accordance with the requirements of the Agreement.
- B. Laws, Regulations, and Governmental Approvals.** The Parties have familiarized themselves with the requirements of all applicable federal, state, and local laws and regulations pertaining to this Agreement and the condition of any required governmental approvals, prior to entering into this Agreement, and further acknowledge and agree that they are responsible for complying with such laws and regulations.
- C. Standard of Performance.** The Parties shall perform their respective obligations under this Agreement diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Agreement and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform their obligations under this Agreement.

MCTD is responsible for ensuring the Contractor performs in accordance with all standards of performance included in the Marin Access Paratransit Services Contract, which standards were reviewed by GGBHTD in the Contractor procurement process. To the extent that liquidated damages/assessment are assessed on MCTD's Contractor, a proportionate share of any such assessment(s) will be paid (or credited) to GGBHTD.

- D. **Audits and Site Visits.** GGBHTD or MCTD may conduct site visits of the Facilities at any time during the Agreement Term for purposes of monitoring compliance with the Standard of performance. MCTD shall make available any and all records, files, logs and associated documentation to the GGBHTD's designated representatives as requested. MCTD shall also assist GGBHTD during any local, State, or Federal safety or security audits.

## SEC. 105 REQUIRED PLANS AND PROGRAMS

MCTD and/or Contractor, as appropriate, shall maintain and abide by the following plans and programs to the GGBHTD:

- A. **Staffing and Personnel Plan.** This Plan shall include the following: (1) an organizational chart identifying the MCTD Project Manager and supporting staff, the Contractor management staff with responsibility for Vehicle, Equipment, and Facility maintenance, and the Contractor management staff with responsibility for carrying out all services and responsibilities included in this Agreement; (2) MCTD and/or Contractor Personnel Policies and employment performance standards; and (3) hiring policies, including standards and qualifications for each of the above employee positions. An organizational chart including MCTD staff is set forth in Attachment G. The remainder of Staffing and Personnel Plan is included in the Marin Access Paratransit Services Contract as Attachment O: Staffing and Personnel.
- B. **Training Program.** This Program shall include the following: (1) the Contractor's Drug and Alcohol Training Program in accordance with 49 CFR Part 655; (2) the specific training provided for Revenue Service operators (which shall include safety and defensive driving, use of accessibility features and retraining as needed), maintenance personnel (which shall include diagnosis and preventive maintenance training, and fueling and cleaning procedures), dispatchers, and road supervisors; (3) training for scheduling and communications software and Equipment; (4) safety, security, and emergency preparedness training; and (5) training for paratransit eligibility determinations. The Training Program s contained in the Marin Access Paratransit Services Contract as Attachment P: Training Program.
- C. **Maintenance Program.** This Program shall include the following: (1) specifics of the overall Vehicle maintenance program; (2) Vehicle and Equipment repair standards; (3) the Contractor's Preventive Maintenance Program, including preventive maintenance inspection schedules; (4) Vehicle appearance and cleanliness standards; (5) standards and policies for major engine and transmission overhauls; (6) pre-trip and post-trip inspections; (7) maintenance of Equipment; (8) Facilities maintenance; (9) Vehicle, Equipment and Facilities maintenance record keeping; and (10) warranty administration and enforcement. The Maintenance Program is included as Attachment Q: Vehicle Maintenance Plan and Preventative Maintenance Program to the Marin Access Paratransit Services Contract.
- D. **Safety and Security Program.** This Program shall adhere to all local, State and Federal requirements for transit system safety, security and emergency preparedness, and shall include the following: (1) a description of the MCTD

and/or Contractor's procedures, training actions, and policies in place to carry out their responsibilities to assure a safe and secure environment for Revenue Service passengers and to provide a safe workplace for their employees; (2) an identification of the personnel dedicated to safety and security; (3) an Emergencies Operations Plan addressing preparation for and responses to emergencies and a Continuity of Operations Plan; and (4) the safety and security reporting system.

**SEC. 106 AGREEMENT DATES AND TERM OF CONTRACT**

- A. Agreement Dates.** This Agreement shall take effect on the date above first written (the Effective Date). The MCTD shall assume responsibility for the paratransit services under this Agreement on the Commencement Date of February 1, 2022.
- B. Agreement Term.** The term of this Agreement is for three years and five months (the Base Agreement Term), beginning on the Commencement Date, with three (3) one (1) year options, for a total possible Agreement term of six (6) years and five (5) months. The initial term (Agreement Year One) is a five-month period ending on June 30, 2022. Agreement Year Two and the succeeding Contract Years and Option Years begin on July 1 of the respective calendar years.
- C. Options.**

  - 1. Exercise. At least three hundred fifty (350) calendar days prior to the end of the last year of the Base Agreement Term, the GGBHTD shall notify the MCTD in writing as to whether it intends to exercise the option(s). This notification shall specify whether one or more than one option is being exercised. If only the first option is exercised at that time, the GGBHTD shall provide notice in writing at least one hundred eighty (180) calendar days prior to the end of that option term whether the GGBHTD intends to exercise the remaining option.
  - 2. Nature of Option and Calculation of Option Prices. The option(s) provided under this Agreement are the unilateral right of the GGBHTD to obtain paratransit services through the MCTD for the option year(s) at the rate for that option year(s) set forth in Attachment A. The MCTD acknowledges and agrees that it is contractually obligated, upon exercise of the option by the GGBHTD, to arrange for the provision of the services described hereunder at the fees and rates established for the applicable option year(s).
- D. Agreement Extensions.** In addition, the Parties may by mutual agreement extend the Base Agreement Term, or an option term, on a month-to-month basis, at the most recently applicable rate for a period not-to-exceed one hundred twenty (120) calendar days.

**ARTICLE 2 PERSONNEL REQUIREMENTS**



**SEC. 201 GENERAL REQUIREMENTS FOR GGBHTD PERSONNEL**

- A. In General.** MCTD shall be responsible for providing qualified personnel capable of performing all of MCTD’s responsibilities and obligations under this Agreement in accordance with the Marin Access Paratransit Services Contract.
  
- B. Project Manager.**
  - 1. Requirement. In order to manage and perform the service required by this Agreement, MCTD will provide and maintain throughout the Contract Term, a Project Manager. All communications and requests will be initiated through this position.
  
  - 2. Duties. The MCTD Project Manager will provide direct staff supervision and management of the project’s accounts and operating records and will coordinate and be responsible for the following:
    - (a) Ensuring Contractor performs all duties in accordance with the Operations of Marin Access Services And Programs Contract with the RFP and the proposal.
  
    - (b) Monitoring of ridership and the collection of all fares.
  
    - (c) Preparation of a quarterly invoice in accordance with Section 402.
  
    - (d) Oversight of Contractor maintenance of all vehicles used in services under this Agreement, including all ancillary equipment, e.g., wheelchair lifts, air conditioning, fareboxes, tablets, accessibility features.
  
    - (e) Addressing any operational problems and/or passenger complaints and accurately reporting these problems to GGBHTD in a timely manner.
  
- C. Changes and Vacancies.** MCTD shall provide the GGBHTD with advance-notice prior to any change to MCTD Project Manager. MCTD shall designate a new Project Manager, within sixty (60) calendar days of the date of the vacancy, with an individual whose qualifications and experience meet the requirements of the position. A vacancy may be temporarily filled by a qualified individual on an interim basis while a more extensive search for a replacement is conducted.
  
- D. GGBHTD Right to Request a Change.** The GGBHTD reserves the right to request a change to the MCTD Project Manager during the term of this Contract if the GGBHTD believes that a change is in the best interest of GGBHTD to assure the provision of services that meet the requirements of this Agreement.

**ARTICLE 3 OPERATIONS AND EQUIPMENT**

**SEC. 301 ASSUMED ANNUAL REVENUE HOURS**

- A. Provision of Service.** The following estimates reflect the anticipated demand for Regional Paratransit Services during the term of the contract:

	<b>Estimated Regional Hours</b>
Contract Initial Six Months:	5,176
Contract Year Two:	7,200
Contract Year Three:	7,416
Contract Year Four:	7,638
Option Year One:	7,868
Option Year Two:	8,104
Option Year Three:	8,347

**SEC. 302 ALLOWABLE SERVICE CHANGES**

- A. Description of Service Changes.**

1. Authority of the GGBHTD. The GGBHTD may modify or adjust the paratransit services provided through this Agreement at any time in response to changes in paratransit demand.
2. Allowable Service Changes. Allowable modifications and adjustments may include: extending, deleting from, or adding to Marin Access Paratransit service area and a corresponding revision of services; temporarily increasing vehicles in operation to avoid or address a capacity constraint in violation of Section 37.131(f)(3) of the Code of Federal Regulations; reallocating, decreasing, or increasing Revenue Hours or the frequency of service; or modifying requirements or scope relating to the maintenance of vehicles (hereafter collectively referred to as "Service Changes").

- B. Process for Service Changes.** GGBHTD and the MCTD will evaluate ridership changes, changes in hours of service demand, passengers per Revenue Hour, capacity constraints, and on-time performance on a monthly basis to determine if a service change is appropriate. Any changes to the service will be agreed upon with 90 days notice to allow for development of a rider notification plan and to perform the rider notification.

**SEC. 303 VEHICLES AND ANCILLARY EQUIPMENT**

- A. Regional Paratransit Service Vehicles and Equipment.**

1. GGBHTD will purchase, inspect and hold title to all Vehicles and ancillary equipment (such as mobile data terminals, radios, and fareboxes) required for use in Regional Paratransit Services.
  2. GGBHTD will not participate in the cost of any replacement or expansion vehicles for other non-ADA mandated services offered by the MCTD.
  3. Whenever GGBHTD purchases replacement vehicles for Regional Paratransit Service during the term of this Agreement, electronic and ancillary equipment including, but not limited to, Fareboxes, MERA Radios, and Digital Surveillance System will be transferred from the vehicle being replaced to the new vehicle.
  4. GGBHTD will be responsible for assuring that vehicle manufacturer specifications for all Vehicles it provides include the necessary configuration to accommodate the above-referenced equipment.
  5. MCTD has notified GGBHTD that they are purchasing vehicles with rear door wheelchair lifts for use on the Local Paratransit Service. Neither MCTD or Contractor will not use these vehicles on Regional Paratransit Service.
  6. If onboard equipment is no longer usable on replacement Vehicles provided by GGBHTD:
    - (a) MCTD will be responsible (at MCTD's expense) for replacement of fare collection and radio equipment. If MCTD incurs Labor costs in such transfer that are in excess of the labor costs assumed in the revenue hour rate, the Parties will agree on reasonable additional compensation to cover those costs.
    - (b) GGBHTD will be responsible for replacement of Digital Surveillance Systems equipment.
- B. Support Vehicles.** MCTD and/or Contractor shall be responsible for providing sufficient Support Vehicles to support the Services provided under this Agreement. Such Support Vehicles shall include vehicles for road supervision, inspection, and maintenance functions, including tow trucks, forklifts, and maintenance service vehicles. The number of Support Vehicles provided shall be at the discretion of MCTD and/or the Contractor, based on its determination of what is required to meet the requirements of this Agreement.
- C. Vehicle Dispatch.** All vehicles used under the Marin Access Paratransit Services Contract shall be dispatched interchangeably by the Contractor on both local and regional paratransit Revenue Services, except that MCTD's rear-loading vehicles are not to be used on regional Revenue Service. Vehicles provided by GGBHTD may not be used by MCTD or Contractor for any purpose not contemplated under this Agreement without advance approval of GGBHTD.
- D. Spare Parts and Tires.** MCTD and/or the Contractor shall be responsible for providing and maintaining:

1. An adequate inventory of spare parts to assure proper maintenance and operation of all Vehicles, taking into account the lead time required for shipping and other transportation and delivery requirements; and
  2. Tires in sufficient quantity for all Vehicles to assure the provision of services in compliance with all requirements of this Agreement.
- E. Decals.** The Vehicles shall be uniformly decaled, with the exception that Measure AA decals will not be placed on any vehicle not funded by Measure AA and no GGBHTD logo shall appear on rear-loading vehicles, which may not be used for Regional Paratransit Service.
- F. Fleet Planning.** The Parties will jointly develop a fleet plan for Vehicles required for performance of this Agreement. The Parties will meet every year, prior to the preparation of each Party's annual budget, to update the fleet plan and review each agency's anticipated needs for replacement and/or expansion vehicles. If Vehicles are in operation beyond their useful life (as defined by the FTA), the Parties will meet and confer to agree upon how to fund the additional cost of increased maintenance activities.

#### **SEC. 304 EQUIPMENT**

The MCTD and GGBHTD shall jointly provide all capital equipment required for performance of this Agreement unless otherwise provided herein. This includes the scheduling/dispatch equipment necessary to support the operation and maintenance of services under the Marin Access Paratransit Services Contract. A list of provided equipment can be found in the Marin Access Paratransit Services Contract under Attachment E: Vehicles and Onboard Equipment and Attachment T: Kerner Maintenance Facility Equipment & Materials List of the Marin Access Paratransit Services Contract.

### **ARTICLE 4 COMPENSATION AND COMMERCIAL TERMS**

#### **SEC. 401 COMPENSATION TO MCTD**

- A. Compensation for Regional Paratransit Services (Fixed Costs).** The GGBHTD shall compensate the MCTD for fixed administrative costs associated with providing Regional Paratransit Services as set forth below. MCTD and GGBHTD agree that GGBHTD will pay for a portion of these fixed fees to support the management, maintenance, scheduling, dispatching, and ADA eligibility requirements needed to support the service.
1. GGBHTD's proportional share of the fixed fee is based on methodology provided herein shall be effective at the start of this Agreement and this methodology shall remain in place throughout the life of this Agreement.
  2. Eligibility Processing – The MCTD contracts for "Travel Navigator" services with an outside vendor to provide information and eligibility services for all of its Mobility Management programs. The Travel Navigator contract includes information and referral and eligibility processing for all Marin Access Paratransit Services.

3. The methodology for calculating the GGBHTD's share of paratransit fixed costs consists of the calculation of three factors: trips booked by the scheduling team, revenue hours of service, and total miles. The table in Attachment B shows how these factors will be used to split the associated costs and which agency is responsible for these costs.
4. Attachment F shows a listing of sample of Revenue Hours, Total Miles, and Trips booked by program for July 2023. By June 1st of each year of this Agreement, each Party will be responsible for updating these values and recalculating the split of fixed fees. Unless the percentage split changes for more than 5% for either Party compared to the previous year, the split will remain the same. If the split changes by more than 5% of the previous year, the split will change to the new amount.

**B. Compensation for Regional Paratransit Services (Variable Cost).** The GGBHTD shall compensate the MCTD for Regional Paratransit Services as set forth below and in accordance with Attachment B.

1. Contractor Expenses. Contractor expenses shall be based on the terms of the Marin Access Paratransit Services Contract including subsequent contract amendments that have been reviewed and concurred with by the GGBHTD. Attachment A sets forth the Contractor monthly revenue hour rates for regional and local paratransit services resulting from a competitive procurement conducted by MCTD. GGBHTD acknowledges that these rates will be in effect as of the Contract Commencement Date through FY2027/28.
  - (a) Revenue Service
    1. GGBHTD shall be responsible for all costs associated with the provision of Regional Paratransit Services.
    2. GGBHTD shall be responsible for a share of the costs associated with the provision of Local Paratransit Service. The methodology for calculating the GGBHTD's share of paratransit variable is outlined in Attachment C of this agreement.
2. MCTD Expenses. Total compensation to the MCTD for ongoing costs associated with the regional paratransit service during the term of this Agreement includes the following:
  - (a) Fuel –
    1. During the term of this Agreement, the MCTD anticipates that, to the extent feasible, the Contractor will purchase fuel from County of Marin-owned and operated fuel pumps for the provision of services under the Marin Access Paratransit Services Contract to realize savings compared to the cost of fuel purchased from retail commercial sources. The GGBHTD shall pay the MCTD directly for

fuel consumed in the provision of regional paratransit service at the cost charged to the MCTD by the County of Marin. The MCTD will include documentation provided by Marin County on fuel usage and costs with quarterly invoices, in a form generally consistent with the example shown in Attachment D.

2. The GGBHTD's payment amount for fuel consumed shall be calculated based on the ratio of actual mileage operated in provision of the regional paratransit service compared to the combined Total Vehicle Miles operated for all Marin Access Paratransit Service. The GGBHTD shall not pay for fuel used for any services provided by the Contractor under other contracts using shared vehicles, although it is understood those miles will be included to determine the combined Total Vehicle Miles.
  - (b) Radio Service – During the term of this Agreement, and in accordance with the Marin Access Paratransit Contract, the MCTD will supply the Contractor with radio service secured through the MERA or other comparable provider for use by the Contractor in the provision of the Marin Access Paratransit Contract services. The MCTD provides this radio service as an expense shared with the GGBHTD with the costs allocated based on the prior year's Total Vehicle Miles. The GGBHTD's share of the radio expense will be allocated as set forth in Attachment B.
  - (c) Mobile Data Terminal (MDT) Service – During the term of this Agreement, the MCTD will supply the Contractor with MDT service for use by the Contractor in the provision of Marin Access Paratransit Services. MDT costs include ongoing software maintenance for the TripSpark PASS and the Tablet Mobile Data Terminals systems, as well as cellular airtime used by the mobile devices in the delivery of paratransit services. The MCTD provides this MDT service as an expense shared with the GGBHTD. GGBHTD's share of the MDT expense will be allocated as set forth in Attachment B.
  - (d) Demand Response Scheduling Software Costs – The MCTD and the GGBHTD use TripSpark PASS (v21 at the time this Agreement was prepared) as the software application for demand response services scheduling. TripSpark PASS scheduling software is hosted by TripSpark. GGBHTD's share of the demand response scheduling software expense will be allocated as set forth in Attachment B.
3. Fares. The Contractor will retain the cash fares collected as partial payment of MCTD's monthly invoice. TripSpark PASS software will document the dollar value of the fares required to be collected. Each month, the Contractor will deduct the total cash fares required to be collected from the amount invoiced to MCTD. The MCTD will, in turn,

deduct the amount of regional paratransit fare revenue from the total expenses invoiced by the MCTD to the GGBHTD.

**C. Compensation for Local Paratransit Services (Fixed and Variable Costs).**

Pursuant to Section 403 of the Operations and Maintenance Contract Between Marin County Transit District and Golden Gate Bridge, Highway and Transportation District, dated October 1, 2022 (referred to therein as "Contract"), the GGBHTD shall compensate the MCTD for Local Paratransit Services as set forth below and in accordance with Attachment C.

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

GGBHTD will pay a percentage of total (fixed and variable) local paratransit costs based on a formula whereby:

- i. GGBHTD's relative share of 50% of the total local paratransit costs shall be based on the ratio of GGBHTD's local, fixed-route, unlinked passenger trips to the total of (i) MCTD's fixed-route, unlinked passenger trips and (ii) GGBHTD's local, fixed-route, unlinked passenger trips. Passengers on routes not subject to the legal requirement to provide complementary paratransit service will be excluded from the passenger trips calculation. "GGT's local, fixed route, unlinked passenger trips" means non-commute trips that start and end exclusively in Marin County and do not cross a bridge or county border.
- ii. GGBHTD's relative share of 50% of the total local paratransit costs shall be based on the ratio of the GGBHTD's scheduled, non-commute bus trips, to the total number of scheduled, non-commute bus trips provided by the two Parties. Only bus trips on routes subject to the legal requirement to provide complementary paratransit service will be included in the total bus trips calculation.
- iii. The percentages shall be calculated annually to coincide with the NTD reporting period.

If the Parties disagree on whether complementary paratransit service is required for a particular bus route, they will jointly seek an interpretation from FTA of the legal requirements.

The calculated percentage for the GGBHTD local paratransit cost contribution will be applied to the total local paratransit costs for legally-mandated service on a monthly basis. GGBHTD will pay only for its portion of legally-mandated local paratransit trips. MCTD will pay for all local paratransit services that are not legally required.

GGBHTD shall be credited with a proportionate amount of fares collected from local paratransit patrons based on the formula set forth above.

GGBHTD will not pay for paratransit service that is not required under the Americans with Disabilities Act. All costs associated with paratransit service offered outside of the paratransit service area requirement ("Extended Service," e.g., paratransit services offered over ¾ mile from a fixed-route service) will be the sole responsibility of MCTD.

**SEC. 402 INVOICES**

**A. In General.** During the term of the Contract, the MCTD shall submit invoices electronically to:

- [igaffney@goldengate.org](mailto:igaffney@goldengate.org);
- [rdowning@goldengate.org](mailto:rdowning@goldengate.org); and
- [rregan@goldengate.org](mailto:rregan@goldengate.org)

GGBHTD may alter the list above by providing notice in accordance with Section 518.

Invoices for payment shall be so marked, include a reference to this Agreement number and the purchase order number assigned to this Agreement, and shall be consecutively numbered.

Requirements for invoices for GGBHTD's share of the costs of Local ADA Paratransit Services are addressed in Attachment C.

**B. Quarterly Billing Process**

1. Regional Paratransit Services Invoice. The MCTD shall submit an invoice to the GGBHTD each quarter that includes the GGBHTD's share of (a) the amount represented by the actual Vehicle Revenue Hours operated during that period multiplied by the Revenue Hour Rate; (b) the Fixed Monthly Fee for the three months of the quarter; (c) the monthly fee for eligibility processing during the quarter; (d) the fuel based on actual Total Vehicle Miles operated during the relevant three-month period; (e) quarterly MDT operational costs (e.g., mobile data costs for the Tablets) based on actual Total Vehicle Miles operated during the prior fiscal year; (f) quarterly radio expenses based on actual Total Vehicle Miles operated during the prior fiscal year; (g) quarterly MDT License Agreement costs based on actual Total Vehicle Miles operated during the prior fiscal year; and (h) a credit for actual fares collected in the provision of Regional Paratransit Services during the quarter.

Invoices will include a breakout of all individual costs for the quarter being billed as well as fiscal year to date costs for each category of costs.

2. Payment. Subject to subsection C below, the GGBHTD shall make payment to the MCTD within thirty (30) calendar days after the GGBHTD receives each quarterly invoice.



- C. Invoice Review.** In connection with the GGBHTD's review of MCTD invoices, GGBHTD reserves the right to obtain from the MCTD any information needed to support any charges included in the invoice. If the GGBHTD determines that payment has been requested for services that were not provided in accordance with this Agreement, or otherwise questions or objects to the contents of the invoice, the GGBHTD shall notify the MCTD and provide an opportunity to correct the invoice or provide further necessary documentation or explanation within ten (10) days. If such correction or documentation is not provided to the satisfaction of the GGBHTD within the required time, the GGBHTD may withhold payment of the disputed amount, but must pay any undisputed amounts that are due. If the invoice controversy is one that gives rise to a dispute between the MCTD and the GGBHTD concerning the appropriateness of payments made by MCTD to the Contractor with respect to services provided by the Contractor on behalf of the GGBHTD, the dispute will be resolved in accordance with Section 508 of this Agreement.
- D. Audits and Statements.**
1. Annual Statement. The MCTD shall provide the GGBHTD, within sixty (60) calendar days after each anniversary date of this Agreement, an unaudited statement of revenues and expenditures under the Marin Access Paratransit Services Contract for the previous fiscal year. The Parties shall meet to review and confirm that the amounts reported are consistent with this Agreement. The intent of the report and review is to ensure accurate external reporting.
  2. Discretionary Audits. In addition to the annual statements provided under paragraph 1, the GGBHTD reserves the right to conduct, at any time, an audit of any records of the MCTD that are related directly or indirectly to the services provided under this Agreement. The cost of any discretionary audit will be borne by the GGBHTD. The Parties will collaborate and cooperate on any audits or reviews by funding agencies.
  3. Adjustments. Any overpayment or underpayment uncovered in any audit under paragraph 2 may be charged or credited (as the case may be) against future amounts otherwise due. The GGBHTD shall notify the MCTD prior to assessing any such charge or credit, and any resulting dispute shall be subject to resolution under the procedures in Section 508 of this Agreement.
- E. Final Audit.** The GGBHTD may conduct a final audit of the MCTD's records, directly or indirectly related to the services provided under this Agreement, three (3) months prior to the conclusion of the term of this Agreement. Such final audit shall be paid for by the GGBHTD.

#### **SEC. 403 PERFORMANCE INDICATORS**

- A. Tracking of Performance Indicators.** MCTD or Contractor will report on a monthly basis data on the Minimum Metrics set forth below. Quarterly performance plans will be established for those areas where the indicators are consistently not met. The monthly reporting shall include an assessment of which incidences of non-

conformance were due to circumstances beyond the control of MCTD, Contractor or any person for whom MCTD is legally or contractually responsible, such as unusual weather, traffic conditions, naturally occurring disasters, or Force Majeure events set out in Section 409 part D. The circumstances beyond MCTD's or the Contractor's control do not include delays which may reasonably be anticipated on a daily basis on any given roadway or in any given area.

- B. Minimum Metrics for Regional Performance Standards.** The MCTD will require that the Contractor maintain minimum performance standards throughout the term of the Marin Access Paratransit Services Contract. Failure by the Contractor to maintain these standards may result in cancellation of that contract. The following metrics represent the minimum standard for performance under that contract:

<b>Performance Standard</b>	<b>Minimum</b>
<b>Service Standards</b>	
Capacity Denials	0
Local Paratransit Productivity (passengers/rev. hour)	2.0
Regional Paratransit Productivity (passengers/rev. hour)	1.0
Non-ADA Service Productivity (passengers/rev. hour)	3.0
At Fault Accidents / Incidents (per 100,00 miles)	< 2
Road Calls (per month)	< 3
Valid Complaints (per 10,000 rides)	< 10
On Time Performance (Each Service Separately)	>=90%
Missed Trips	< 2%
No Shows (% of performed trips)	< 2.0
On-Time Preventative Maintenance Inspections	80%
<b>Call Center Standards</b>	
Average Hold Time	< 2 min
Average Eligibility Processing Time	5 days
Minimum Percentage of Hours where Hold Time < 2 min	70%
Minimum Percentage of Hours where Hold Time < 4 min	90%

- C. **Liquidated Damages.** To emphasize the need for high quality transit services at all times, the MCTD and GGBHTD established a system of financial penalties (liquidated damages) to be imposed upon the Contractor for various infractions. This system is documented in the Marin Access Paratransit Services Contract. Prior to initiating the notification steps and assessing liquidated damages, MCTD and GGBHTD will meet to agree on the liquidated damages to be assessed and how those funds will be split between MCTD and GGBHTD.

**SEC. 404 RISK OF LOSS OR DAMAGE**

The MCTD will require the Contractor to be responsible for loss or damage to the revenue and support vehicles, equipment, tires, supplies, and facilities, whether owned by the GGBHTD or the MCTD, used in the performance of the services under the Marin Access Paratransit Services Contract. In the event of damage to or loss of a Revenue Vehicle due to an accident, the MCTD will hold the Contractor responsible for replacement costs of such vehicle. If the damaged vehicle was acquired with federal assistance, replacement costs for the vehicle will be determined in accordance with Section 19 of FTA's Master Agreement and in accordance with FTA Circulars 5010.1E and 9030.1E. The MCTD and the GGBHTD will cooperate with the Contractor in addressing any issues with FTA that arise out of such damage to or loss of a federally-assisted vehicle.

**SEC. 405 INSURANCE**

To address the insurance requirements related to the provision of Local ADA Paratransit Services and Regional Paratransit Services, the MCTD agrees to include, and has included, the following language in the Marin Access Paratransit Services Contract with the Contractor. GGBHTD may request proof of insurance at any time during the Agreement term:

- A. **Mandatory Insurance Policies.** Before providing services under this Agreement, the Contractor shall acquire and maintain the following insurance coverage for the term of this Agreement from an insurer acceptable to Marin Transit. The limits of this insurance are not to be construed as a limit of the Contractor's liability under this agreement. Vehicles must be insured to replacement value.

- 1. Commercial General Liability.

- (a) *Minimum Scope of Insurance.* Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent. The MCTD must review a non-ISO form prior to acceptance of the Contractor.

The policy shall include but not be limited to: premises and operations; contractual liability covering indemnity provisions contained in the Agreement; personal injury; explosion, collapse and underground coverage; products and completed operations and broad form property damage. The policy shall contain a waiver of subrogation in favor of MCTD.

- (b) *Mandatory Policy Contents or Endorsement Provisions.* The MCTD, and the public entity awarding the Contractor if other than the MCTD, and their officials, employees and volunteers, as well as the GGBHTD, and their officials, employees, agents, and volunteers, shall be named as additional insured parties on the face of all policies when service is contracted with a non-governmental agency, for liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, and/or Premises owned, leased or used by the Contractor. The coverage shall contain no special limitations to the scope of protection afforded to the MCTD, GGBHTD, and their respective officials, employees, agents, or volunteers. In cases of contracted service being provided by a governmental agency with self-insurance or at the MCTD's discretion, a letter shall be provided signed by a duly authorized representative of the governmental agency to that effect to the MCTD's General Manager, with a carbon copy (cc) sent to the GGBHTD's General Manager, acknowledging that said governmental agency will cover the MCTD and the GGBHTD, in cases of any liability on the part of said transit operator.

The Contractor's insurance coverage shall be primary, and any insurance or self-insurance maintained by the MCTD, GGBHTD, and their respective officials, employees, and volunteers or other insureds shall be in excess of the Contractor's insurance and shall not contribute with it. The coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Contractor shall provide written confirmation that the MCTD and the GGBHTD are named as an additional insureds on the policy for all activities engaged in by Contractor under the terms of this Agreement. The Contractor shall provide Marin Transit with notice upon any receipt of any claim.

- (c) *Minimum Limits of Insurance.* Subject to the option and agreement of the MCTD, the Contractor shall maintain limits of no less than Ten Million Dollars (\$10,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

## 2. Automobile Liability Coverage

- (a) *Minimum Scope of Insurance.* Coverage shall be at least as broad as the Insurance Services Office (ISO) form number CA 0001 (Ed. 1/87), or its equivalent, covering automobile liability Code 1 "any auto".
- (b) *Mandatory Policy Contents or Endorsement Provisions.* Policy is to include ISO endorsement form CA 0029. Automobile liability is to cover all vehicles owned, leased, hired or borrowed by the

Contractor. The policy must include as additional insureds MCTD, GGBHTD, and their respective officials, employees, agents, or volunteers, and shall contain no special limitations to the scope of protection afforded to the MCTD, its officials, employees, or volunteers.

Contractor's insurance coverage shall be primary, and any insurance or self-insurance maintained by MCTD, GGBHTD, and their respective officials, employees and volunteers or other insureds shall be in excess of the Contractor's insurance and shall not contribute with it. The coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (c) *Minimum Limits of Insurance.* Subject to the option and agreement of the MCTD, the Contractor shall maintain limits of no less than Five Million Dollars (\$10,000,000) combined single limit per accident for bodily injury and/or property damage.

3. Automobile Physical Damage Insurance for Vehicles

Auto (bus) physical insurance to cover the vehicles used in this Agreement. Such Vehicles will be insured at replacement cost, and Contractor shall also pay any deductibles included on such insurance policy. The policy should include a waiver of subrogation in favor of the MCTD, the GGBHTD, and their respective representatives.

4. Workers' Compensation and Employers' Liability Insurance

- (a) *Minimum Scope of Insurance.* Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (b) *Mandatory Policy Contents or Endorsement Provisions.* Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability insurance.

A waiver of subrogation endorsement must accompany each policy required under this section, stating:

"It is understood and agreed the Company waives any right of subrogation against the Marin County Transit District, the Golden Gate, Bridge, Highway and Transportation District and their respective representatives which might arise by reason of any payment under this policy for work performed by Assured under the Contract."

- (c) *Minimum Limits of Insurance.* The Contractor shall maintain limits no less than Workers' compensation limits as required by the

Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

- B. Effective Dates, Cancellation, and Limits Diminution of Mandatory Insurance Policies.** All required insurance policies shall be in effect until final acceptance of the Contractor's work by the MCTD and shall provide that they may not be canceled or materially diminished in limits without first providing the MCTD with thirty (30) days written notice of intended cancellation or diminution. If the Contractor fails to maintain the required insurance, The MCTD may secure insurance and deduct the cost from any funds owing to the Contractor. The policies of insurance the Contractor is to provide under this agreement shall be for a period of not less than one year.
- C. Acceptability Of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII if admitted. A non-admitted insurer shall have a Best's rating of no less than A-X.
- D. Applicability to Subcontractors.** In addition to the above policies, if the Contractor hires a subcontractor under this Agreement, the Contractor shall require the subcontractor to provide insurance identical to the coverage required under this Agreement, except as specified below, and shall require the subcontractor to name the Contractor, the MCTD, and the GGBHTD as additional insureds under its contract. Certificate(s) of Insurance(s) and original endorsement(s) providing such coverage shall be provided to the MCTD.

Should the Contractor enter into a contract or assign work contemplated under this Agreement to a taxi company or other provider that utilizes smaller vehicles (such as sedans, station wagons, or minivans) in the provision of transportation services, all provisions of the above paragraph shall apply but the Business Automobile Liability Insurance limits for each occurrence may be reduced to One Million Dollars (\$1,000,000) per occurrence. This is subject to the approval of the MCTD.

- E. Deductibles and Self-Insured Retentions.** Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the MCTD. The Contractor shall be solely responsible for all deductibles or self-insured retentions, if any.
- F. Verification of Coverage.** The Contractor shall furnish the MCTD and the GGBHTD with Certificate(s) of Insurance and with original endorsement(s) affecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person that insurer is authorized to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the MCTD or on forms received and approved by the MCTD before work commences. The MCTD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Failure to Procure and Maintain the Required Insurance.** The Contractor shall not render services under the terms and conditions of this Agreement unless each type of required insurance coverage and endorsement is in effect and the Contractor has delivered the certificate(s) of insurance and endorsement(s) to

the MCTD as required. If the Contractor fails to procure and maintain the required insurance, the MCTD may do so, and the premiums of such insurance shall be paid by the Contractor to the MCTD upon demand. The policies of insurance the Contractor is to provide under this Agreement shall be for a period of not less than one year, and proof of required coverages shall be provided annually. The Contractor acknowledges that failure to maintain the insurance coverage as described herein at any time during the term of this Agreement constitutes a material breach of this Agreement.

In the event that the Contractor receives any notice of cancellation, cessation or suspension of coverage, it shall immediately notify the MCTD.

The MCTD and the Contractor specifically agree and acknowledge that, should the Contractor's insurance coverage lapse for any reason during the term of this agreement and/or any extension thereof, such lapse shall be grounds for immediate termination of this Agreement by the MCTD.

- H. Additional Coverage or Endorsements.** The MCTD has the right to request additional coverages and/or endorsements on the insurance as the MCTD deems necessary, and the MCTD shall compensate the Contractor for any additional cost incurred for such coverages and/or endorsements. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to the MCTD and the GGBHTD.

#### **SEC. 406 INDEMNIFICATION BY THE CONTRACTOR**

To address the indemnification requirements related to the provision of Local ADA Paratransit Services and Regional Paratransit Services, the MCTD agrees to include, and has included the following language in the Marin Access Paratransit Services Contract with the Contractor:

- A. General Requirement.** Contractor agrees to protect, defend, indemnify and hold MCTD, its Governing Body, officers, employees, agents, and the Golden Gate Bridge, Highway and Transportation District, its Directors, officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Marin Access Paratransit Services Contractor the performance thereof by Contractor, any subcontractor of Contractor, or any person for whom Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim was based was caused by the negligence or willful misconduct of Contractor, any subcontractor, or any other person for whom Contractor is legally or contractually responsible. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, any tangible or intangible property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it

is alleged or determined that Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

- B. Handling of Claims.** The MCTD agrees that it will notify Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection A; provided that the failure of MCTD to so notify Contractor shall not relieve Contractor of any of its obligations under this Section. Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless MCTD notifies Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. If MCTD elects to be represented by its own counsel, MCTD will pay the costs of such representation. The MCTD shall provide such assistance (except financial) for the defense of any claim as may be reasonably required by Contractor. The MCTD shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of Contractor. Contractor agrees to inform the MCTD and the GGBHTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with the MCTD and the GGBHTD with respect to all matters relating to any claim.

#### **SEC. 407 TERMINATION FOR CONVENIENCE**

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



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

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

#### **SEC. 408      TERMINATION BY MUTUAL AGREEMENT**

This Agreement may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 407 and Section 409, respectively.

#### **SEC. 409      TERMINATION FOR DEFAULT**

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

resolved by the MCTD and the GGBHTD are subject to resolution pursuant to Section 508 of this Agreement.

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

**SEC. 410 RESPONSIBILITY FOR EMPLOYEE COSTS; WORKFORCE MANAGEMENT**

- A. **In General.** The MCTD will require the Contractor to be responsible for all employee costs and expenses incurred in connection with the services provided under the Marin Access Paratransit Services Contract, and shall not be entitled to any additional reimbursement for any employee costs or expenses arising as a result of fluctuations in volume or levels of service provided under that contract.
- B. **Workforce Management.** The Marin Access Paratransit Services Contract requires the Contractor to manage its overall workforce to avoid or minimize any adverse impact on employees resulting from fluctuations in volume or level of services provided that contract, or from the termination of that contract or expiration of that contract's Contract Term.

**ARTICLE 5 ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS**

**SEC. 501 REPORTING**

- A. **External Reporting by the GGBHTD.** The GGBHTD will report its all NTD data for all GGBHTD paratransit services including those services provided by the MCTD through the Contractor and in accordance with this Agreement, effective FY 2021/22. The data reported will include a portion of the Local Paratransit Services (in accordance with the cost-sharing arrangement set forth in Attachment C) and all Regional Paratransit Services provided.
- B. **The MCTD's Obligation.** In order to document services provided under the Agreement, MCTD shall maintain, and require the Contractor to maintain, all records requested by the GGBHTD and as required for good business practices. The MCTD shall take appropriate steps to ensure the proper monitoring of service levels, and maintenance and operations activities related to the services provided under this Agreement. The MCTD shall permit, and require the Contractor to permit, authorized representatives of the GGBHTD to examine all data and records related to this Agreement upon request or according to scheduled reporting periods.

1. Ongoing Operations Data. MCTD will provide GGBHTD with access to operational data for services under this Agreement, subject to applicable laws using TripSpark PASS, TransTrack and other data sharing tools. Personnel information and information subject to privacy requirements will not be provided; instead, this information will be provided in a format that protects privacy.
  - (a) On-line access to operations data will be provided using systems already in use as of commencement of this Agreement. Operations data will include the following reporting:
  - (b) Ridership Reports. MCTD or Contractor shall maintain an ongoing data feed to TransTrack that will include all required metrics included in the Marin Access Paratransit Services Contract.
2. FTA-National Transit Database (NTD) Data. The MCTD will be responsible for, and require the Contractor to be responsible for, the tracking, collection, and preparation of the NTD report data in accordance with FTA guidelines. The MCTD will cooperate and work with GGBHTD when GGBHTD is required to respond to NTD data audits.
3. Special Reports. The MCTD shall prepare and provide, or require the Contractor to prepare and provide, any special reports, or more detailed information, requested by the GGBHTD. The GGBHTD will compensate the MCTD and the Contractor for any necessary programming or additional software necessary to complete such report. The GGBHTD's approval for such a charge will be obtained in advance by the MCTD on its behalf and/or on behalf of the Contractor.

**C. Meetings.** The MCTD Project Manager shall meet with the GGBHTD Project Manager at least every two weeks and more frequently as necessary to discuss services provided and issues arising under this Agreement. Meetings with other key MCTD, Contractor and GGBHTD staff will be held on a regular basis, as well as on an as-needed basis. The Parties' staff shall include each other in appropriate meetings related to service, planning, maintenance, and operations, as well as in circumstances in which either Party is contemplating the purchase of new paratransit equipment or systems or is making significant planning decisions.

A representative of MCTD shall be present at public meetings of GGBHTD Advisory Committee on Accessibility and at other GGBHTD public meetings upon request of the GGBHTD Project Manager.

Representatives of both Parties shall be present at public meetings of the Marin County Paratransit Coordinating Council.

## **SEC. 502 COMPLAINT RESOLUTION**

MCTD will require the Contractor to follow these procedures for the handling and resolution of customer complaints:

**A. Customer Complaints.**

1. Intake of Complaints. The Contractor will be responsible for the initial intake of comments from the customers including comments about reasonable modification requests. In the event that a complaint is lodged through the MCTD administrative office, the MCTD will provide the Contractor with the complaint documentation through the TransTrack System.
2. Required Contractor Process. The Contractor shall establish a process for the thorough and prompt resolution of all customer complaints, in accordance with this Section. The process shall be completed and closed out in TransTrack within two (2) business days from the date of receipt of the complaint, and shall include, at a minimum, the following:
  - (a) contemporaneous documentation of the nature of the complaint;
  - (b) passenger contact information;
  - (c) investigation, follow-up, and investigative reports; and
  - (d) complaint resolution, including any remedial action taken.
3. Complaint Validity. For purposes of this Section, the MCTD will consider a customer complaint valid unless the MCTD determines that the Contractor has sufficiently documented that the complaint is not valid.

**B. Title VI and ADA Complaints.**

1. Required Contractor Process. The Contractor shall establish a process for the thorough and prompt consideration of all Title VI and ADA complaints. The MCTD and the GGBHTD shall be immediately notified of all such complaints in writing. In addition, at a minimum, the process shall include the following:
  - (a) intake procedures and complaint evaluation;
  - (b) passenger contact information;
  - (c) investigation, follow-up, and investigative reports (including the information described below in the description of report evaluation criteria in paragraph (2); and
  - (d) proposed complaint resolution.
2. Complaint Investigation. All Title VI and ADA passenger complaint investigative reports will be evaluated by the MCTD and the GGBHTD for compliance with federal requirements. The Contractor is responsible for assuring that each completed investigative report provides full and complete documentation for each of the following requirements:

- (a) statement of issues;
  - (b) respondent's reply to each issue; and
  - (c) findings of fact.
3. Complaint Resolution Plan. Prior to implementation, the Contractor shall submit its Title VI and ADA Complaint Resolution Plan to the MCTD and the GGBHTD for evaluation and approval.

**SEC. 503 ACCIDENT AND INCIDENT REPORTING**

The MCTD will require the Contractor to follow the following procedures for accident and incident reporting in accordance with Attachment G: Marin Access Reporting Requirements to the Marin Access Paratransit Services Contract. The Contractor shall follow notify the designated GGBHTD representative following the protocol described therein.

**SEC. 504 AUDIT AND INSPECTION OF RECORDS**

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

**SEC. 505 OWNERSHIP OF DOCUMENTS**

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

**SEC. 506 REPLACEMENT SERVICES**

**A. Plan and Response.**

1. Contractor Plan. In the event that the Contractor is unable, due to any event not caused by the MCTD, the GGBHTD, or not constituting a *Force Majeure* event generally consistent with Section 409 part D of this Agreement, to provide services in full compliance with the requirements of the Marin Access Paratransit Services Contract, the MCTD shall require the Contractor to deliver a plan to the MCTD and the GGBHTD within twenty-four (24) hours after the event detailing what actions will be taken and what the schedule will be to resume providing services in full compliance with the requirements of the Marin Access Paratransit Services Contract.
2. MCTD and GGBHTD Response. If the Contractor has not resumed providing services in full compliance with the requirements of the Marin Access Paratransit Services Contract within fifteen (15) calendar days of the event, then the MCTD may, after consultation with the GGBHTD, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). In coordination with the GGBHTD, the MCTD may utilize such replacement services as a substitute for all or any part of the Contractor's services, and may maintain such replacement services in effect until either: (a) the Contractor is able to resume performance in full compliance with the Marin Access Paratransit Services Contract; or (b) the MCTD terminates the Contractor and obtains a permanent replacement contractor.

**B. Liability; Limits on Compensation.** If the MCTD utilizes replacement services under this Section, the Contractor shall be liable to the MCTD for (1) the actual amount by which the cost of such services exceeds the amount that would have been payable under the Marin Access Paratransit Services Contract for comparable services; plus (2) the administrative costs incurred by the MCTD and the GGBHTD in obtaining the replacement services. During the period in which any replacement services are provided, the only compensation payable to the Contractor shall be for any Revenue Hours the Contractor itself actually provides. The MCTD shall pass on to the GGBHTD a proportionate share of any recovery received by the MCTD from the Contractor under this subsection.

**C. Savings Clause.** Any action taken by the MCTD pursuant to this Section in response to the Contractor's failure to perform shall not preclude the MCTD from subsequently finding the Contractor in default of the Marin Access Paratransit Services Contract for the same or any related failure to perform.

## **SEC. 507 CONTINUITY OF SERVICES**

**A. MCTD Obligation.** If the GGBHTD assumes direct responsibility for providing or contracting for paratransit services upon expiration or termination of this Agreement, the MCTD agrees to: (1) fully cooperate in any procurement process conducted by GGBHTD; (2) furnish phase-in training for the new operator; (3) exercise its best efforts and cooperate to effect an orderly and efficient transition to the new operator (including providing access to Revenue Vehicles, coordination of any equipment transfers, and related actions); and (4) provide sufficient experienced personnel during the phase-in, phase-out period to ensure

that the services called for by the Agreement are maintained at the required level of proficiency.

- B. Compensation.** The GGBHTD shall compensate the MCTD for the reasonable costs of the services it provides under this Section, in the amounts agreed upon by the Parties.

**SEC. 508 DISPUTES**

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

**SEC. 509 INSPECTION OF WORK**

- A. Right to Inspect.** All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and testing by the GGBHTD to the extent practicable at all times and places during the term of this Agreement. All inspections by the GGBHTD shall be made in such a manner as to not unduly delay the work. The GGBHTD shall have the right to enter the premises used by the Contractor and/or the MCTD for the purpose of inspecting and auditing all data and records which pertain to the Contractor's performance under the Marin Access Paratransit Services Contract or the MCTD's performance under this Agreement, and observing management and operational practices. The GGBHTD shall also have the right to enter the premises used by the Contractor for the purpose of inspecting vehicles that are used to provide services under the Marin Access Paratransit Services Contract.
- B. Corrections and Adjustments.** If maintenance work or other work is not performed in accordance with the requirements of the Marin Access Paratransit Services Contract, the GGBHTD shall have the right to require that the MCTD to (1) cause the Contractor to perform such work again correctly at no additional cost to the GGBHTD or the MCTD; or (2) deduct a fair and reasonable amount from the payments to the Contractor.

**SEC. 510 RESPONSIBILITIES OF THE CONTRACTOR**

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

**SEC. 511 LACK OF FUNDS**

- A. Funding Requirement.** Entering into the Agreement is subject to receipt by the GGBHTD of local, state, and federal funds adequate to carry out the provisions in full.
- B. Cancellation or Reductions.** The GGBHTD may cancel or reduce the amount of service to be rendered if the GGBHTD determines that such action is in the GGBHTD's best interests, or there will be a lack of funding available for the service. In such event, the GGBHTD will, if possible, notify the MCTD in writing one hundred and twenty (120) calendar days in advance of the date such cancellation or reduction is to be effective. A cancellation of the Agreement for lack of funds will be processed in accordance with the Termination for Convenience provisions of Section 407.

**SEC. 512 CONFLICT OF INTEREST**

- A. General Rule.** No employee, officer, or agent of either the MCTD or the GGBHTD shall participate in the selection, or in the award or administration, of a contract required under this Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any entity selected for the award:
  - 1. the employee, or an officer or agent of the employee;
  - 2. any member of the employee's immediate family;
  - 3. the employee's business partner; or
  - 4. an organization which employs, or is about to employ, any of the above.
- B. Gratuities.** The MCTD and the GGBHTD's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to subagreements.



- C. **Organizational Conflict of Interest.** The GGBHTD and the MCTD both agree to follow their respective rules and procedures, and FTA requirements, regarding Organizational Conflicts of Interest during the Agreement Term.

**SEC. 513 ANTIDISCRIMINATION AND EEO REQUIREMENTS**

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

**SEC. 514 COMPLIANCE WITH LAWS AND REGULATIONS**

The Parties shall give all notices and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Agreement, including, but not limited to, the laws referred to in these provisions of this Agreement. If the Agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, each Party shall furnish to the other certificates of compliance with all such laws, orders, and regulations.

**SEC. 515 WAIVER OF TERMS OR CONDITIONS**

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

**SEC. 516 INTERPRETATION, JURISDICTION, AND VENUE**

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California. Both Parties hereby consent and submit to the jurisdiction of the appropriate courts of California or of the United States having

jurisdiction in California for adjudication of any suit or cause of action arising under or in connection with the Agreement documents, or the performance of such Agreement, and agrees that any such suit or cause of action may be brought in any such court.

**SEC. 517 CONSTRUCTION**

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

**SEC. 518 OFFICIAL RECEIPT/NOTICE**

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

Kyle French, Operations Manager  
Marin Transit  
711 Grand Ave., Suite 110  
San Rafael, CA 94901

OR [kfrench@marintransit.org](mailto:kfrench@marintransit.org)

Communications to the GGBHTD shall be addressed as follows:

Jon Gaffney, ADA Compliance and Program Manager  
Golden Gate Bridge, Highway & Transportation District  
1011 Andersen Drive  
San Rafael, CA 94901

OR [jgaffney@goldengate.org](mailto:jgaffney@goldengate.org)

**SEC. 519 PROHIBITION ON ASSIGNMENT**

Neither Party shall assign, transfer, or delegate to any Party any of its duties or obligations under this Agreement, except under the Marin Access Paratransit Services Contract.

**SEC. 520 SEVERABILITY**

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

**SEC. 521 INDEMNIFICATION**

The Parties shall indemnify, release, and hold harmless each other, its officers, and employees against any claim, demand, suit, judgment, loss, liability, or expense of any kind, including attorney’s fees, arising out of or resulting in any way from any acts or omissions, negligent or otherwise, of the other Party, its officers, agents, and employees in the performance of their duties and legal obligations under this Agreement – that is, MCTD’s indemnity duties and legal obligations are limited to matters arising out of the provision of local paratransit service; and,

GGBHTD's indemnity duties and obligations are limited to matters arising out of the provision of regional paratransit service.

**SEC. 522 ENTIRE AGREEMENT; AMENDMENT REQUIRED**

Together with Sections 319 and 403 of the Local Service Contract, this Agreement constitutes the entire agreement between the GGBHTD and the MCTD for paratransit services, and supersedes all prior negotiations, agreements, and understandings with respect thereto. No change, modification, or amendment to the obligations or responsibilities of the Parties under the terms of this Agreement shall be effective unless it is made by written Amendment, considered and approved by the MCTD and the GGBHTD's respective Governing Body, and duly executed by both Parties.

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

MARIN COUNTY MCTD

GOLDEN GATE BRIDGE, HIGHWAY AND  
TRANSPORTATION DISTRICT

By: \_\_\_\_\_  
Katie Rice  
President of the Board

By: \_\_\_\_\_  
Michael Theriault President, Board of  
Directors

Approved as to form:

ATTEST:

By: \_\_\_\_\_  
Brian E. Washington  
County Counsel

By: \_\_\_\_\_  
Amorette M. Ko-Wong  
Secretary of the District

Approved as to form:

By: \_\_\_\_\_  
Kimon Manolius  
Attorney for the GGBHTD

**ATTACHMENT A - CONTRACTOR COMPENSATION**

The following table states the Revenue Hour Rate well as the Monthly Fixed fee to be paid to the Contractor for services provided under the Marin Access Paratransit Services Contract. The rates listed reflect a revision to initial contract rates included in Amendment 1 to the Marin Access Paratransit Services Contract dated February 6, 2023.

Contract Year	Monthly Fixed Fee	Revenue Hour Rate
Year 1 (02/2022-06/2022)	\$ 261,969	42.79
Year 2 (07/2023-01/2023)	\$ 272,186	44.46
Year 2 (02/2023-06/2023)	\$ 269,604	51.08
Year 3 (07/2023-06/2024)	\$ 279,552	52.96
Year 4 (07/2024-06/2025)	\$ 288,861	54.73
Year 5 Option Year 1 (FY25-26)	\$ 297,527	56.37
Year 6 Option Year 2 (FY26-27)	\$ 308,804	58.51
Year 7 Option Year 3 (FY27-28)	\$ 320,631	60.75

**ATTACHMENT B - ESTIMATED FIXED AND VARIABLE COSTS TO GGBHTD FOR REGIONAL PARATRANSIT SERVICE; ADDITIONAL COST ELEMENTS, AND SAMPLE INVOICE**

**Estimated Fixed and Variable Costs:**

Regional Paratransit Costs to the District	Estimated Marin Regional Paratransit Hours	Variable Cost	Fixed Cost	Fixed and Variable
Contract Initial Five Months:	5176	\$ 221,481.04	\$157,181.40	\$378,662.44
Contract Year Two (07/2022-02/2023)	4200	\$ 186,732.00	\$326,623.20	\$513,355.20
Contract Year Two (02/2023-06/2023)	3000	\$ 153,240.00	\$323,524.80	\$476,764.80
Contract Year Three:	7416	\$ 392,751.36	\$335,462.40	\$728,213.76
Contract Year Four:	7638	\$ 418,054.01	\$346,633.20	\$764,687.21
Option Year One:	7868	\$ 443,498.55	\$357,032.40	\$800,530.95
Option Year Two:	8104	\$ 474,145.35	\$370,564.80	\$844,710.15
Option Year Three:	8347	\$ 507,066.48	\$384,757.20	\$891,823.68
*Estimated Costs. Does not indicate a not to exceed amount				

**Additional Cost Elements paid by GGBHTD to MCTD include the following and are reflected in the invoices, as follows:**

	Costs Included	Cost Allocation Factor	How to Determine Regional Service Cost Share
<b>Call Center</b>	Call Center Staff, including Schedulers & Dispatchers	Trips Booked Thru Call Center	<p>Step 1: Determine percentage of booked trips that are considered "Regional trips"</p> <p>Step 2: Apply that percentage to Call Center costs to determine Call Center Regional Service Costs. GGBHTD is responsible for 100% of Call Center Regional Service Costs.</p> <p>(For example: If 25% of all paratransit trips booked are Regional trips, GGBHTD pays 25% of Call Center costs)</p>
<b>Program Eligibility</b>	80% of Costs Associated with Marin Access Travel Navigator Coordinator and	Trips Booked Thru Call Center	<p>Step 1: Determine percentage of booked trips that are considered "Regional trips"</p> <p>Step 2: Apply that percentage to Program</p>

	<b>Costs Included</b>	<b>Cost Allocation Factor</b>	<b>How to Determine Regional Service Cost Share</b>
	Travel Navigators  (Note: MCTD will pay remaining 20% to reflect mobility management activities)		Eligibility costs to determine Program Eligibility for Regional Service Costs. GGBHTD is responsible for 100% of Program Eligibility for Regional Service Costs.  (For example: If 25% of all paratransit trips booked are Regional trips, GGBHTD pays 25% of Program Eligibility costs)
<b>Maintenance</b>	Maintenance Managers and Staff	Total Miles Operated	Step 1: Determine total miles operated for Regional Trips  Step 2: Apply that percentage to Maintenance costs to determine "Maintenance Costs for Regional Service Costs." GGBHTD is responsible for 100% of Maintenance Costs for Regional Service.  (For example: If 25% of all paratransit miles driven are for Regional trips, GGBHTD pays 25% of Maintenance costs)
<b>Professional Services</b>	MCTD Staff or consultant time needed for paratransit program support	Trips Booked Thru Call Center	Step 1: Determine percentage of booked trips that are considered "Regional trips"  Step 2: Apply that percentage to Professional Services costs to determine Professional Services Costs
<b>All Other Costs:</b>	Examples: <ul style="list-style-type: none"><li>MERA Bond and Operating Costs</li></ul>	Average of Total Miles and Booked Trips	Step 1: Determine percentage of booked trips that are considered "Regional trips"  Step 2: Determine percentage of total miles

	<b>Costs Included</b>	<b>Cost Allocation Factor</b>	<b>How to Determine Regional Service Cost Share</b>
	<ul style="list-style-type: none"> <li>• Software Maintenance / License</li> <li>• Software Hosting</li> <li>• Cellular Service for Tablets</li> </ul>		<p>that are considered "Regional trips"</p> <p>Step 3: Take the average of the two percentages determined above and apply that percentage to any other costs to determine the Regional portion of other costs.</p>

DRAFT

**Sample Invoice for GGBHTD portion of Regional Paratransit Costs:**

Page 1:



711 grand ave, #110  
 san rafael, ca 94901  
 ph: 415.226.0855  
 fax: 415.226.0856  
 marintransit.org

**INVOICE**

To: Ron Downing  
 Golden Gate Bridge Highway & Transportation District  
 1011 Andersen Drive  
 San Rafael, CA 94901

Remit to: Lauren Gradia  
 Marin Transit  
 711 Grand Avenue, Suite 110  
 San Rafael, CA 94901

Invoice #: 2022076 cc. Joanna Huitt  
 Amount: \$147,645.20  
 Contract Number: 151633  
 GGBHTD Reference: PO P107488, V012312  
 Billing Date: 8/19/2022  
 Description: Operation of Regional (Intercounty) Paratransit Services for the 4rd quarter of FY22

***Purchased Transportation expenses:***

Service Month	Hours	Invoice #	Cost (\$42.79)
April	373.33	416-04012022	\$15,975
	Fixed fee	6417	\$24,373
May	340.77	416-051022	\$14,582
	Fixed fee	416-051022	\$24,373
June	262.85	416-061022	\$11,247
	Fixed fee	416-061022	\$24,373
Prior Period Hours adjustment		001	\$2,357
COVID Wages		416-0108022CD	\$622
<b>Total purchased transportation</b>			<b>\$117,900</b>

***Eligibility Processing:***

***now in Fixed Fee***

*(continued on next page)*



Page 2:

**Fuel:**

Total Miles as Reported by WSW (for FUEL)

	MCTD	GGT -RPT	MCTD = local paratransit & Novato Dial a Ride GGT = regional paratransit
April	53,028 84.88%	9,444 15.12%	
May	52,993 83.02%	10,842 16.98%	
June	50,519 85.01%	8,911 14.99%	
<b>Q4 Total</b>	<b>156,538</b>	<b>29,197</b>	

Service Month	Total Gallons	Total Fuel Expense	GGT Share
April	9,180.30	\$ 48,608.59	\$ 7,349.63
May	8,884.80	\$ 45,900.77	\$ 7,793.95
June	8,783.90	\$ 50,389.95	\$ 7,555.77
			<b>\$ 22,699.35</b>

**Other Costs:**

COLO:	Professional Services (IT)	\$100.40
	Software	\$5,692.41
	MISC - COVID-19 Expenses	\$3,385.03
	Facility Expenses	\$1,444.60
MDT:	Network Charges	\$559.55
MERA:	Capital Bond	\$5,780.18
	Operating	\$4,172.35
<b>Total Other Costs</b>		<b>\$21,114.52</b>

<b>Total Costs</b>	<b>\$161,713.98</b>
<b>Less Fare Revenue</b>	<b>\$ (14,068.50)</b>

<b>Total Due this Invoice</b>	<b>\$147,645.20</b>
-------------------------------	---------------------

Attachment List:

- Abila report showing revenue and expenses by category

**Make Payable to "Marin County Transit District"**  
Due date is 30 days from issuance

08 - O - 00 - RPT - 4601004 - NA - NA	\$141,865.02
08 - C - 00 - RPT - 4601004 - ME - NA	\$5,780.18

RPT - Regional Paratransit

	FY22 Total Budget		Current Period		Percent Total Budget Used	
	FY21 Actual	Revised	Previously Billed	Actual Year to Date		
<b>Revenue</b>						
4140100 Fare Revenue - General	38,322.15	62,599.66	49,793.55	14,068.50	63,862.05	102%
4601004 GGBHTD Payment for Regional Paratransit	<u>574,546.21</u>	<u>705,472.86</u>	<u>512,788.05</u>	<u>0.00</u>	<u>512,788.05</u>	<u>73%</u>
<b>Total Revenue</b>	<u>612,868.36</u>	<u>768,072.52</u>	<u>562,581.60</u>	<u>14,068.50</u>	<u>576,650.10</u>	<u>75%</u>
<b>Expense</b>						
5030301 Professional Services	105.97	3,000.00	1,985.09	100.40	2,085.49	70%
5030320 Customer Service	6,327.48	4,189.33	15,840.16	0.00	15,840.16	378%
5040101 Oil & Fuel	40,623.16	71,867.43	57,290.27	22,699.35	79,989.62	111%
5049903 Software	4,947.04	7,800.45	1,460.00	5,692.41	7,152.41	92%
5049911 COVID-19 Other	5,775.45	13,440.00	2,181.23	3,365.03	5,546.26	41%
5050204 Comm-MERA radio	2,911.48	3,559.31	0.00	4,172.35	4,172.35	117%
5050206 Comm - Data	664.49	1,862.00	1,376.53	559.55	1,936.08	104%
5080102 Purchased Transportation - separate report	551,131.08	659,320.00	480,346.53	117,900.11	598,246.64	91%
5120402 MERA Capital Bond	382.21	6,000.00		5,780.18	5,780.18	96%
503 - 504 Facility Expenses		<u>5,000.00</u>	<u>2,101.51</u>	<u>1,444.60</u>	<u>3,546.11</u>	<u>71%</u>
<b>Total Expense</b>	<u>612,868.36</u>	<u>776,038.52</u>	<u>562,581.32</u>	<u>161,713.98</u>	<u>724,295.30</u>	<u>93%</u>
<b>Net Revenue Over Expenditures</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>147,645.48</u>	<u>147,645.20</u>	

Regional Paratransit costs from April - June 2022 \$147,645.20



**ATTACHMENT C –INVOICING PROTOCOLS FOR LOCAL PARATRANSIT SERVICES PROVIDED BY MCTD ON BEHALF OF GGBHTD; ESTIMATED FIXED AND VARIABLE COSTS TO GGBHTD FOR LOCAL SERVICES; ADDITIONAL COST ELEMENTS, AND SAMPLE INVOICE**

**Invoicing Protocols:**

**Quarterly Billing Process**

Local Paratransit Services Invoice. The MCTD shall submit an invoice to the GGBHTD each quarter that includes the GGBHTD's agreed upon share of Local paratransit service costs by applying the formula set forth in subsections A.1 and A.2 to (a) the amount represented by the actual Vehicle Revenue Hours operated during that period for Local Service multiplied by the Revenue Hour Rate. The MCTD will then apply the agreed upon splits along with the formula set forth in subsections A.1 and A.2 to the following; (b) the Fixed Monthly Fee for the three months of the quarter; (c) the monthly fee for eligibility processing during the quarter; (d) the fuel based on actual Total Vehicle Miles operated during the relevant three-month period; (e) quarterly MDT operational costs (e.g., mobile data costs for the Tablets) based on actual Total Vehicle Miles operated during the prior fiscal year; (f) quarterly radio expenses based on actual Total Vehicle Miles operated during the prior fiscal year; (g) quarterly MDT License Agreement costs based on actual Total Vehicle Miles operated during the prior fiscal year. The MCTD will also provide (h) a credit for actual fares collected in the provision of Local Paratransit Services during the quarter pursuant to formula set forth in subsections A.1 and A.2.

Invoices will include a breakout of all individual costs for the quarter being billed as well as fiscal year to date costs for each category of costs.

Payment. Subject to Section 402 subsection C, the GGBHTD shall make payment to the MCTD within thirty (30) calendar days after the GGBHTD receives each quarterly invoice.

**Estimated Fixed and Variable Costs**

<b>Marin Local Costs to District</b>	<b>Est. GGBHTD Local Hours</b>	<b>Variable Cost</b>	<b>Fixed Cost</b>	<b>Fixed and Variable</b>
Contract Initial Five Months	2,890	\$123,655	\$260,928	\$384,486
Contract Year 2 (7/2022-2/2023)	2,706	\$120,319	\$248,654	\$368,957
Contract Year 2 (2/2023-6/2023)	1,440	\$73,557	\$149,432	\$222,960
Contract Year 3 - FY2024	5,022	\$265,965	\$389,200	\$576,759
Contract Year 4 - FY2025	5,132	\$280,901	\$402,161	\$595,965
Option Year 1- FY2026	5,245	\$295,672	\$414,226	\$613,844
Option Year 2 - FY2027	5,361	\$313,663	\$429,926	\$637,110
Option Year 3 - FY2028	5,479	\$332,832	\$446,392	\$661,511

For purpose of estimation the GGBHTD split of 13.95% was used starting in FY2024.  
Variable cost split is recalculated annually


**Additional Cost Elements paid by GGBHTD to MCTD include the following and are reflected in the invoices, as follows:**

	<b>Costs Included</b>	<b>Cost Allocation Factor</b>	<b>How to Determine Local Service Cost Share</b>
<b>Call Center</b>	Call Center Staff, including Schedulers & Dispatchers	Trips Booked Thru Call Center	<p>Step 1: Determine percentage of booked trips that are considered "Local trips"</p> <p>Step 2: Apply that percentage to Call Center costs to determine Call Center Local Service Costs</p> <p>Step 3. Determine Call Center Local Service Costs to be paid by GGBHTD based on formula set forth in subsections A.1 and A.2</p>
<b>Program Eligibility</b>	<p>80% of Costs Associated with Marin Access Program Manager and Travel Navigators</p> <p>(Note: MCTD will pay remaining 20% to reflect mobility management activities)</p>	Trips Booked Thru Call Center	<p>Step 1: Determine percentage of booked trips that are considered "Local trips"</p> <p>Step 2: Apply that percentage to Program Eligibility costs to determine Program Eligibility for Local Service Costs</p> <p>Step 3. Determine Program Eligibility for Local Service Costs to be paid by GGBHTD based on formula set forth in subsections A.1 and A.2</p>
<b>Maintenance</b>	Maintenance Managers and Staff	Total Miles Operated	<p>Step 1: Determine total miles operated for Local Trips</p> <p>Step 2: Apply that percentage to Maintenance costs to determine "Maintenance Costs for Local Service"</p> <p>Step 3. Determine Maintenance Costs for Local Service to be paid by GGBHTD based on formula set forth in subsections A.1 and A.2</p>
<b>Professional Services</b>	MCTD Staff or consultant time needed for	Trips Booked	Step 1: Determine percentage of booked trips that are considered "Local trips"

	<b>Costs Included</b>	<b>Cost Allocation Factor</b>	<b>How to Determine Local Service Cost Share</b>
	paratransit program support	Thru Call Center	<p>Step 2: Apply that percentage to Professional Services costs to determine Professional Services Costs</p> <p>Step 3. Determine Professional Services Costs for Local Service to be paid by GGBHTD based on formula set forth in subsections A.1 and A.2</p>
<b>All Other Costs:</b>	<p>Examples:</p> <ul style="list-style-type: none"> <li>• MERA Bond and Operating Costs</li> <li>• Software Maintenance / License</li> <li>• Software Hosting</li> <li>• Cellular Service for Tablets</li> </ul>	Average of Total Miles and Booked Trips	<p>Step 1: Determine percentage of booked trips that are considered "Local trips"</p> <p>Step 2: Determine percentage of total miles that are considered "Local trips"</p> <p>Step 3: Take the average of the two percentages determined above and apply that percentage to any other costs to determine the Local portion of other costs.</p> <p>Step 4. Determine Other Costs to be paid by GGBHTD based on formula set forth in subsections A.1 and A.2</p>

**Sample Invoice for GGBHTD portion of Local Paratransit Costs:**

Page 1:



**marin transit** INVOICE

711 grand ave, #110  
san rafael, ca 94901  
ph: 415.226.0855  
fax: 415.226.0856  
marintransit.org

To: Ron Downing  
Golden Gate Bridge Highway & Transportation District  
1011 Anderson Drive  
San Rafael, CA 94901

Remit to: Lauren Gradia  
Marin Transit  
711 Grand Avenue, Suite 110  
San Rafael, CA 94901

---

Invoice #: 2022075  
Amount: \$269,265.81  
Contract Number: 141546, Section 403  
GGBHTD Reference: PO P109040, V012312  
Billing Date: 8/19/2022  
Description: GGT portion of local paratransit costs for April-June 2022

	Local Paratransit	GGT Share
Fare Revenue	(97,960.87)	(21,845.27)
GGT Payment:	(657,176.42)	(657,176.42)
Expense	4,252,419.50	948,287.50
Net Expense	4,154,458.63	269,265.81

GGT % Share	22.30% *
GGT portion	926,444.27
Less Prior Payments	(657,176.42)
<b>Total Due this Invoice</b>	<b>\$ 269,265.81</b>

Attachment List:  
-FY22 Summary of Paratransit Costs

\* Percentage share calculated as follows:

	FY21 Schedules Trips		Paratransit Mandated Trip %	GGT Share
GGT	22.35%	x	99.74%	22.30%
MCTD	77.65%			

**Make Payable to "Marin County Transit District"**  
**Due date is 30 days from issuance**

08-O-00-LPG-4601003-NA-NA	\$ 264,473.08
08-O-00-LPG-4601003-ME-NA	\$4,792.73

**FY22 Report of Revenues & Expenses**

*LPT - Local Paratransit*

		FY22 Local Paratransit Budget	FY22 Local Paratransit Actuals	FY22 GGT Paratransit Budget	FY22 GGT Actuals (22.30%)	% of Budget
<b>Revenue</b>						
4140100	Fares	265,300.00	97,960.87	31,836.00	21,845.27	69%
4601003	GGBHTD Payment for Local Paratransit	<u>527,330.53</u>	<u>657,176.42</u>	<u>527,330.53</u>	<u>657,176.42</u>	125%
	<b>Total Revenue</b>	<u>792,630.53</u>	<u>755,137.29</u>	<u>559,166.53</u>	<u>679,021.69</u>	121%
<b>Expense</b>						
5030301	Professional Services	25,750.00	38,529.62	5,150.00	8,592.11	167%
5030320	Customer Service	74,560.00	108,901.10	16,626.88	24,284.95	146%
5040101	Oil & Fuel	385,329.15	402,292.01	96,330.88	89,711.12	93%
5049903	Software	72,863.17	63,317.69	8,743.58	14,119.84	161%
5049911	COVID - Other	70,560.00	27,764.00	8,467.20	6,190.74	73%
5050204	Comm-MERA radio	18,686.37	18,789.88	2,669.48	4,190.14	157%
5050206	Comm- Data	33,138.00	10,806.80	3,976.56	2,409.92	61%
5080101	Purchased Transportation	3,784,449.00	3,413,714.77	843,932.13	761,258.39	90%
5100111	Other Direct Costs	171,055.01	146,805.93	20,526.60	32,737.72	159%
5120402	MERA Capital Bond	25,000.00	21,497.70	5,575.00	4,792.73	86%
	<b>Total Expense</b>	<u>4,661,390.70</u>	<u>4,252,419.50</u>	<u>1,011,998.31</u>	<u>948,287.50</u>	94%
<b>GGT portion of local paratransit costs for April-June 2022</b>					<b><u>269,265.81</u></b>	

DRAFT

**ATTACHMENT D - SAMPLE CALCULATIONS OF AVERAGE FUEL COST**

The following is an example of fuel costs taken from a quarterly invoice. (WSW refers to MCTD's prior contractor, Whistlestop Wheels.)

**Fuel:**

Total Miles as Reported by WSW (for FUEL)

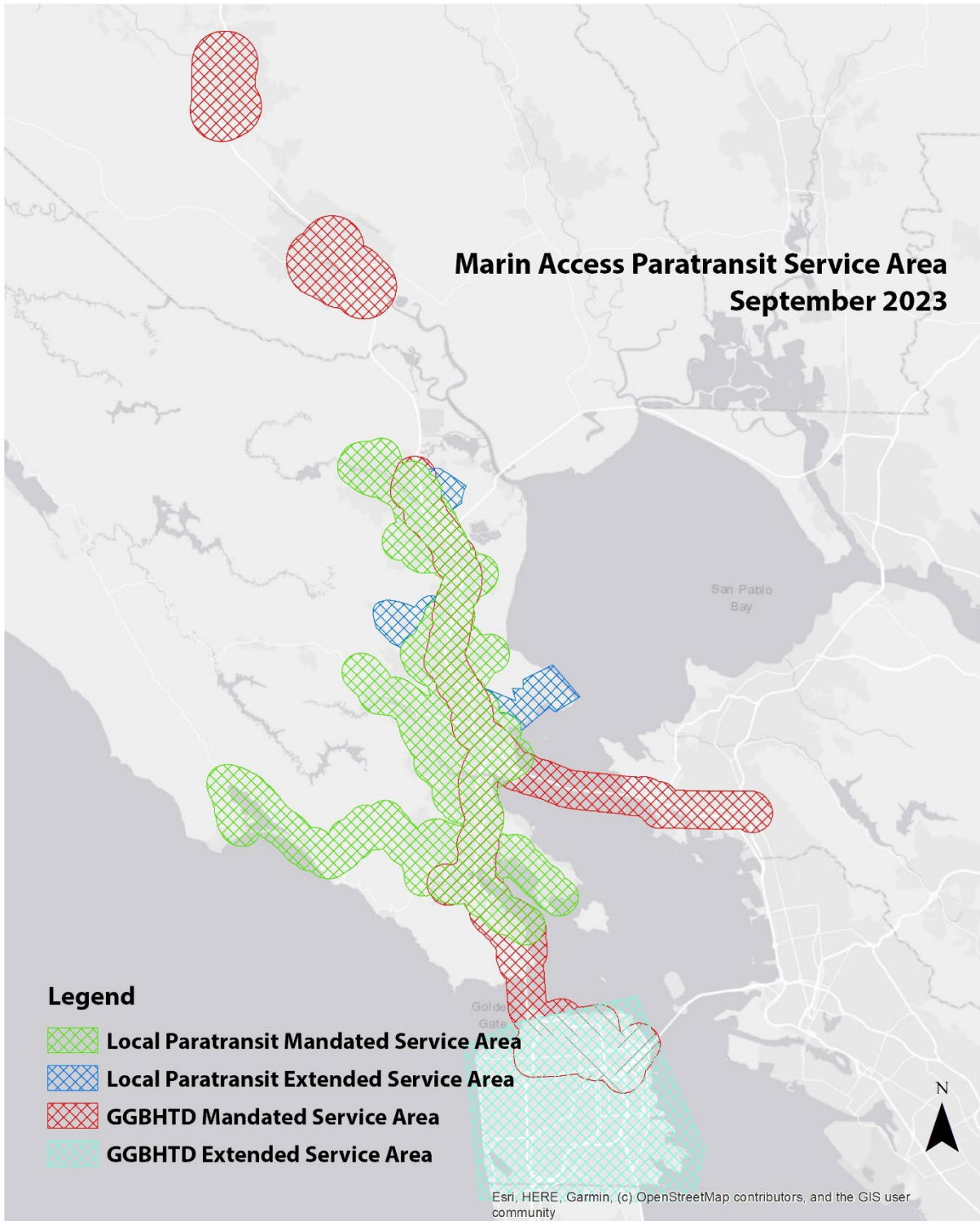
	MCTD	GGT -RPT	<i>MCTD = local paratransit &amp; Novato Dial a Ride</i>
April	53,026	9,444	<i>GGT = regional paratransit</i>
	<b>84.88%</b>	<b>15.12%</b>	
May	52,993	10,842	
	<b>83.02%</b>	<b>16.98%</b>	
June	50,519	8,911	
	<b>85.01%</b>	<b>14.99%</b>	
<b>Q4 Total</b>	<b>156,538</b>	<b>29,197</b>	

Service Month	Total Gallons	Total Fuel Expense	GGT Share
April	9,180.30	\$ 48,608.59	\$ 7,349.63
May	8,884.80	\$ 45,900.77	\$ 7,793.95
June	8,783.90	\$ 50,389.95	\$ 7,555.77
			<b>\$ 22,699.35</b>





**ATTACHMENT E - MARIN ACCESS PARATRANSIT SERVICE AREA**



**ATTACHMENT F - SAMPLE OF REVENUE HOURS, TOTAL MILES, AND TRIPS BOOKED**

**July 2023 Revenue Hours, Total Miles, and Trips Book, Summarized by Program, were:**

	<b>Revenue Hours<sup>1</sup></b>	<b>Total Miles<sup>1</sup></b>	<b>Trips Booked<sup>2</sup></b>
Local Paratransit	2,115.62	40,764.40	5,289
Regional Paratransit	404.15	12,750.60	494
Marin Access Shuttles	56.33	1,237.90	46

**Source:**

- 2. Transtrack: Agency Summarized Database by Program Report
- 3. TripSpark PASS – Trip Admin

DRAFT

**ATTACHMENT G – MARIN TRANSIT ORGANIZATIONAL CHART**

To be provided within 30 days of contract Agreement execution

DRAFT



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

**Board of Directors**

**Katie Rice**  
 President  
 Supervisor District 2

**Brian Colbert**  
 Vice President  
 Town of San Anselmo

**Eric Lucan**  
 2nd Vice President  
 Supervisor District 5

**Mary Sackett**  
 Director  
 Supervisor District 1

**Stephanie Moulton-Peters**  
 Director  
 Supervisor District 3

**Dennis Rodoni**  
 Director  
 Supervisor District 4

**Maribeth Bushey**  
 Director  
 City of San Rafael

**Fred Casissa**  
 Alternate  
 Town of Corte Madera

January 8, 2024

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

**Subject: Revised Marin County Transit District Safety Plan**

Dear Board Members:

**Recommendation**

Approval of the revised Marin County Transit District Safety Plan, to be electronically submitted to state and federal agencies.

**Summary**

As required by the Federal Transit Administration (FTA), Marin Transit is obligated to update the District Safety Plan annually, and to transmit the safety plan to the appropriate parties at the state and federal level. This is the first update of the Marin Transit Safety Plan since your Board approved a major plan update in December 2022. A copy of the updated DRAFT Safety Plan is included in Attachment A.

The primary updates to the Safety Plan include:

1. Updates to District Safety Goals
2. Updates to Risk Reduction Targets
3. Updates to Contracted Services
4. Updates to Staffing of Marin Transit Safety Team

District staff anticipate another major update to the Safety Plan to come during the summer or fall of 2024 now that the FTA has authorized the use of oral fluids for drug and alcohol testing. Staff will keep your Board updated on contractor testing and other safety updates.

Currently, the Marin Transit fixed route services are meeting our safety goals set for FY23-24 for Safety Events, and the entire Marin Transit network is meeting the safety goals set for FY23-24 for both Safety Events and System Reliability.

**Table 1: FY23-24 Goal versus Actual YTD (Inc./100k Vehicle Revenue Miles)**

	Fixed Route Service			Demand Response Service	
FY23-24	Injuries	Safety Events	Reliability	Safety Events	Reliability
<b>Goal</b>	≤0.163	≤0.122	≥ 25,000	≤0.149	≥ 135,000
<b>Actual</b>	≤0.145	≤0.108	≥ 28,000	≤0.132	≥ 137,000



## **Background**

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, to provide federal funding and aid to public transit, safety, and rail programs, among others.

Your Board approved the original MCTD Safety Plan on July 13, 2020, and with enactment of the Bipartisan Infrastructure Law, the District is required to implement regular updates to the safety plan.

The safety goals outlined in this plan are based off of a three year rolling data period. The names of the contractors that provide service on behalf of the District have been updated. Finally, the staff assignments in the safety plan, both on the Contractor and on the District side, have been updated as per a recent FTA rulemaking.

## **Fiscal/Staffing Impact**

This approval has no fiscal or staffing impact.

Respectfully Submitted,

A handwritten signature in black ink that reads "K French".

Kyle French  
Operations Manager

**Attachment A:** Updated Marin Transit Safety Plan

# Marin County Transit District Operations Safety Plan 2022

## 1. Transit Agency Information

<b>Transit Agency Name</b>	Marin County Transit District (Marin Transit or MCTD)		
<b>Transit Agency Address</b>	711 Grand Avenue Suite 110, San Rafael, CA 94901		
<b>Name and Title of Accountable Executive</b>	Nancy Whelan, General Manager		
<b>Name of SMS Executive</b>	Robert Betts, Director of Operations & Planning		
<b>Mode(s) of Service Covered by This Plan</b>	Bus and paratransit	<b>List All FTA Funding Types (e.g., 5307, 5310, 5311)</b>	5307, 5310, 5311, 5339
<b>Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)</b>	Bus and Demand Response (Paratransit)		
<b>Does the agency provide transit services on behalf of another transit agency or entity?</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<b>Description of Arrangement(s)</b>
<b>Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided</b>			

## 2. Plan Development, Approval, and Updates

<b>Name of Entity That Drafted This Plan</b>	Marin County Transit District	
<b>Approval by the Marin Transit Safety Committee</b>	<b>Date of Approval</b>	
<b>Signature by the Accountable Executive</b>	<b>Signature of Accountable Executive</b>	<b>Date of Signature</b>
<b>Approval by the Board of Directors or an Equivalent Authority</b>	<b>Name of Individual/Entity That Approved This Plan</b>	<b>Date of Approval</b>
	Marin County Transit District Board of Directors	
	<b>Relevant Documentation (title and location)</b>	
	T:\04 MCTD Programs\04.09 Safety\FTA Bus Agency Safety Plan\Marin Transit Drafts\Plan and Attachments\2023\Marin Transit Bus Safety Plan - V1.2.docx"	
<b>Certification of Compliance</b>	<b>Name of Individual/Entity That Certified This Plan</b>	<b>Date of Certification</b>
	<b>Relevant Documentation (title and location)</b>	

<b>Version Number and Updates</b>			
<i>Record the complete history of successive versions of this plan.</i>			
<b>Version</b>	<b>Section/Pages Affected</b>	<b>Reason for Change</b>	<b>Date Approved</b>
1	N/A	Initial release and approval of Safety Plan	7/13/2020
1.1	Multiple	Compliance with Bipartisan Infrastructure Law updates and changes to 49 U.S.C	10/25/2022
1.2	Multiple	Updates to Safety Performance Targets, Staff Composition, & Operations Contractors.	

<b>Annual Review and Update of the Public Transportation Agency Safety Plan</b>
<i>Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.</i>
Marin Transit's Bus Safety Plan is a living document that all contractors and staff use to proactively identify, address, and manage issues associated with system safety. Marin Transit will update this Safety Plan whenever the District SMS identifies a need for change. Each fiscal year, the Accountable Executive, SMS Executives, and executive management will complete a review of the implementation of the Safety Plan by August 1 <sup>st</sup> . At minimum, Marin Transit will revise the Safety Plan and training activities based on the findings of this annual review. As the Accountable Executive, Marin Transit's General Manager annually certifies the District's SMS compliance with 49 C.F.R. Part 673. Annually, the plan will be reviewed and approved by the Marin Transit Board of Directors.

### 3. Safety Performance Targets

<b>Safety Performance Targets</b>								
<i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.</i>								
	<b>Fatalities</b>		<b>Injuries</b>		<b>Operator Assault</b>	<b>Safety Events</b>		<b>System Reliability</b>
<b>Mode of Transit Service</b>	<b>(Total Number per Year)</b>	<b>Rate (per 100k VRM)</b>	<b>(Total Number per Year)</b>	<b>Rate (per 100k VRM)</b>	<b>(Total Number per Year)</b>	<b>(Total Number per Year)</b>	<b>Rate (per 100k VRM)</b>	<b>Failures/VRM</b>
<b>MB (Fixed Route Transit Bus)</b>	0	0	≤4	≤0.145	0	≤3	≤0.108	≥ 28,000
<b>DR (Demand Response)</b>	0	0	≤2	≤0.243	0	≤1	≤0.132	≥ 137,000

#### Agency Definitions:

Marin Transit determines the classification of an event based on the definitions described in the National Transit Database Safety & Security Policy Manual.

- **Fatalities:** Total Number of fatalities reported to NTD and rate per total vehicle revenue miles (VRM) by mode. The rate is calculated as (# of fatalities x 100,000)/ VRM.
- **Injuries:** Total number of injuries reported to NTD and rate per total VRM by mode. The rate is calculated as (# of injuries x 100,000)/ VRM.
- **Safety Events:** Total number of safety events reported to NTD and rate per total VRM by mode. The rate is calculated as (# of injuries x 100,000)/ VRM.
- **System Reliability:** Mean distance between major mechanical failures by mode. The rate is calculated as (VRM/Major Failures).

### Methodology:

The targets in the table above are based on data submitted to the National Transit Database for the prior three fiscal years and reflect the historical average of data submitted in those three years. The calculations are based on FTA guidance.

<b>Safety Performance Target Coordination</b>		
<i>Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.</i>		
Marin Transit transmits safety performance targets to Caltrans Division of Rail and Mass Transit (Caltrans) and to the Metropolitan Transportation Commission (MTC). After the annual review of the Safety Plan, the District will transmit safety performance targets to Caltrans and MTC. Marin Transit will submit annual targets no later than the end of September each year. Marin Transit personnel are available to coordinate with Caltrans and MTC regarding the selection of safety performance targets upon request.		
<b>Targets Transmitted to the State</b>	<b>State Entity Name</b>	<b>Date Targets Transmitted</b>
	California DOT (Caltrans) (Transmitted to Safety Management System contact: Brian Travis: brian.travis@dot.ca.gov)	
<b>Targets Transmitted to the Metropolitan Planning Organization(s)</b>	<b>Metropolitan Planning Organization Name</b>	<b>Date Targets Transmitted</b>
	Metropolitan Transportation Commission (Transmitted to Transit Asset Management contact: Shruti Hari: shari@bayareametro.gov)	

## 4. Safety Management Policy

<b>Safety Management Policy Statement</b>
<i>Include the written statement of safety management policy, incorporating safety objectives.</i>
Marin Transit is committed to developing, implementing, maintaining and constantly improving processes to ensure that all activities associated with transit service maintenance, operations, and delivery reflect a balanced allocation of organizational resources, achieve the highest level of safety performance, and meet the established District's standards.
The General Manager (GM) will act as the Accountable Executive. Each of Marin Transit's operations contractors will have a designated Chief Safety Officer who will directly report to the GM. The GM and Chief Safety Officers will ensure that all employees have the means to report on safety concerns and



suggestions without the risk of retaliation. All levels of management and all employees are accountable for the delivery of this highest level of safety performance, starting with the GM.

In making this commitment Marin Transit will:

- Ensure that appropriate resources are allocated to support the management of safety in transit vehicle operation, maintenance and all aspects of transit and paratransit service delivery;
- Encourage an organizational culture that consistently fosters safe practices and effective employee safety reporting and communications, and manages safety with the same attention to results as afforded to all other District management systems;
- Integrate the management of safety among the primary responsibilities of all managers and employees;
- Clearly define for all staff, managers, employees, and contractors, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of our safety management system;
- Establish and operate activities to identify and analyze hazards and evaluate safety risks. This includes an employee safety reporting program to identify safety concerns and potential hazards, and eliminate or mitigate such risks to maintain a level of safety performance that meets this Plan's objectives and targets;
- Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program and is integral to effective management practices, unless such disclosure indicates beyond any reasonable doubt an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures. Employees will be responsible for identifying and reporting on operation and maintenance safety hazards. They will also report on policies and procedures the District may need to be modified, safety events, and all information required to evaluate the causes of an event;
- Comply with and exceed legislative and regulatory requirements and standards, wherever possible;
- Ensure that sufficiently skilled and trained human resources are assigned to implement safety management processes;
- Ensure that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;
- Establish and measure Marin Transit's safety performance against realistic and data-driven safety performance targets; and
- Ensure the timely delivery of externally supplied systems and services to support bus and paratransit operations and meet our safety performance standards.
- Ensure that all contractors start to or continue to track vehicular and pedestrian accidents as they relate to visibility impairments for bus operators, to allow MCTD to address or implement measures to reduce visibility impairments.
- Ensure that all contractors start to or continue to track all incidents involving operator assault, to allow MTCD to implement measures and training programs to help protect our operators.

### Safety Management Policy Communication

*Describe how the safety management policy is communicated throughout the agency's organization. Include dates where applicable.*

Marin Transit's Safety Management Policy is communicated to all employees, contractors, and the Marin Transit Board of Directors. The policy was originally communicated to the Board at a scheduled meeting on July 13, 2020 and will be discussed annually after a review when staff identify and incorporate changes to the Safety Plan or safety performance targets.

Marin Transit staff will distribute a copy to each contractor that operates and maintains the District's transit bus and demand response services. Marin Transit directs the safety officers for each contractor to disseminate the safety policy and safety information to employees through regular trainings, meetings, and posting the policy in a common area such as a driver breakroom.

Marin Transit will post a copy of the Safety Management Policy in a public space in Marin Transit administrative offices, and the policy will be available online at <https://marintransit.org/>.

Marin Transit and each of its contractors will review the Safety Management Policy annually at an operations safety meeting and at regularly scheduled meetings throughout the year.

### Authorities, Accountabilities, and Responsibilities

*Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).*

An organizational chart is provided as an attachment to this document and show the relationships between the Marin Transit Accountable Executive and Key Staff for the operators.

<b>Accountable Executive</b>	<p>The General Manager is the Accountable Executive and ensures that Marin Transit's SMS is effectively implemented. The Accountable Executive:</p> <ul style="list-style-type: none"> <li>▪ Makes decisions about resources to support asset management, SMS activities, and capital investments.</li> <li>▪ Responsible for carrying out the Agency Safety Plan and the Transit Asset Management Plan</li> <li>▪ Approves SMS implementation documents</li> <li>▪ Annually certifies SMS compliance with 49 C.F.R. Part 673</li> <li>▪ Communicates the Safety Management Policy to Marin Transit's Board of Directors and throughout the District</li> <li>▪ Communicates Marin Transit Safety Management Policy to Marin Transit's contractors</li> <li>▪ Endorses the SMS implementation team and SMS processes</li> <li>▪ Provides guidance to Key Staff on the District's recommended SMS actions and decision making</li> <li>▪ Ensures that safety concerns and identified hazards are adequately addressed</li> <li>▪ Controller directs the human and capital resources needed to develop and maintain the ASP and the TAM Plan, and</li> <li>▪ Ensures that the agency's SMS is effectively implemented, and action is taken, as necessary, to address substandard performance in the agency's SMS.</li> </ul>
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<p><b>SMS Executive</b></p>	<p>The SMS Executive has the authority and responsibility to implement Marin Transit’s SMS Agency Plan and oversees contracted operators to ensure compliance. The SMS Executive:</p> <ul style="list-style-type: none"> <li>▪ Develops and maintains SMS documentation</li> <li>▪ Directs safety risk management activities</li> <li>▪ Briefs the Accountable Executive on the District’s SMS</li> <li>▪ Assists with safety management training</li> <li>▪ Reviews the SMS agency plan on an annual basis with the Accountable Executive, leadership, and executive management</li> <li>▪ Ensures the Safety Management Policy (SMP) is communicated through the agency</li> <li>▪ Ensures that staff communicate all follow-up information regarding identified safety concerns from the employee safety reporting program.</li> <li>▪ Ensures that contracted operators have an approved safety plan that the contractor implements and reviews annually</li> <li>▪ Ensures that contractor adequately address safety concerns and identified hazards</li> <li>▪ Transmits safety performance targets to Caltrans and MTC on an annual basis</li> <li>▪ Ensures that the District reviews and updates the SMP annually</li> </ul>
<p><b>Key Staff (Marin Transit)</b></p>	<p>The <b>Operations Manager, Senior Operations Analyst, and Director of Administrative Services</b> will work with the District’s contractors to identify safety concerns and hazards and assess and mitigate risks through safety management.</p> <p><b>Operations Manager</b></p> <ul style="list-style-type: none"> <li>▪ Assists with identifying safety concerns and hazards</li> <li>▪ Assesses and mitigates risk through safety risk management</li> <li>▪ Oversees employee safety reporting program for contractors; communicates the program to Marin Transit employees and to the Chief Safety Officer for each contract operator</li> <li>▪ Ensures that staff investigate and document each accident/injury</li> <li>▪ Ensures that the Safety Management Policy is posted publicly at Marin Transit</li> <li>▪ Ensures that the Chief Safety Officer for each contractor complies with the contract terms for SMS implementation and ongoing safety regulation</li> <li>▪ Supports the annual review and update of the policy</li> </ul> <p><b>Senior Operations Analyst</b></p> <ul style="list-style-type: none"> <li>▪ Acts as a liaison to the Chief Safety Officer for each of Marin Transit’s contractors</li> <li>▪ Ensures each accident/injury is investigated and documented</li> <li>▪ Assists with identifying safety concerns and hazards</li> <li>▪ Assesses and mitigates risk through safety risk management</li> <li>▪ Supports the annual review and update of the policy</li> </ul>

	<p><b>Director of Administrative Services</b></p> <ul style="list-style-type: none"> <li>▪ Publicly posts the Safety Management Policy at Marin Transit</li> <li>▪ Communicates the Safety Management Policy throughout the District</li> <li>▪ Updates the Marin Transit Policies and Procedures Manual, and disseminates new information to employees including updates to the Safety Plan</li> </ul>
<p><b>Key Staff (Contractors)</b></p>	<p>Marin Transit contracts with four different providers for the operation and maintenance of our fixed route bus service and demand response (including mandated complementary paratransit) service. Each contractor develops their own safety plan and SMS that Marin Transit will incorporate into the District's Safety Plan. The Key Staff person for each contractor will be their respective Chief Safety Officer. Contractor roles and responsibilities as they relate to this Plan are the responsibility of the Safety Officer and described below:</p> <p><b>Chief Safety Officer (Contractor)</b></p> <ul style="list-style-type: none"> <li>▪ Develop and maintain SMS documentation</li> <li>▪ Direct safety risk management activities</li> <li>▪ Brief the Accountable Executive on SMS</li> <li>▪ Direct safety management training</li> <li>▪ At minimum, review and update the contractor safety plan and SMS on an annual basis with the Accountable Executive and submit an update to Marin Transit.</li> <li>▪ Ensure the Safety Management Policy Statement is communicated throughout the organization.</li> <li>▪ Ensure documentation of communication of follow-up information on identified safety concerns through the employee safety reporting program.</li> <li>▪ Ensure contractor investigates and documents each accident/injury</li> <li>▪ Identify safety concerns and hazards</li> <li>▪ Assess and mitigate risk through safety risk management</li> </ul>

### **Marin Transit Employees and Workplace**

Marin Transit directly employs 17 employees who are responsible for administrative, finance, planning, and contractor/operation oversight duties. Per the "Marin Transit Personnel Policies and Procedures Manual," these employees work in an office environment and are expected to bring any workplace safety hazards to the attention of the Director of Administrative Services and the Accountable Executive. Employees communicate workplace safety hazards via email, phone, or in person. Marin Transit management will take appropriate steps to identify, evaluate, and mitigate unsafe conditions or workplace hazards and train employees on safe work practices.

### **Bus Operations**

Marin Transit contracts with Golden Gate Transit (GGT), Marin Airporth (MA), and for the operation and maintenance of the District's fixed route bus services. Marin Transit contracts with Transdev (TDV) for the operation and maintenance of the District's mandated complementary paratransit service as well as other demand response programs. Each contractor independently provides bus storage, fueling, and bus maintenance at separate facilities. Each contractor is also responsible for recruiting and training bus operators.

## Contract Requirements

Marin Transit requires each contractor to develop and maintain a safety and security program that:

- Describes contractor procedures, training actions, and policies to assure a safe and secure environment for passengers and employees;
- Identifies dedicated safety and security personnel;
- Describes contractor emergency planning and implementation activities; and
- Includes a safety and security reporting system.

Marin Transit safety-related requirements for MA and TDV are listed in Section 316 Safety, Security and Emergency Management of the contract. For GGT, these requirements are listed in Section 315 of the interagency agreement. Each operations and maintenance contractor provides the safety, security, and emergency management plan as attachment to the contract.

## TransTrack

In addition to a safety and security program, each contract includes reporting requirements (MA, TDV, & GGT in Section 501. Required Reports). Under the reporting requirements, contractors submit information to Marin Transit using the District's TransTrack database program. TransTrack is a web-based data management system that staff can access via a standard internet connection and does not require a virtual private network (VPN) or dedicated network connection.

All Marin Transit employees and key contractor staff have access to this system that captures required data for customer feedback, accidents and incidents, fleet preventive maintenance, and road call activity.

Marin Transit has developed and delivered training materials for each contractor to ensure that they provide accurate and timely collection of data in the system.

The District contractually obligates contractors to provide the following safety information:

- **Daily Accident/Incident Reporting:** Contractor staff will enter a daily accident/incident report directly into TransTrack within 24 hours of each accident/incident that occurs on a Marin Transit route. Any major accident involving injuries or significant damage to Marin Transit vehicles will be immediately reported through direct person-to-person contact. Each contractor uses a contact list to reach Marin Transit employees in the event of a major accident.
- **Daily Road Call/Missed Trip/Incident Report:** Contractor must enter all road calls, missed trips, and incidents directly into the TransTrack system within 24 hours of the event. Missed trips and major incidents are reported to Marin Transit staff immediately via email.

## Monthly Coordination Meetings

In addition to the use of TransTrack to capture safety information, Marin Transit staff meet monthly with management staff from each contractor to review the operations. This is an opportunity for contractor staff to identify any safety issues in the field, on a bus, or at their maintenance facility. These meetings review and discuss customer feedback and any related safety and training issues.

Marin Transit staff track these issues and steps toward resolution using a web-based project management tool, Trello. There are specific procedures to follow when contractor and Marin Transit staff identify a safety issue that is the responsibility of Marin Transit to mitigate. Marin Transit staff add a card to the Trello board and assign a Marin Transit staff member as owner to oversee the mitigation of the risk and communicate progress to the contractor.

## Driver Feedback

Marin Transit has installed “Driver Feedback” boxes in driver breakrooms at Marin Airporter and Transdev. The District encourages drivers to provide feedback directly to Marin Transit staff using the provided cards. A driver may choose to identify themselves by name or to provide an anonymous suggestion. The process functions as follows:

1. The driver completes the feedback form located next to the “Driver Feedback” box and places the form in the box.
2. A Marin Transit employee picks up the form at the regularly scheduled monthly coordination meeting
3. The Marin Transit operations team reviews these suggestions quarterly.
4. If a driver reports a hazard or safety concern, the Operations Manager adds this concern to the Safety Risk Register for evaluation. Staff tracks each action item to mitigate the hazard as a card on the Trello board. Staff shares the evaluation and any action items assigned to the contractor with the management team of the relevant contractor and requests that they review, address, and report on resolution to Marin Transit staff.

## Conditions that protect a reporting employee from discipline or enforcement action:

Per the Marin Transit Personnel Policies and Procedures Manual, Section 2.5 Whistleblower Rights, District employees or applicants for employment are entitled to disclose to the District, without reprisal, facts that may be deemed to constitute gross mismanagement, significant waste of public funds, abuse of authority, and/or substantial and specific danger to public health or safety.

- **Disclosure Procedure:** Any District employee or applicant for employment with information that may be considered gross mismanagement, a significant waste of funds, an abuse of authority, and/or substantial and specific danger to public health or safety should file with the General Manager or District human resources staff a written statement of facts within sixty calendar days of the act or event. If the complaint involves conduct of the General Manager, the statement may be directed to the President of the District Board of Directors. This filing shall be under penalty of perjury. The statement must include: the name, classification, and signature of the employee; his/her mailing address; the date of filing; and a clear statement of the facts of the complaint and the date upon which the event occurred giving rise to the complaint.
- **District Investigation:** Within 21 calendar days of receipt of the written statement of facts, the General Manager, or Board President if the complaint is about the conduct of the General Manager, will investigate the complaint, may confer with the complainant, determine appropriate action to solve the problem, if any, and will render a decision in writing. If the complainant is dissatisfied with the decision, an appeal may be filed with the Board of Directors within seven calendar days of the date of the written decision of the General Manager or Board President. The Board of Directors will conduct a hearing on the complaint, and its decision will be final.
- **Confidentiality:** Nothing contained in this policy will be deemed to make any record public if the record is preempted from disclosure by Government Code Section 6254, or to require a public hearing or meeting that could otherwise be conducted as a closed session pursuant to Government Code Section 54956.
- **No Reprisals:** The General Manager or President of the Board will make every reasonable effort to assure that any person who files a complaint pursuant to this policy is not subject to reprisals denominated in Government Code Section 53928.

## Contractor Specific Processes

The attached contractor safety plans describe their employee safety reporting policies and processes.

## 5. Safety Risk Management

### Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*
- *Safety Risk Reduction: The methods or processes to improve safety by reducing the number of preventable and non-preventable incidents surrounding operations.*

### Safety Hazard Identification

Marin Transit makes every effort to identify and address hazards before they cause problems. The District has processes and reporting tools already in place to assist with identifying hazards. Marin Transit and our contractors include FTA and other oversight authorities as a source of hazard information. A hazard is defined as any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. Marin Transit relies on its staff and contract operators to identify and report hazards.

If a hazard is identified through any of the established channels of communications, the Chief Safety Officer for the specific contractor will document the hazard and notify Marin Transit. The hazard information is shared with Marin Transit's operations staff so that they are aware of the risk. Marin Transit's Operations Manager will monitor and manage risk mitigation in the Trello web-based project management tool that District operations staff use daily to monitor task and project completion. See the Safety Management System workflow diagram included as an attachment to this Bus Safety Plan.

### Contractor Reporting Responsibility

Marin Transit's operations contracts (Section 501. Reporting) require each contractor to report a variety of operational data directly to the District's TransTrack database. Marin Transit staff have developed training materials and provide regular training to contractor staff to ensure that they are comfortable with the database and are able to input accurate data. Marin Transit's operations staff monitor the submitted data at regular intervals. Operations staff use this data to identify hazards and subsequently initiate investigations to obtain data required to assess and mitigate the risk. Marin Transit requires contractors to report information regarding how they:

- Document and respond to customer service inquiries assigned to the Contractor and document responses within the system;
- Document all daily service disruptions including the type of disruption, any impacts on service levels (adjustments to number of trips, changes in hours/miles), and any relevant description of the incident;
- Document all relevant information for any accident or safety and security incident;
- Document all relevant information for any road call or equipment failure that occurs during revenue service;
- Document all vehicle maintenance issues including when vehicles are not available for service due to maintenance issues, reason for unavailability, and when released for service, etc.;

- Document preventative maintenance by vehicle including type of service performed, mileage, etc. This report will match the Contractor's maintenance records. Marin Transit will audit these records on a random announced or unannounced basis;
- Upload vehicle fluid sample test results;
- Enter end of year vehicle mileage; and
- Maintain an updated operator list.

In addition to required reporting, Marin Transit staff meet monthly with contractors to discuss the day-to-day operations. These meetings are an opportunity to share information. The contractors and their staff are the eyes and ears of Marin Transit services. Marin Transit encourages contractors to report any hazardous conditions that their drivers, maintenance staff, and supervisors observe.

### **Safety Risk Assessment**

Marin Transit and its contractors will conduct a detailed analysis of each identified hazard and its potential consequences. Marin Transit will request additional information from the contractor. District staff will work with the contractor's Chief Safety Officer and management to analyze the risk through a series of steps.

They will document a complete description of the hazard and gather supporting documentation, including photos and videos. In partnership with the contractor, Marin Transit staff will develop a suggestion to resolve and eliminate or mitigate the hazard. If a hazard cannot be eliminated, the safety risk must be managed. Staff will analyze this risk in terms of how likely it is to happen (probability or frequency) and how bad it could be (severity).

#### **1. Risk Probability**

The definition of risk probability is the likelihood that the consequence of the hazard might occur, considering the worst foreseeable - but credible - condition. In determining risk probability, safety management staff must include existing mitigations. The subjective measure is ranked as follows:

<b>Likelihood of Occurrence of the Consequence</b>		
<i>Qualitative Definition</i>	<i>Meaning</i>	<i>Value</i>
<b>Frequent</b>	Likely to Occur Frequently in the life of an item	A
<b>Probable</b>	Likely to Occur Several Times in the life of an item	B
<b>Occasional</b>	Likely to Occur Sometime in the life of an item	C
<b>Remote</b>	Very Unlikely to Occur in the life of an item	D
<b>Improbable</b>	Almost inconceivable that the event will occur in the life of an item	E

#### **2. Risk Severity**

Risk severity is the anticipated effect of a consequence of the hazard should it materialize. It is a subjective assessment of the damaging potential of the consequence of the hazard under the worst foreseeable – but credible – condition. In determining the severity of a risk, staff will consider existing mitigations. Risk severity is categorized as follows:



Severity of the Consequence		
Definition Category	Meaning	Value
<b>Catastrophic</b>	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M.	1
<b>Critical</b>	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M.	2
<b>Marginal</b>	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100K but less than \$1M.	3
<b>Negligible</b>	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than \$100K.	4

### 3. Risk Assessment Matrix

The Risk Assessment Matrix calculates the risk level based on the risk probability and risk severity analysis. The risk assessment enables Marin Transit to evaluate the acceptability of the safety risk and prioritize safety risk mitigation efforts.

Risk Assessment Matrix				
Likelihood	Severity			
	1 (Catastrophic)	2 (Critical)	3 (Marginal)	4 (Negligible)
<b>A (Frequent)</b>	1A	2A	3A	4A
<b>B (Probable)</b>	1B	2B	3B	4B
<b>C (Occasional)</b>	1C	2C	3C	4C
<b>D (Remote)</b>	1D	2D	3D	4D
<b>E (Improbable)</b>	1E	2E	3E	4E

Risk Assessment Matrix Color Code	
<i>"Tolerability" based on identified severity and likelihood.</i>	
	Unacceptable under the existing circumstances.
	Acceptable based upon mitigations.
	Acceptable with senior management approval.

#### **4. Risk Impact**

Risk Impact describes the effects or consequences of the risk associated with the hazard.

##### **Safety Risk Mitigation**

When Marin Transit staff or contractor employees identify a hazard, District and contractor staff will track the hazard in a Safety Risk Register log using the FTA template. The log describes the risk, the rating of the risk, and the actions that staff will take to address it. Staff will monitor and manage risk mitigation in the Trello web-based project management tool that the operations department uses daily to monitor task and project completion.

The hazard will be rated with an “as reported” risk assessment ranking. Safety management staff will conduct a re-evaluation after implementing an appropriate mitigation strategy. Re-evaluation will be conducted after an agreed upon period of time to monitor the mitigation strategy. During the re-evaluation, staff will evaluate each action of the mitigation strategy to determine if it should be continued, modified, or discontinued. Staff will use the Safety Risk Register to identify next steps and actions to be taken and will monitor completion of new action items in the project management tool, Trello.

##### **Special Considerations – Infectious Disease Prevention and Mitigation**

With the addition of safety equipment purchased for Marin Transit through the CARES Act funding, Marin Transit and our contract operators now have the equipment and policies to maintain a strict level of sanitation and infectious disease mitigation. These policies include the cleaning of vehicles using electrostatic methods, installation of passenger driver vapor barriers that double as driver safety doors, and an increased focus on personal hygiene and social distancing.

Marin Transit remains committed to the safety and wellbeing of all our operators, front line staff, and passengers. In times of infectious outbreak, we take steps to increase the frequency that the high-touch areas on all our regular service and demand response vehicles are sanitized, we encourage passengers to socially distance onboard vehicles, and adjusting service levels to best meet differing public demand.

Marin Transit is committed to ensuring the safety and wellbeing of all passengers and operators within our service, and we will continue to work closely with local and federal guidance to continue to ensure that safety. We continue to operate under guidance from the FTA, state and federal OSHA, and with guidance from our local and county Public Health Officer. We understand that we will have to adjust our service and policies as new events emerge and continue to support our contractors as they take steps to ensure the highest levels of safety for operators.

In asking our operational contractors to meet or exceed local and federal guidelines for operator safety as they relate to infectious disease, Marin Transit understands that operators can meet those guidelines through the methods deemed appropriate and necessary (including but not limited to):

- Infrared temperature checks for all operators at the start of each shift.
- Physical social distancing reminders and barriers.
- Mask requirements for operators while behind the wheel or in other high-traffic areas.

##### **Safety Risk Reduction**

Marin Transit staff will continue to work with contractors to identify and implement training and best practice methods to reduce the rate of significant safety events over a rolling three fiscal-year period. Additionally, reporting of both the risk targets and reduction targets will include two new categories – first, a rate per VRM to track assaults against transit and transportation employees. The FTA defines assault against transit operators in two categories; verbal assault, including things like threats, harassment, and intimidation, and physical assault, which include instances like spitting or coughing on an operator, striking an operator with bodily parts

or an object, and using or threatening to use a weapon against an operator. The second new category that Marin Transit will track is a rate per VRM of accidents involving transit vehicles that were determined to be caused by situational visibility impairment.

The Marin Transit Safety Committee will continue to operate in close partnership with the individual safety committees of each contractor to keep to goals set in this plan. These goals will be met in part by the creation and tracking of recurring contractor safety training programs, for both operations and maintenance personnel, which will include specific situational de-escalation training. Marin Transit will continue monitoring the respective safety plans from our contractors to ensure compliance with FTA requirements.

The separate tracking methods for Fixed Route Transit and Demand Response Paratransit are outlined as follows, with rolling three-fiscal-year goals.

<b>Safety Risk Reduction Targets</b>					
<i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.</i>					
	<b>Fatalities</b>	<b>Assaults on Operators</b>	<b>Injuries</b>	<b>Safety Events</b>	<b>System Reliability</b>
<b>Fixed Route Transit Bus</b>	<b>Rate (per 100k VRM)</b>	<b>Rate (per 100k VRM)</b>	<b>Rate (per 100k VRM)</b>	<b>Rate (per 100k VRM)</b>	<b>VRM between Failures</b>
<b>FY23-24</b>	0	0	≤0.163	≤0.122	≥ 28,000
<b>FY24-25</b>	0	0	≤0.150	≤0.111	≥ 30,000
<b>FY25-26</b>	0	0	≤0.137	≤0.1	≥ 32,000
<b>Demand Response Service</b>	<b>Rate (per 100k VRM)</b>	<b>Rate (per 100k VRM)</b>	<b>Rate (per 100k VRM)</b>	<b>Rate (per 100k VRM)</b>	<b>VRM between Failures</b>
<b>FY23-24</b>	0	0	≤0.149	≤0.149	≥ 137,000
<b>FY24-25</b>	0	0	≤0.145	≤0.145	≥ 142,500
<b>FY25-26</b>	0	0	≤0.14	≤0.14	≥ 150,000

## 6. Safety Assurance

<b>Safety Performance Monitoring and Measurement</b>
<i>Describe activities to monitor the system for compliance with procedures for operations and maintenance.</i>
Marin Transit uses the TransTrack database to monitor contractor safety performance. Each contract includes reporting requirements. Contractors submit required reporting information to Marin Transit using TransTrack (Section 501. Reporting). Staff access the TransTrack system via any standard internet connection.

All Marin Transit employees have access and TransTrack captures required data for customer feedback, accidents and incidents, fleet preventive maintenance, and road call activity. Contractors are contractually obligated to provide the following safety information:

- **Daily Accident/Incident Reporting:** A daily accident/incident report entry will be placed directly into TransTrack within twenty-four hours of each accident/incident occurring on a Marin Transit route. Any major accident involving injuries or significant damage to Marin Transit vehicles will be immediately reported through direct person-to-person contact. Each contractor has a list of Marin Transit employees to contact in the event of a major accident.
- **Daily Road Call/Missed Trip/Incident Report:** Contractor staff will input road calls, missed trips, and incidents directly into the TransTrack system within 24 hours of the event. Missed trips and major incidents will be reported to Marin Transit staff immediately via email.

Marin Transit observes trends that indicate whether the contractor is not performing. For example, if there is an increase in accidents or road calls, Marin Transit will issue a formal letter to the contractor notifying them of non-compliance with the contract. Marin Transit may also seek liquidated damages as allowed under the contract when the contractor is out of compliance.

Marin Transit works closely with contractors to improve performance and to ensure safe and reliable transit services.

The attached contractor safety plans provide more information about the performance monitoring activities for each contractor. In addition, contractors are required to hold regular safety meetings with their bus operators. The attached contractor safety plans describe how each contractor schedules and manages safety meetings.

*Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.*

Marin Transit staff will conduct monitoring to identify safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. Monitoring may include safety audits at contractor locations, maintenance audits of District-owned vehicles maintained by contractor, and site visits to bus stops that have had safety improvements to assess effectiveness. Marin Transit staff will work with our contractor's Chief Safety Officer to identify the root cause of any identified failure, address the issue, and implement appropriate solutions. The SMS Executive with support from the Operations Manager is responsible for reviewing the results of monitoring implemented safety risk mitigations and determining measures to take when a mitigation is insufficient.

Marin Transit Operations staff will use the Trello project management tool to monitor the contractor's progress in addressing the issue.

For more information about each individual contractor's safety risk mitigations, see the attached contractor safety plans.

*Describe activities to conduct investigations of safety events to identify causal factors.*

This is the process for conducting investigations for safety events to identify causal factors:

1. A contractor or public safety officer notifies Marin Transit Operations staff of the safety event.
2. Marin Transit Operations staff request video of the event and a written report from the Chief Safety Officer for the relevant contractor.
3. Marin Transit Operations staff review the submitted materials.

4. Marin Transit Operations staff meet with the contractor to discuss the event, determine the root cause, and identify next steps. This information is documented in the Safety Risk Register.
5. Marin Transit Operations staff create a card in Trello to track contractor due dates and deliverables and confirm that next steps are completed.
6. Once all action items are completed, staff closes the card and the review is completed.

See the activity flow diagram attached to this document for details on the use of various tools in the Safety Management System to monitor and conduct investigations and mitigate risks.

For more information about each individual contractor's safety investigations, see the attached contractor safety plans.

*Describe activities to monitor information reported through internal safety reporting programs.*

Marin Transit Operations staff monitor information reported through our safety reporting programs via the Trello web-based project management tool. If an event occurs that requires review, response, and contractor resolution, Marin Transit assigns an owner to the Trello card. The owner is responsible for following up with the contractor to ensure that they took the proper steps to mitigate the safety risk and to collect any supporting documentation.

See the activity flow diagram attached to this document for details on the use of various tools in the Safety Management System to monitor to conduct investigations and mitigate risks.

For more information about each individual contractor's internal safety reporting programs, see the attached contractor safety plans.

## 7. Safety Promotion

### Competencies and Training

*Describe the safety training program for all agency employees and contractors directly responsible for safety.*

#### Marin Transit Employees

All Marin Transit employees are given a Marin Transit Policies & Procedures Manual when they join the District. Whenever a policy is updated, the Director of Administrative Services issues updated materials.

The District is seeks out and supports training specifically for employees responsible for safety. This includes training from FTA, the National Transit Institute (NTI), and at industry conferences.

#### Contractor required training program

Per the contract between Marin Transit and each contractor (SEC. 202 personnel performance standards and requirements), contractors are responsible for requiring that all employees complete their Training Program. Contractors are responsible for implementing all aspects of this Training Program throughout the term of the contract. Training shall include courses and instruction in all aspects of the operation and maintenance of services. Any material changes to the contractor's Training Program requires Marin Transit's prior written approval. Training must include:

1. **ADA Sensitivity Training.** Contractor shall require vehicle operators, dispatch personnel, schedulers, public contact personnel, and supervisory employees to complete ADA sensitivity training to better prepare those employees to address situations relating to the physical and cognitive disabilities of passengers. This training should give particular emphasis to situations that may arise in working with clients who experience cognitive or psychiatric impairments.

2. **Drug and Alcohol Program.** Contractor shall require that all safety-sensitive employees, as defined by the FTA, complete drug and alcohol training in accordance with 49 CFR Part 655. In addition, contractor shall provide a Drug and Alcohol Program Manager who has been trained, through an FTA-approved Drug and Alcohol Program Management course, within ninety (90) Days after Contract award, or as soon thereafter as practical, based on course availability.
3. **Required Safety and Security Training.** Contractor shall provide the following safety and security training including annual refresher training, maintained in a separate employee file:
  - a. Emergency Response training for all employees.
  - b. National Incident Management System (NIMS) training and Incident Command System (ICS) training for CONTRACTOR operations and safety managers as specified in Section 316B(a).
  - c. Training in Marin Transit and contractor policies, procedures, and protocols, including safety, security and incident response plans for all employees, position appropriate.
  - d. OSHA-required training (i.e., Occupational Safety and Health Training, Personal Protective Equipment, Drug-Free Workplace, Lock Out Tag Out, Confined Spaces, Hazardous Communications, etc.).
  - e. De-escalation training (i.e., Crisis Prevention Institute training, Verbal Judo, SAMHSA Safe Scene training, or other training designed to reduce conflict and respond to potential crises situations).
  - f. **Timing of Training.** Contractor shall implement its Training Program in a way that will assure that vehicle operator training is not conducted during peak service hour periods at the expense of providing on-time Revenue Service.
  - g. **Costs of Training.** Contractor acknowledges and agrees that all costs of training required for this Contract are included in its Service Hour Rate, including the cost of training associated with any new Revenue Vehicles.
  - h. **Post Training Testing Program.** Contractor shall, on a regular basis throughout the term of the Contract, conduct the post-training testing program developed by contractor to ensure that the information provided during training was understood and absorbed by the employees. Any employee who receives a failing grade will be required to receive additional training and testing until that employee receives a passing grade. Until the employee receives a passing grade, contractor shall not permit that employee to perform any function that could jeopardize the safety of the Marin Transit or the Marin Transit's customers.

For more information about each individual contractor's training programs and procedures, see the attached contractor safety plans.

#### **Safety Communication**

*Describe processes and activities to communicate safety and safety performance information throughout the organization.*

Marin Transit expects the Chief Safety Officer for each contractor to be responsible for holding regular safety meetings and trainings for bus operators assigned to Marin Transit's routes. Detailed safety communication plans are included in each contractor's safety plan provided as attachments to this document.

Contractors will document their safety communication program objectives, content, target audience, format, frequency, and ways to ensure understanding.

Marin Transit staff monitor safety trainings and information through the monthly coordination meetings. Safety is a standing item on the meeting agenda.

Marin Transit and our contractors will retain the above information for at least three years (electronically). It can be made available by request from the FTA, or other Federal entity, CPRA request, or a State Safety Oversight Agency having jurisdiction.

## Additional Information

### Supporting Documentation

*Include or reference documentation used to implement and carry out the Safety Plan that are not included elsewhere in this Plan.*

1. Marin Transit Personnel Policies and Procedures Manual
2. Operations and Maintenance Contract between Marin Transit and Golden Gate Bridge, Highway and Transportation District (effective 7/1/2015)
3. Fixed Route Service Package 1 Operations and Maintenance Contract between Marin County Transit District and Marin Airporter (effective 7/1/2018)
4. Operations and Maintenance Contract between Marin County Transit District and Transdev (effective 2/1/2021)

## Definitions of Special Terms Used in the Safety Plan

- **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
- **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- **Event** means any Accident, Incident, or Occurrence.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan** (or Agency Safety Plan) means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Safety Risk Reduction** means the developed goals to reduce safety incidents, measured by vehicle miles, as well as the plans to reduce said incidents.
- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **Transit agency** means an operator of a public transportation system.



- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.
- **TransTrack** means a web-based database system for data collection and reporting
- **Trello** means a web-based project management system

### List of Acronyms Used in the Safety Plan

Acronym	Word or Phrase
Caltrans	California Department of Transportation
FTA	Federal Transit Administration
GGT	Golden Gate Transit
GM	General Manager
MA	Marin Airporter
MTC	Metropolitan Transportation Commission
NTD	National Transit Database
OSHA	Occupational Safety and Health Administration
SMS	Safety Management System
TDV	Transdev



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Supervisor District 4

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Director  
City of San Rafael

**Fred Casissa**

Alternate  
Town of Corte Madera

January 8, 2024

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

**Subject: Contract with Roebbelen Contracting, Inc. for the Construction Management at 3010/3020 Kerner Blvd.**

Dear Board Members:

**Recommendation**

Authorize the General Manager to execute a contract with Roebbelen Contracting, Inc. for an amount not to exceed \$280,370.

**Summary**

Staff recommends that your Board authorize the General Manager to enter into an agreement with Roebbelen Contracting, Inc. to provide Construction Management (CM) services for the 3010/3020 Kerner Redevelopment Project in San Rafael.

Marin Transit completed the purchase of 3010/3020 Kerner in July 2022, with the intention of making it into a parking facility for a portion of Marin Transit's fleet. This contract will include Construction Management services for the construction of the Facility.

On October 11, 2023, Marin Transit issued a Request for Proposals (RFP) for professional services for the Construction Management (CM) for Kerner Blvd Redevelopment. Tasks included a constructability review of design documents, monitoring of construction activities, maintenance of project documents, quality assurance, and project closeout procedures. Proposals were due November 7, 2023.

The following technical factors were identified as evaluation criteria in the RFP:

Criteria	Max Points Available
Firm Qualifications	35
Qualifications of Key Personnel	30
Adequacy of Resources	20
Past Performance	15
<b>Total</b>	<b>100</b>



Marin Transit received proposals from two consultant firms; Roebbelen Contracting, Inc. (Roebbelen) and Sync Consultants LLC (Sync Consultants). Both proposals were initially determined responsive to the RFP. Staff reviewed the proposals based on the criteria specified in the RFP (listed above) and Roebbelen was invited to an interview held on December 5, 2023. The review panel, which was made up of representatives from Marin Transit, concluded that Roebbelen demonstrated a thorough understanding of successful project delivery and experience.

### **Fiscal/Staffing Impact**

The maximum contract cost is \$280,370. This is below the amount estimated in the Independent Cost Estimate prepared by staff. Marin Transit has budgeted for this amount in the FY 2023/24 Capital budget under project FH – Facility -3010/3020 Kerner Improvements. This project is funded through LCTOP, local property tax, and FTA 5307 ZEB Funds.

Respectfully Submitted,

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

Anna Penoyar  
Capital Projects Manager

**Attachment A:** Agreement Between Marin County Transit District and Roebbelen Contracting, Inc.

**MARIN COUNTY TRANSIT DISTRICT  
PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Roebbelen Contracting, Inc, hereinafter referred to as "Contractor."

RECITALS:

**WHEREAS**, District desires to retain a person or firm to provide the following service: \_\_\_\_\_ ; and

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The District agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$ 280, 370** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on **January 8, 2024**, and shall terminate on **December 31, 2024**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

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

**Commercial Automobile Liability:**

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

**Workers' Compensation:**

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

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

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

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

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

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

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

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

**8. SUBCONTRACTING:**

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

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

#### Exhibit E - Debarment Certification

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

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - are 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:

Anna Penoyar

Contract Manager: Capital Projects Manager

---

711 Grand Ave, Ste 110

Dept./Location: San Rafael, CA 94901

---

Telephone No.:

---

Notices shall be given to Contractor at the following address:

Contractor:

---

Address:

---

Telephone No.:

---

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits CONTRACTOR’S INITIALS

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

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

APPROVED BY

CONTRACTOR MARIN COUNTY TRANSIT DISTRICT:

Attachment A

MCTD Contract #1240

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

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

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

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



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

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

\_\_\_\_\_

DRAFT

## EXHIBIT "A"

### SCOPE OF SERVICES (required)

#### Methodology

Roebbelen, with Abbas Daeenabi leading the way, will work with the Project Team to begin the thorough review of the project documents, the tentative schedule and all known milestones. With the designers, we will work to understand intent and any phasing necessary to meet the project needs. We will plan site visits to gain visual knowledge of potential challenges and get a feel for the environment that may require specific attention. Additionally, we will spend time meeting with Marin Transit staff to familiarize ourselves with specific requirements from the staff and project level perspective.

#### Relevant Project Issues

Our team understands challenges may come up. If encountered, how Roebbelen prepares to minimize any potential negative impact(s) of such challenges is through exhaustive investigations and data collection. This includes completing an analysis to ensure we can provide the necessary support and recommendations. Abbas will coordinate with our in-house preconstruction, estimating and scheduling experts to ensure projects meet the intent of the design, budget and schedule.

We will work with Marin Transit and the design team to ensure adequate preparation for the start of construction activity, which includes design approvals, identifying permit requirements and coordination with local agencies having jurisdiction over the project.

#### Our Services

In situations that may require work performed during nighttime, Sunday or holidays, Roebbelen will communicate and work closely with Marin Transit staff and the Project Team to minimize disruptions and negative impact. We will, in advance, notify Marin Transit and, if necessary, prepare a community "news letter" to inform neighbors of such activity during off hours. Additional fees will not be issued to Marin Transit from Roebbelen for such instances, such that there is no major increase in the contract completion date.

#### Testing and Special Inspections

Roebbelen will enforce the quality assurance plan, in conformance with the plans and specifications. Abbas will take lead in scheduling material testing to verify compliance of the work with contract documents.

Additionally, he will work with the design team to coordinate and review test reports, certificates of compliance and punch walks.

## Pre-Construction Phase

### Coordination

The start of any successful construction project begins with an alignment of expectations. The required construction management services and responsibilities for the projects, yet similar in practice to other construction projects, may have unique elements due to location and site conditions. We are prepared to hold regular meetings to ensure collaboration occurs and information is shared.

Abbas will lead the Team, review and investigate project-related information, to better prepare for what lies ahead. He will be working with the Project Team to coordinate activity, ensuring thorough understanding of the necessary action items that will lead to positive progress. Additionally, a meeting schedule will be established to develop a regular status check-in venue for the Project Team and other Stakeholders, as deemed necessary by Marin Transit.

### Budgeting

From a general perspective and to confirm a holistic approach is taken for an appropriate and realistic budget validation process, Roebbelen will confirm with Marin Transit which key members of the Project Team will need to be involved for budget related discussions and recommendations. Abbas will establish and facilitate a collaborative venue to review, discuss, validate and finalize budgets.

We will establish a process for decision making, with deadlines, to make certain the team does not impact time. This will help understand if we will need to add or remove scope, value engineer scope or simply leave as-is.

Roebbelen will take account of the schedule, as it relates to duration and milestones that may dictate budgetary consideration. We will consider durations and how the time might be affected by Marin Transit or community activity, inclement weather, long lead items and other variables. All to account for potential negative time/cost impacts, including soft costs and escalation.

### Scheduling

Roebbelen scheduling experts have the capability to develop a complete schedule for use as preliminary timelines until contractors are on-board to provide actual project construction schedules. With Marin Transit assistance, the preliminary schedule will account for County/City and community events, Council meeting dates and necessary approvals and permitting activity.

As mentioned, our building division is a great resource and provides real time market information on sequencing activity and lead-times for various site and building systems. This will help identify a realistic view of the amount of time it may take to complete the Project.

During this process, we will work to align project activity with Marin Transit, specifically important during the construction phase. Construction is disruptive and knowing important event dates will help minimize the disruption.

When necessary, we have the ability to validate third party and/or contractor construction schedules. Working collaboratively with the Project Team, we review the logic, taking all activity into account to ensure we identify problematic relationships as a way to minimize future

risk that may lead to costly delay challenges. This process helps maintain scheduling objectives.

Once in the construction phase, Abbas will work with the contractors, in a collaborative manner, to review and validate the contractor's baseline schedule and the ensuing monthly updates. The baseline schedule shall show a clear and detailed critical path towards completion of the work, per contract terms. Our scheduling expertise will also help review and validate any claims for delay impacts.

Through the entire process, Abbas will be coordinating between the Project Team and our in-house scheduling team. Providing input and recommending adjustments as we solidify and maintain the schedule.

### Design Review

Roebbelen will review the project documents for constructability at predetermined milestones and as requested by Marin Transit. For typical projects, we anticipate constructability review at:

- End of Schematic Design (SD Phase);
- End of Design Development (DD Phase);
- 50% and 90% Construction Documents (CD Phase);
- Backcheck/Bid Set
- Permit Set/Conform Set (including Addenda)

In this case, the RFP states that the design is at 90%. Abbas will coordinate review efforts with the design team and our in-house constructability reviewers. When complete, a full report, with appropriate comments and recommendations, will be issued to Marin Transit and the design team for consideration on recommendations. The review may include verification of design coordination between design disciplines to identify differing elements and minimize risk of change impacts during the construction phase.

Roebbelen utilizes the Bluebeam software to complete constructability reviews. We carry the license and will host all sessions, if necessary. Bluebeam allows the team to work together in real time. It provides user friendly access to review and answer questions on unresolved issues.

Our aim is always to eliminate any potential conflicts and coordination issues before they occur. We work with the design team and strive to make the documents clear for the bidding community. Also, the benefit of Roebbelen's building capabilities allows us, as construction managers, the ability to access our construction superintendents.

They are constantly solving real-time building systems issues in the field and when necessary, the design is viewed through their eye, as a builder.

### Professional Consultants

As with procurement and management of the construction contract, Roebbelen is prepared to assist Marin Transit with outreach efforts and procurement of consultants that may not already be on-board. We have good working relationships with many capable consultants that would be pleased to work on projects managed by Roebbelen. And as with contractor services, the greater the interest the greater the opportunity for value add.

## Bidding Phase

### Project Kick-Off

This is a chance for our team to understand the needs and expectations of the Project. Following our initial meeting we will be able to develop a basic construction management plan that will include roles and responsibilities, tasks, budget, schedule and communication protocols.

### Addenda Review

Similar to how we will provide review services for design review, Roebbelen will assist the design team with the coordination necessary for the successful issuance of addenda and will review each addendum for time, cost and constructability impact. There again, providing Marin Transit a full report with appropriate comments and recommendations.

### Bid Review, Evaluation And Recommendation

As soon as Roebbelen is on-board, Abbas will take the lead during the Bid Phase that begins with a bid phase schedule and followed by outreach efforts. This will stir interest from the contractor community and allows for greater opportunity to a quality pool of bidders and more competitive bids.

Roebbelen will verify that the Bid Phase complies with public contract code requirements and will review Divisions 0 and 1 of the specifications for clarity and accuracy. We will work with the design team to assist Marin Transit during all aspects of the Bid Phase, including the pre-qualification process, answering bid questions, issuing addenda, being present at bid opening and evaluating each bid for responsive and responsible packages. Our team will evaluate bids and provide a report with recommendations towards selection and award.

Roebbelen will take on the task of managing and overseeing both the Pre-bid conference and Pre-construction meeting, which includes preparing agendas and documenting meeting minutes, as the Pre-bid conferences are generally mandatory for prospective bidders.

It is during the Bid Phase that Roebbelen begins to establish a partnership with the contractors. Extending the necessary professional courtesies, as allowed by codes and regulations, to provide clear information to the bidding community in a timely manner.

#### Bid Phase Steps:

- Complete the pre-qualification process
- Secure Approvals and/or Permits
- Develop bid schedule
- Develop bid package
- Coordinate advertisement needs/requirements
- Publish bid documents
- Host and facilitate pre-bid meeting
- Host and facilitate pre-bid site walk
- Receive bids
- Evaluate bids
- Recommend award

## Rebidding

Should there be a need to re-bid the project, Roebbelen will collaborate with Marin Transit and the design team to make the necessary adjustments and follow the bid phase steps for a re-bid.

## Construction Phase

### Preconstruction Meeting

Roebbelen will coordinate and facilitate a pre- construction meeting with the project team and the successful bidder. During this meeting, the goal will be to orient the contractor with expectations related to site rules, safety protocols, reporting procedures, inspection protocol, baseline schedule, and pre-start submittals.

Roebbelen will review and verify project documents, such as bonds and contractor licenses to confirm requirements are met and that they stay current through the life of the construction phase. Additionally, formal introductions will take place, roles and responsibilities will be identified and other topics of discussion, related to contract administration, will include securing permits, mobilization, staging areas, safety, temporary fencing and/or barricades, site security, site protection that includes the storm water pollution prevention plan, construction schedule, construction phasing/sequencing, special inspections, submittal schedule and procedures, management of design clarification or revisions (RFI's, ASI's, CCD's), change management, payment applications, weekly meetings, special site or community events, working hours and special coordination protocols.

### Document Control

Roebbelen understands that well before construction of your project begins, a file system shall be established.

The project will demand collaboration and through the process we will be communicating by generating, tracking and sharing information with the project team. We will be happy to be the gate keeper and use a web-based management software system, known as Procore, as our tool of choice, but can adapt to any other document control requirements. Through Procore, we digitally monitor and track various forms of communication like; construction questions, known as RFI's, design modifications, known as ASI's, submittals, daily reports, cost items and payment applications.

An important part of maintaining the schedule is to receive, review and return submittals in a timely manner. The submittal procedures, along with other construction related documents such as payment requests, RFI's and change orders will be established, per project contract documents, and we will assist Marin Transit in implementing, as such. The schedule of values is part of the submittal process and Roebbelen will review for accuracy with respect to the requirements of the contract documents. We will work with the design team and the inspector to verify and validate the payment request applications prior to a recommendation to Marin Transit for processing payment.

Roebbelen will coordinate weekly meetings, typically known as the Owner Architect Contractor (OAC) meeting. Abbas will generate an agenda, facilitate, record and issue minutes, with an emphasis on action items and steps towards resolution to open items.

### RFI's and ASI's

All additional information and clarifications to the contract documents will be reviewed for accuracy and completeness. We take pride in our ability to stop future problems at this stage. By identifying real questions, and requiring accurate answers, your project has an opportunity to stay on budget and schedule. All RFIs and ASIs are logged, transmitted and tracked to provide timely and complete responses from the project team. An RFI or ASI might be the first sign of a change to the project that might delay the project or increase the cost. Roebbelen will notify Marin Transit if the ASI or RFI will cause a change in the project.

Unless use for another management tracking program is requested by Marin Transit, we will utilize Procore for document control/ routing. We will work with the design team to provide timely and effective responses by the required dates and to post the ASIs. Critical RFIs and ASIs will be included in the discussion at each weekly meeting.

### Submittals / Shop Drawings

The contractors will provide a submittal log following receipt of the 'Notice to Proceed'. Prioritization of critical submittals with long lead times will be required to meet expected install dates. Roebbelen will require a complete submission of each specification section in one package and require the contractors to certify the completeness of each submittal and shop drawing. The contractors are responsible for preparing and deliver the submittals and shop drawings for approval by the design team and Marin Transit. Roebbelen will receive, review, track, expedite and log all submittals and shop drawings required by the contract documents. Roebbelen will require the contractors to provide complete and correct submittals and shop drawings prior to routing for final review. Finally, Roebbelen will track, review and coordinate sign-off/ approval of all submittals and shop drawings.

### Permits / Utilities

Roebbelen will secure necessary permits, on behalf of Marin Transit. We will complete the coordination necessary to ensure that local utility agencies are notified early and that service will be available on time. In our experience, there is often confusion about the provision for permits and utilities. We will eliminate that confusion by being the party responsible for completing that coordination. In the active Bay Area construction market, if this task slips, it will put the schedule in jeopardy. We will make this a priority.

### Schedule Management

Roebbelen will review the original project schedule, as provided by the contractor, and provide Marin Transit a recommendation to accept, if it meets the contract criteria. Additionally, when monthly payment requests are made, Abbas will ensure an updated monthly schedule is provided to confirm milestones remain unchanged. Any deviation to the critical path will be noted and clarification will be requested of the contractor. During the weekly meetings, Roebbelen will request that the contractor provides a short interval schedule (SIS). Typically this schedule is known as a three-week schedule that accounts for the current weeks activity and shows planned activity for the following two weeks. Abbas will review these schedules and compare to the master schedule and the most current update to ensure progress is being accomplished as intended.

### Budget Tracking / Payment Applications

Roebbelen will create, or utilize a budget tracking system for use during each project. With the design team and the inspectors assistance, Roebbelen will review payment applications and invoices for



accuracy and completeness. All contracts will be tracked and reported along within the regular budget report. Cost changes will be tracked and will follow a Marin Transit process for approval. This will help provide a complete financial risk assessment on each project for any given time.

### Risk Management

Risk management starts with review of the contractor's bonds and insurance to certify compliance with the contract documents. We will transmit the contract, bonds and insurance to Marin Transit for approval. The handling of change orders is discussed in the next section. The remainder of the risk management process will revolve around project controls. Project cost control reports will be maintained on a real-time basis and transmitted to the project team. These reports will cover all project cost exposures tracked against applicable project budget amounts, construction management expenditures, and other contracts for consultants such as testing, etc.

The report tracks cost items, unresolved disputes and contract completion reserves against budgeted construction contingencies. Timely notification shall be required by the contractors for cost items to allow proper review and processing. The contractors must include a complete description of the change and cost estimate including any schedule impacts. Roebbelen performs an independent estimate of questionable cost items and evaluates the schedule change for merit.

### Contract Changes

For the most part, the pre-construction phase will identify and correct issues or clashes with design or during site investigation that minimizes cost items. Once in construction, any proposed costs or request for additional time will be reviewed and evaluated against the project contract document requirements. The goal is to minimize the impact to the project with each evaluated cost item. Roebbelen will engage our estimating and scheduling team when appropriate and consult with the Project Team as we review, evaluate and negotiate cost and time impacts. We will use all information available to negotiate fairly, but firmly, while providing transparency to Marin Transit during each and every step. No changes to a project contract document are accepted unless Marin Transit approves and executes a change order. All change orders will be recorded and a change order report will be generated to track status for each. When we encounter a disagreement and a cost item is not approved by Marin Transit, the contractor's may choose to submit a claim.

Roebbelen will review and evaluate each contractor claim and provide Marin Transit with a recommendation.

### Dispute Resolution

The contractor's shall notice the disputed work to Roebbelen within the time specified in the contract documents and keep daily records of all work completed under dispute. Roebbelen will pursue resolution to all disputes through the use of dispute meetings where contractor's will be allowed to present their position and documentation regarding the dispute. We will then look to find a resolution or discuss settlement options that will be forwarded to Marin Transit with a recommendation.

Roebbelen's in-house team of experts, that includes estimators, schedulers and builders, will assist when necessary to validate or otherwise reject claims. This is incredibly helpful when it comes to dispute resolution. Whether we need to perform our own estimate, review delay claims, or simply work toward a reasonable solution, we have the resources for a fair outcome.

### Quality Assurance

It is critical for the work to be performed according to the approved project contract documents. Through daily construction observation and the assistance of both the design team and the inspector, Roebbelen will ensure quality assurance and quality control. Abbas will establish a site walk routine that will be documented with daily reports. During these walks any non-confirming work will be identified and discussed with the contractor, the inspector and the design team. The idea is to communicate often and ensure clear understanding from every perspective. We will facilitate collaboration to identify best path forward. With the assistance of the design team and the inspector, Abbas will compare performance with approved submittals, RFI's and other project documents. Part of this process is to establish inspection protocols for special testing and inspection needs. Roebbelen will work with the contractor to coordinate these necessary inspections, as identified in the project contract documents.

During our routine site observation activity, we will partner with the contractor and check that their site office maintains on-site records of contract documents and other required documents for easy and quick reference.

This will include the as-built plan set, submittals and shop drawings, Federal, State and local requirements for labor compliance, building code regulations, safety manuals and other logistical needs.

### Project Close-Out And Post Construction Phase

Roebbelen will continuously and thoroughly review project activity and will not wait until the punch list phase to raise questions about imperfections and non-conforming work. Items identified will be logged and tracked until satisfactorily complete to meet the project contract documents. When we get to the formal punch walk, outstanding items will be the first to be included and tracked. The punch walk will take place to identify additional imperfections and non-conforming work. The contractors will provide notice that all contractual activity has been completed and we will coordinate the punch walk with the Project Team. Once the walk takes place, we will gather open items, consolidate and input to a master punch list. This list will be issued to the contractor with a directive to proceed and correct all items within a specific time frame. We will work closely with the contractor until these items are completed satisfactorily and once complete, schedule a back-check with the project team to confirm satisfaction from all parties.

Roebbelen is committed to closing out projects in a timely manner. To facilitate prompt project closeout, we take the approach that this activity begins at the start of construction. From the beginning of the construction phase and in partnership with the Project Team, we will be tracking progress on things like as-built document updates. When we setup the project within Procore, we develop a closeout file. All closeout documents will be identified, collected, verified to comply with requirements and filed as progress is made in the field. This includes warranties as scope activity is completed. Additionally, any initial start-up, testing of systems and Training sessions will be coordinated, conducted, recorded and filed as the building and site systems are completed and fully ready for operation. The User trainings will provide both the user group and the maintenance and operations group a better understanding of how the systems work. Additionally, soft and hard copies of systems manuals will be made available.

As we progress into the final stages of the construction phase, Abbas will liaise with Marin Transit to ensure any owner provided contractor installed items are received and handed to the contractor for installation.

Additionally, we will be coordinating with Marin Transit and the contractor for access to owner installations, such as restroom accessories, furniture and other equipment. Similarly, we are prepared to assist with relocation activity and will work with Marin Transit to accomplish a seamless transition. Finally, we will collaborate with Marin Transit and the zero waste team to fulfill deconstruction requirements.

### Warranty

We understand a project is not without an occasional warranty call or User complaint. Roebbelen is committed to serving Marin Transit through the warranty period. We will be available to assist, as necessary within the ensuing 1-year warranty period. Our team, in partnership with the Project Team will be ready to expedite any warranty claims and monitor to completion.

### Public Outreach

Construction is known to be disruptive to the surrounding community. We understand and carefully navigate through this negative perception of the project everyday. Abbas will work with Marin Transit and assist with public relations activities. We have experience in generating an informative newsletter and issuing these on a monthly basis to the community. The information provided shall be reviewed and accepted by Marin Transit, but for the most part is basic and does not provide details with cost or schedule. In general, it shows what has occurred in the past month and what should be expected for the upcoming month. This information can also be published.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

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.

- (1) MILEAGE. DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (2) TRAVEL COSTS. DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract.
- (3) 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.
- (4) MAXIMUM CONTRACT AMOUNT. The maximum amount payable to Contractor under this Contract for this period shall not exceed **\$ 280, 370.**

Attachment A

MCTD Contract #1240

Scope	Labor Categories (e.g., Consultant, Sr. Consultant, etc.)	Est. Hours	Hourly Rate	Extended Rate
Task 1 – Preconstruction Services	Director	10	\$ 195	\$ 1,950
	Project Executive	0	\$ 180	\$ -
	Construction Manager	86	\$ 175	\$ 15,050
	Asst. Construction Manager	344	\$ 150	\$ 51,600
	Admin / Accounting	10	\$ 105	\$ 1,050
	Constructability / Value Engineering	64	\$ 155	\$ 9,920
	Estimating / Value Engineering	72	\$ 155	\$ 11,160
	Scheduling	24	\$ 155	\$ 3,720
<b>TOTAL NOT TO EXCEED, TASK 1</b>		610		\$ 94,450
Task 2 – Construction Management Services	Director	0	\$ 195	\$ -
	Project Executive	0	\$ 180	\$ -
	Construction Manager	350	\$ 175	\$ 61,250
	Asst. Construction Manager	440	\$ 150	\$ 66,000
	Admin / Accounting	10	\$ 105	\$ 1,050
	Constructability / Value Engineering	0	\$ 155	\$ -
	Estimating / Value Engineering	0	\$ 155	\$ -
	Scheduling	0	\$ 155	\$ -
<b>TOTAL NOT TO EXCEED, TASK 2</b>		800		\$ 128,300
Task 3 – Closeout Services	Director	0	\$ 195.00	\$ -
	Project Executive	0	\$ 180.00	\$ -
	Construction Manager	176	\$ 175.00	\$ 30,800
	Asst. Construction Manager	176	\$ 150.00	\$ 26,400
	Admin / Accounting	4	\$ 105.00	\$ 420
	Constructability / Value Engineering	0	\$ 155.00	\$ -
	Estimating / Value Engineering	0	\$ 155.00	\$ -
	Scheduling	0	\$ 155.00	\$ -
<b>TOTAL NOT TO EXCEED, TASK 3</b>		356		\$ 57,620
<b>TOTAL NOT TO EXCEED (TASKS 1- 3)</b>				<b>\$ 280,370</b>

STAFF AND FEE RATES

<u>Position Description</u>	<u>Name</u>	<u>Hourly Rates</u>
Officer in Charge	Marsha Perry Taras	\$ 205
Director	Victor C. Lopez	\$ 195
Construction Manager	Abbas Daeenabi	\$ 175
Asst. Construction Manager	Jason Lee	\$ 150
Admin/Accounting	Admin Support	\$ 105
<b>In-House Support Services</b>		
Constructability	Craig Fernandez	\$ 155
Estimating	Steve Connor	\$ 155
Scheduling	Rich Miller	\$ 155

Note: Rates are subject to an annual inflation increase of 3%, beginning January 2025

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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:

	Check Where Applicable	Requested Limit Amount	CAO Use Only
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:

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Date:

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EXHIBIT "D"

FTA GRANT CONTRACT PROVISIONS PROFESSIONAL SERVICES

1) FEDERAL OBLIGATION

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

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

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

3) ACCESS TO RECORDS AND REPORTS

Contractor shall provide all authorized representatives of Marin Transit, the FTA Administrator, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this

Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until Marin Transit, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

#### 4) FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Marin Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### 5) TERMINATION

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

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

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

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

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

#### 6) CIVIL RIGHTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  - b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
    - i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    - ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    - iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 7) DISADVANTAGED BUSINESS ENTERPRISE
- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation

Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 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

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

#### 10) RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

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

#### 11) LOBBYING RESTRICTIONS

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

#### 12) CLEAN AIR

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in

turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### 13) CLEAN WATER

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

### 14) ENERGY CONSERVATION

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

### 15) PRIVACY ACT

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

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

### 16) NOTIFICATION TO FTA

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying

Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This 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.

DRAFT



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**Maribeth Bushey**

Director  
City of San Rafael

**Fred Casissa**

Alternate  
Town of Corte Madera

January 8, 2024

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

**Subject: Update on the San Rafael Transit Center Replacement Project**

Dear Board Members:

**Recommendation**

Discussion item.

**Summary**

The San Rafael Transit Center (SRTC), owned by Golden Gate Bridge, Highway and Transportation District (GGBHTD), is critical to Marin Transit operations and our riders. It is a crossroads for transit service in Marin County and facilitates timed transfer connections between local routes and regional bus and rail services that serve the county and beyond. Marin Transit is the largest user of this facility; our services account for 77% of all daily bus trips that serve the facility (June 2023) and nearly all our routes travel through the SRTC.

A process to redesign the facility has been underway for many years. The GGBHTD Board passed a major milestone for the redesign of the facility with adoption of the Final Environmental Impact Report (FEIR) for the SRTC Replacement Project in December 2022 and recently concluded a community design process this fall. This design process engaged a Community Design Advisory Group (CDAG) that represented a diverse group of voices to provide input on the design, aesthetics, amenities, and features of the new transit center. The consultant for the project will provide a summary of the CDAG work at your January meeting.

Recently, staff have also been working with GGBHTD and their consultants to review operational assumptions associated with the proposed new design, including bus bay assignments and routing in and out of the facility. Staff will present a summary of this review and identify current concerns with the design assumptions.

Marin Transit continues to support the preferred alternative from the FEIR and will work closely with GGBHTD in the coming months to ensure that the final facility design meets our operational needs and the needs of our riders.





## Background

The SMART train extension to Larkspur impacted the functionality of the SRTC and the need to redesign the facility has been acute since that time. The GGBHTD Board passed a major milestone with adoption of the Final Environmental Impact Report (FEIR) for the SRTC Replacement Project on December 16, 2022. The FEIR did not identify any significant and unavoidable impacts for the “Move Whistlestop Alternative,” which was selected by the GGBHTD Board as the preferred project alternative. Each of the significant impacts identified under the preferred alternative was reduced to less than significant with mitigation measures applied.

Staff have been working with GGBHTD staff and their consultants to better understand the operational assumptions for the new facility. These assumptions include bus bay assignments and routing to get in and out of the facility. A meeting was held on November 1, 2023 between the Agencies to go over these assumptions. MCTD staff replied on November 3, 2023 with a series of questions and concerns that arose from the meeting. Staff will be working with the GGBHTD and their consultant to get responses to these questions and concerns.

MCTD staff will summarize the key operational questions and concerns with the current facility design at your January meeting. GGBHTD’s consultant will also provide an update on the project, including recent public engagement activities, an update from the design efforts, and upcoming coordination efforts and next steps. Additional information about the project can be found on the GGBHTD website here: [www.goldengate.org/district/district-projects/san-rafael-transit-center/](http://www.goldengate.org/district/district-projects/san-rafael-transit-center/).

## Fiscal/Staffing Impact

None associated with this report.

Respectfully Submitted,

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

Robert Betts  
Director of Operations & Service Development

**Attachment A:** SRTC Replacement Project Update Presentation



# San Rafael Transit Center Replacement Project Update



January 8, 2024

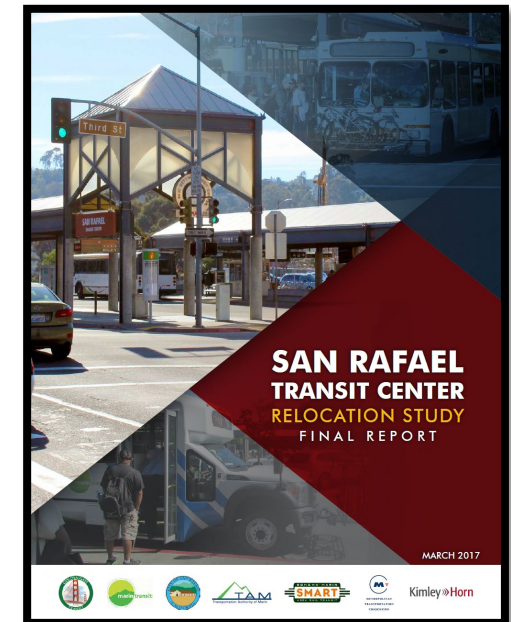
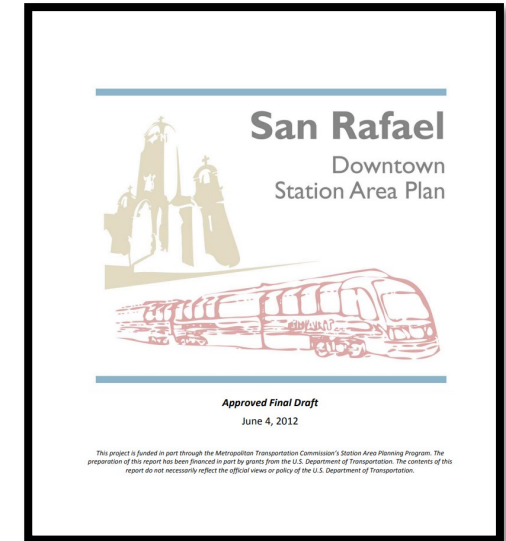
[marintransit.org](https://www.marintransit.org)

# Agenda

- 01** Overview of Project (MCTD)
- 02** Operational Assessment (MCTD)
- 03** Recent Project Progress (GGBHTD)
- 04** 2023 Public Engagement Activities (GGBHTD)
- 05** Project Design Updates (GGBHTD)
- 06** Key Coordination Topics and Next Steps (GGBHTD)

# Project History

- 2010-2012: City's Downtown Station Area Plan
  - Identified preferred site around SMART station
- 2015-2017: City-led Relocation Study
  - Determined facility requirements
- 2018-2022: CEQA Environmental process
  - Upon community request, started with a clean slate on projects
  - Prior to release of DEIR, project included 9 technical meetings with City staff
  - DEIR Released in August 2021
  - FEIR Released October 2022
  - FEIR Adopted December 2022



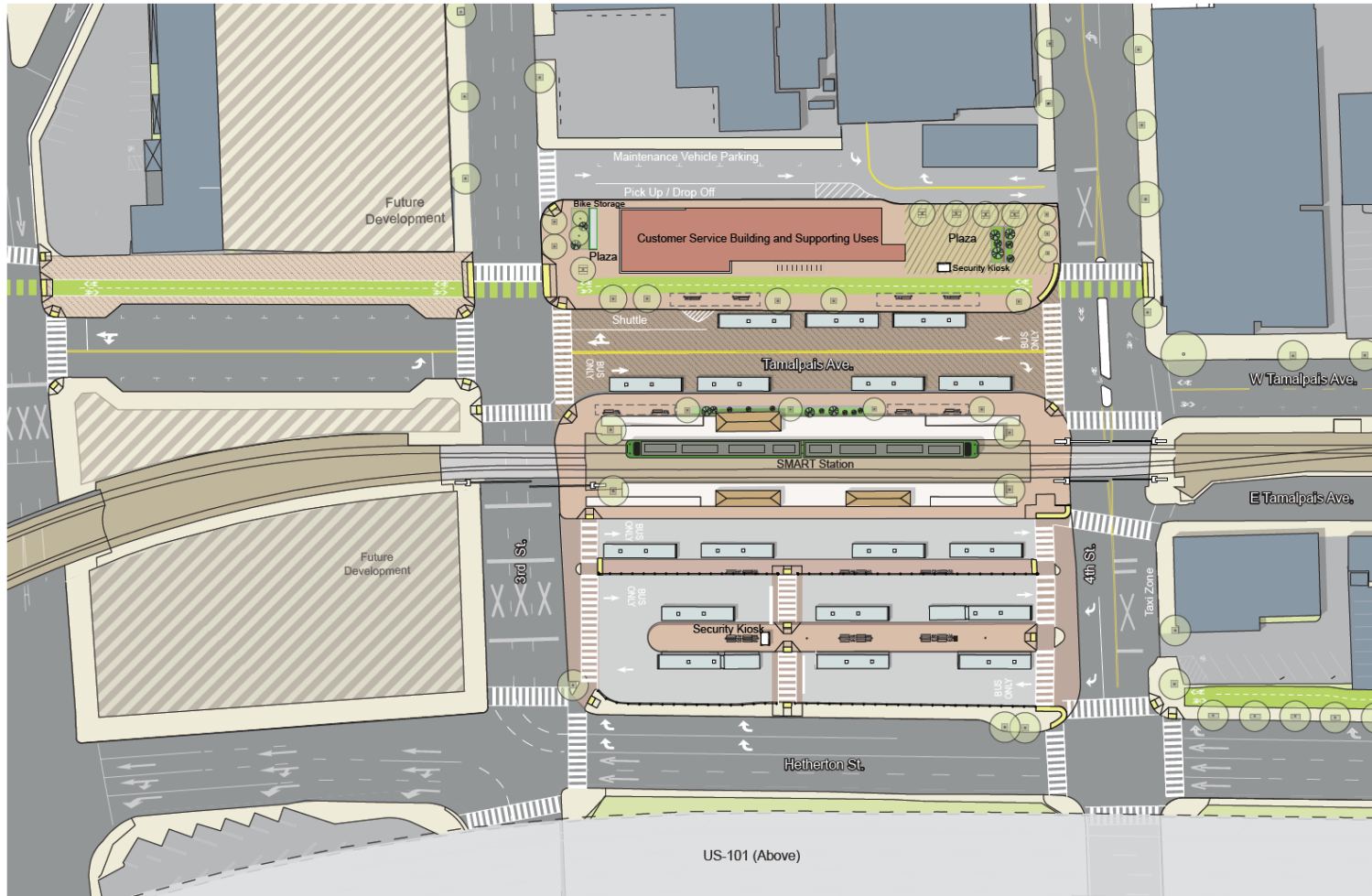
# Why is it Needed?

- Current transit center was **built 30 years ago**, lacks sufficient space for customer service, and needs technology, sustainability, and user comfort improvements
- Construction of SMART tracks **reduced and impacted the ability to access several bus bays**, limiting flexibility and usability of transit center
- SMART tracks bisecting transit center **impacts pedestrian circulation and access**, increasing transfer times and making wayfinding difficult
- Third Street serves as a major **barrier for pedestrian access** and transfers to SMART
- Congestion on 2<sup>nd</sup> Street makes it challenging for buses to exit transit center, **increasing travel times and impacting reliability**
- Transit center has **insufficient space for pick-up/drop-off**, shuttles, taxis, and bike parking
- Transit center access configuration **requires extensive out-of-direction travel for buses**, impacting traffic congestion and increasing operating costs and travel time for riders
















# Why it is still Needed

# SRTC weekday bus trips	2019	2023	<i>Diff</i>
Marin Transit	508	573	<b>+65</b>
Golden Gate Transit	222	167	<b>-55</b>
<b>Total</b>	<b>730</b>	<b>740</b>	<b>+10</b>

# Adopted Alternative

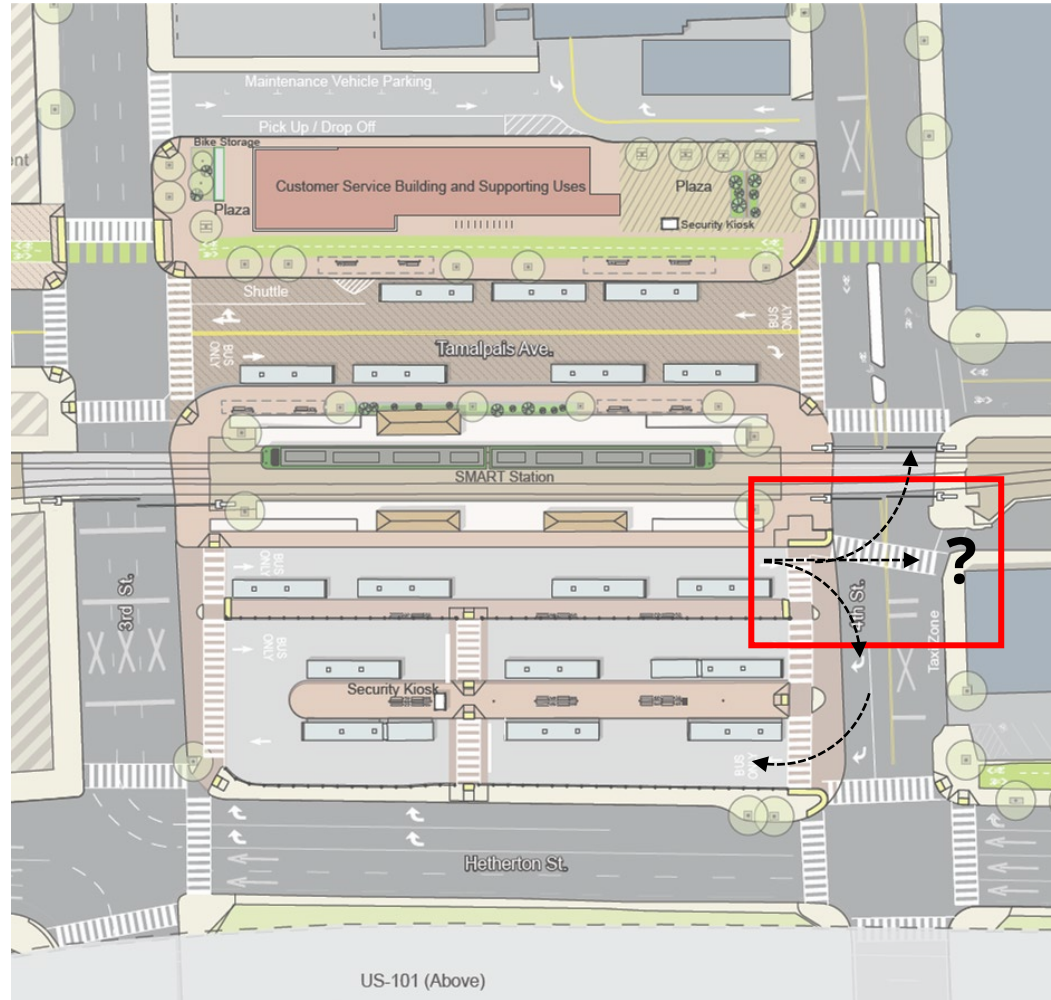


## Legend

-  Feature Tree
-  Tree with Tree Well
-  Tree
-  Platform Seating
-  Bus Canopy
-  Landscaped Area
-  Bike Racks
-  Secure Bike Parking
-  Security Kiosk
-  Bike Path
-  Canopy Overhead
-  Ped Safety Barrier
-  Ticket Machine
-  Improved Paving
-  Typical Paving



# Operational Questions/Concerns



## Platform B & 4<sup>th</sup> Street

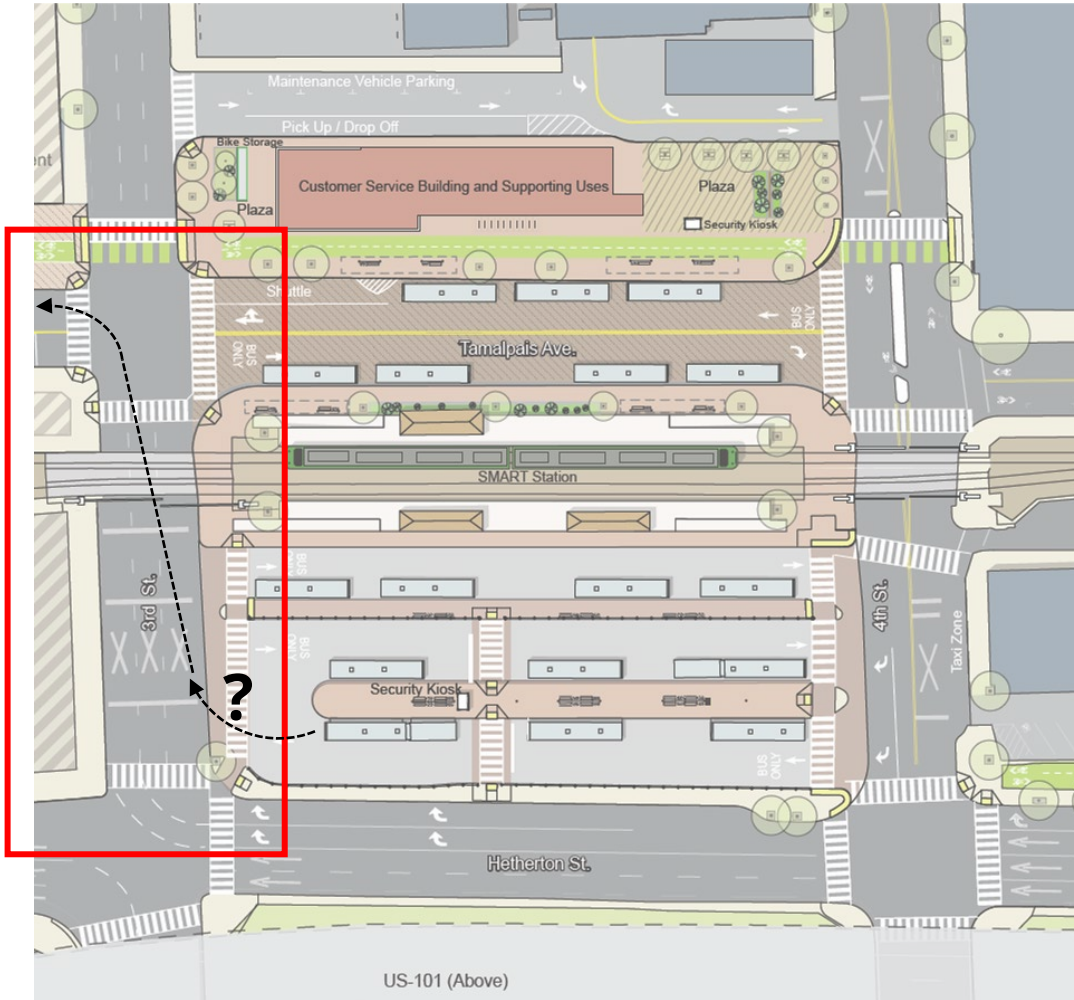
- Will current traffic signal remain?
- Will proposed crosswalk impact existing traffic signal operations?
- Will buses have any priority at signal?
- Will buses be able to make all movements from this bay, or just turn right?
- How will RR crossing treatments impact bus operations? Will the existing “KEEP CLEAR” markings be removed?



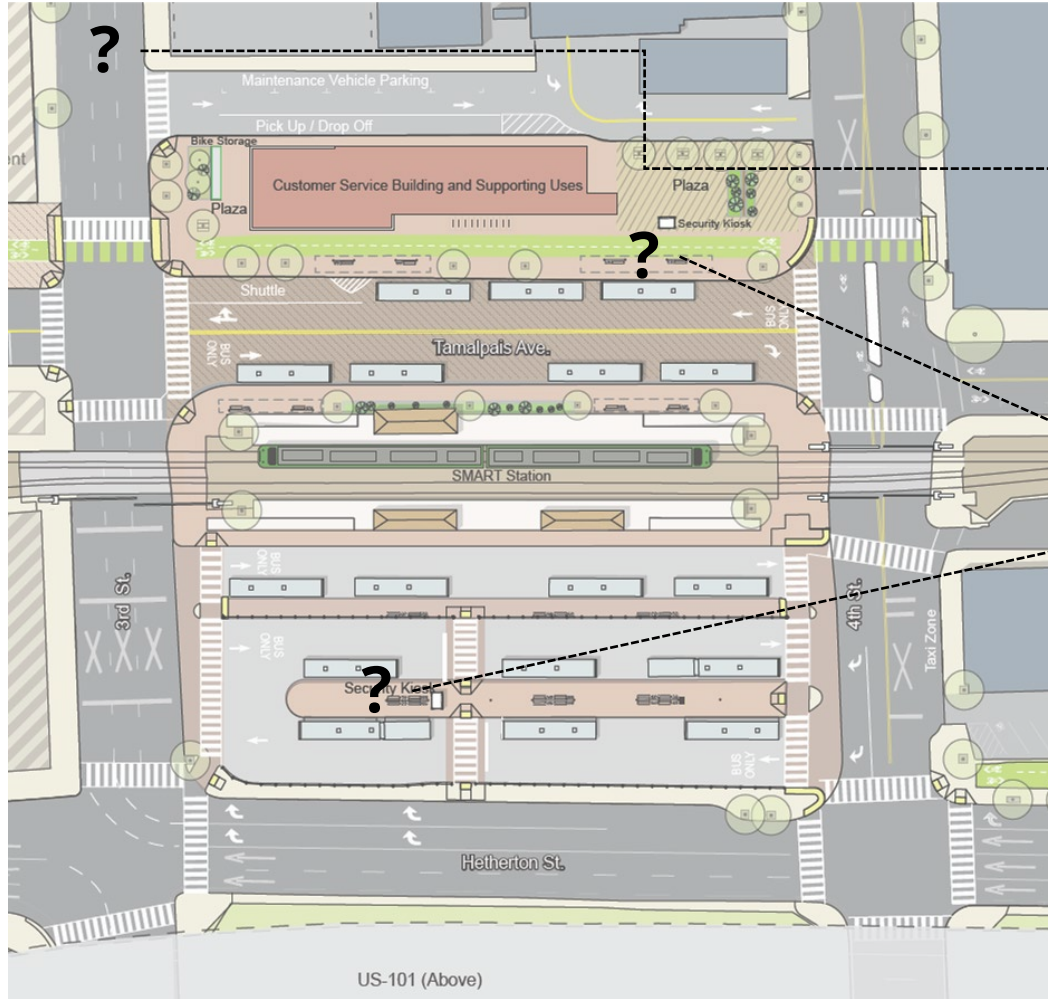
# Operational Questions/Concerns

## Platform A to Highway 101 SB

- Routing assumes buses will exit Platform A (southbound) to 3<sup>rd</sup> Street, cross RR tracks, and then make a left on Tamalpais to access 2<sup>nd</sup> st/Highway 101 southbound. What changes are assumed to make this movement efficient and safe?



# Operational Questions/Concerns



## Other Questions/Concerns

- Routing assumes buses will turn from 3<sup>rd</sup> St (westbound) to Lincoln (northbound). Are intersection improvements to accommodate this turn part of the project?
- Bus bay assignments separate Canal-bound routes across the facility (platform A vs platform D). Can we keep these routes together?

# Thank you

CONTACT

**Robert Betts**

**[rbetts@marintransit.org](mailto:rbetts@marintransit.org)**





# SAN RAFAEL TRANSPORTATION CENTER



Relocation Analysis, Environmental Clearance, and Preliminary Design

# SRTC Replacement Project

## Marin Transit Board of Directors

January 8, 2024



SAN RAFAEL  
THE CITY WITH A MISSION





# Agenda

- Recent Project Progress
- 2023 Public Engagement Activities
- Project Design Update
- Key Coordination Topics and Next Steps

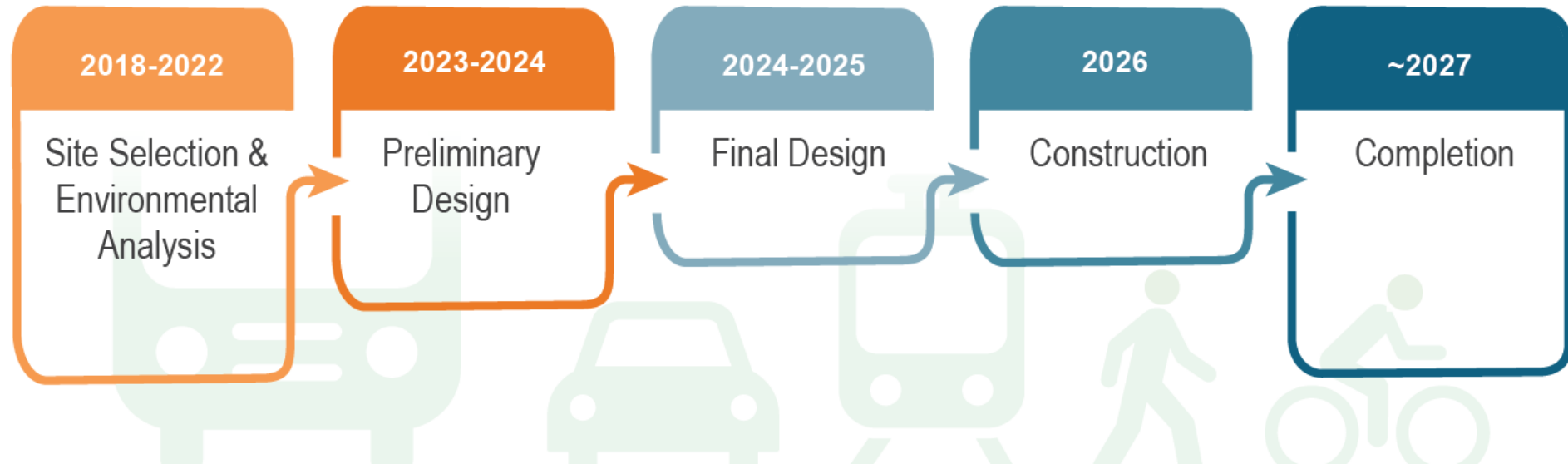


## Recent Project Progress

- December 2022: FEIR Adopted
- February-December 2023: Community Design Advisory Group and Public Meetings
- June 2023 - Current: Began Preparing NEPA Checklist and Re-engaged FTA
- July 2023 – Current: Advancing Preliminary Engineering and Design Coordination



## Overall Anticipated Project Schedule





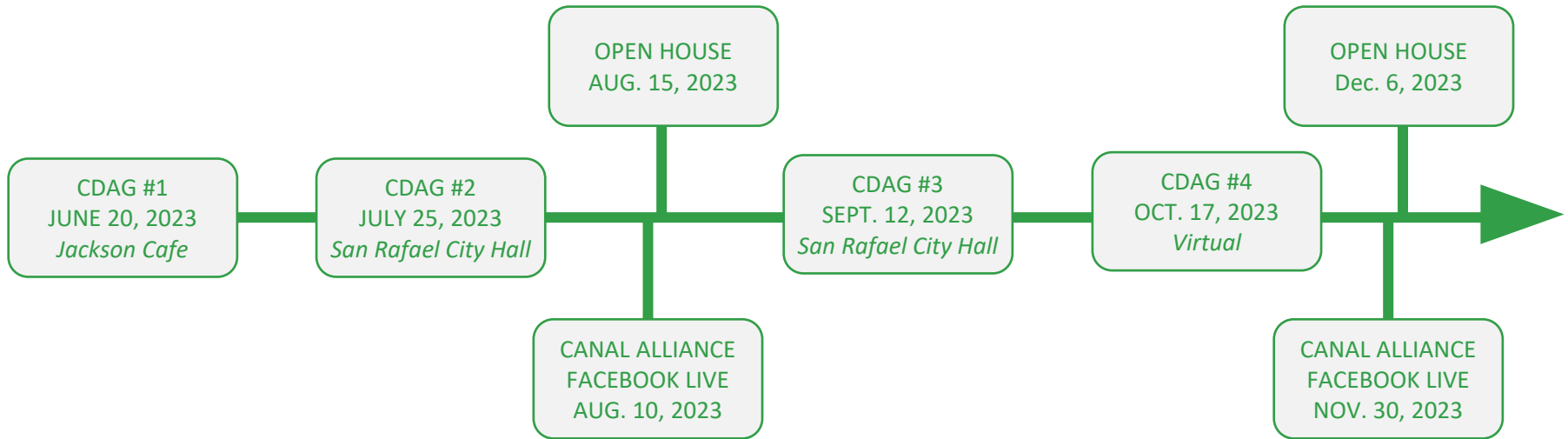
## 2023 Public Engagement Activities

RECONNAISSANCE;  
VISION +  
PRINCIPLES

BIG MOVES

CONCEPT  
DEVELOPMENT

IMPLEMENTATION;  
REPORT-BACK







## Community Design Advisory Group (CDAG)

- Bring a balanced and diverse group of voices together to discuss and provide input into the design, amenities and features of the new transit center.
- Served as a conduit between the District and the community
- Advisory role; does not make decisions for the project
- Met four times over five months: June through October, 2023

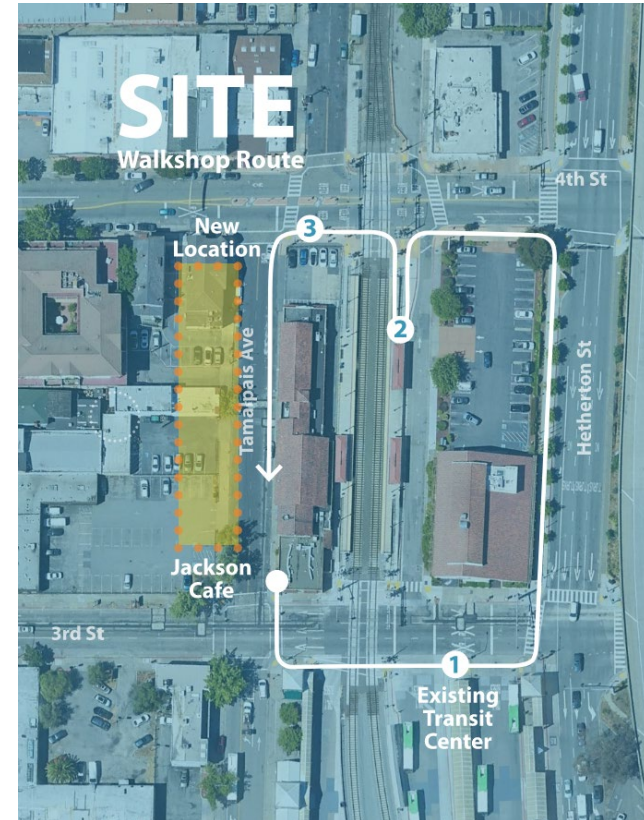




## CDAG Meeting #1: Establish Group; Project History; Walk Site Together



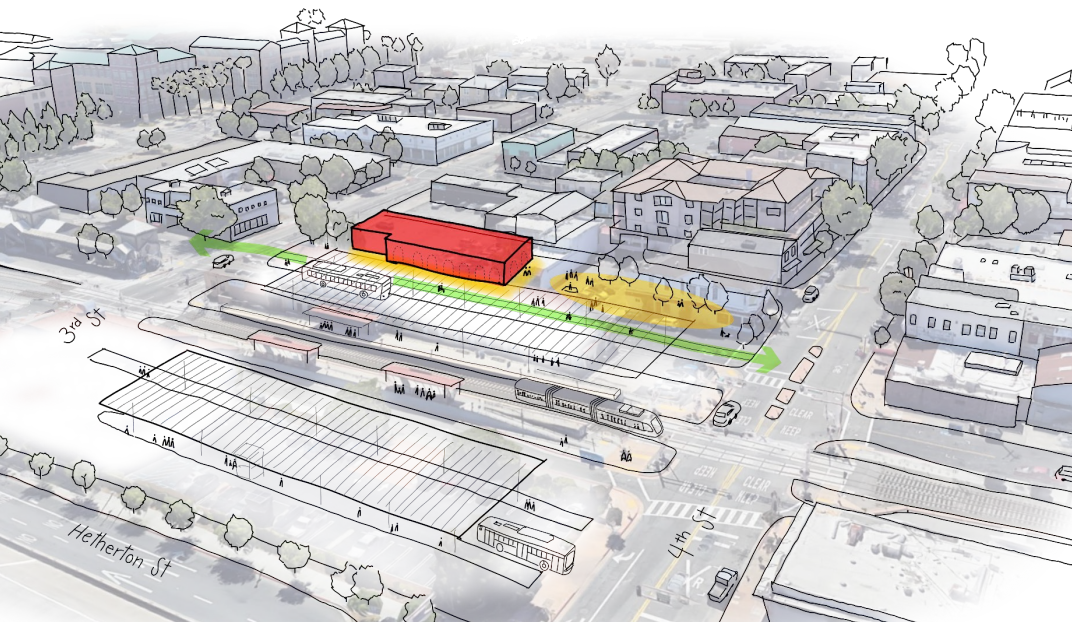
Keychain





## CDAG Meeting #2: Define “Big Moves” and Design Character

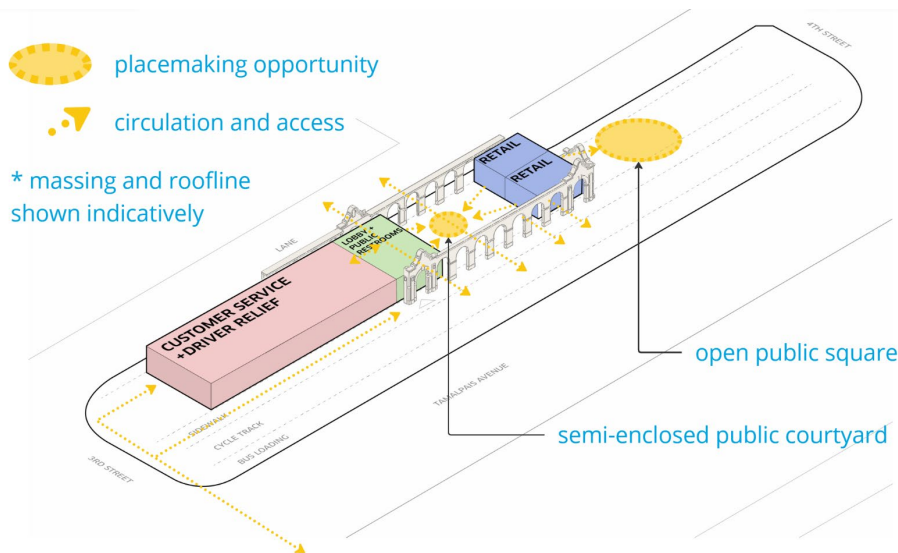
- Position of the Customer Service Building & Plaza
- Scale and strategy for bus canopy east of SMART tracks
- Look and feel of plaza
- Incorporation of elements from Northwestern Pacific Railroad Depot





## CDAG Meeting #3: Design Options

- Approach to incorporating historic elements from the Northwestern Pacific Railroad Depot
- Opportunities to create a sense of place
- Building and plaza design options
- Bus shelter style and materials





## CDAG Meeting #4: Review Design Concepts





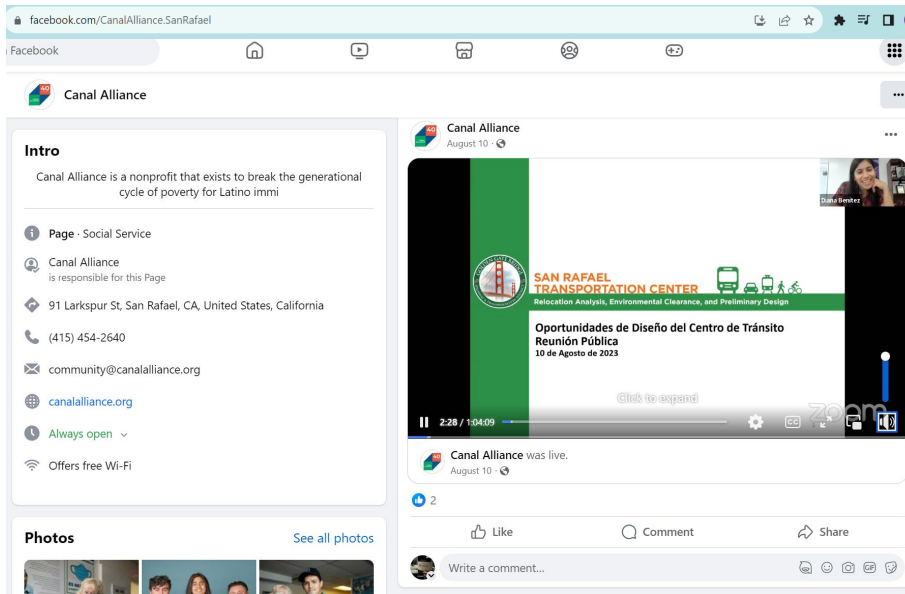
## Public Open Houses – August 15 and Dec. 6, 2023



- 50+ participants at each session
- Excitement and support for the project
- Feedback was largely aligned with CDAG



## Canal Alliance Facebook Live Events - August 10 and November 30, 2023



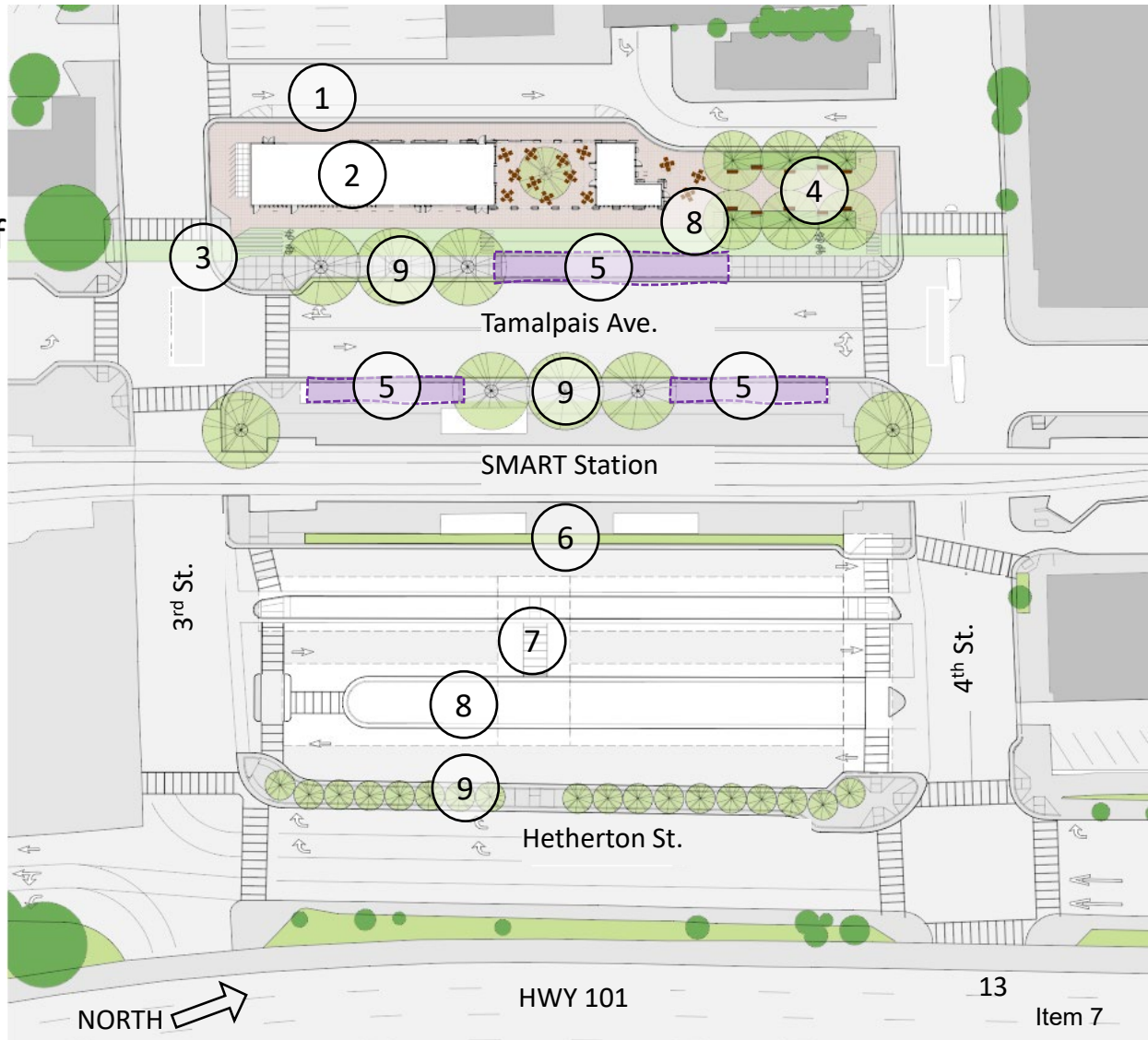
<https://www.facebook.com/CanalAlliance.SanRafael>

- Participants were interested in amenities related to safety/security, restrooms, greenery, tables and chairs, space for family/friend gatherings
- Strong alignment with CDAG interests



## Overall Project Features

1. Passenger pickup / drop off
2. Customer Service Building on Tamalpais Ave.
3. Two-way bike lane
4. Plaza at Tamalpais Ave. & 3<sup>rd</sup> St.
5. Bus shelters and trees on Tamalpais Ave.
6. Plantings next to SMART station
7. Large bus canopy between Hetherton and SMART station
8. Security kiosks
9. Street trees

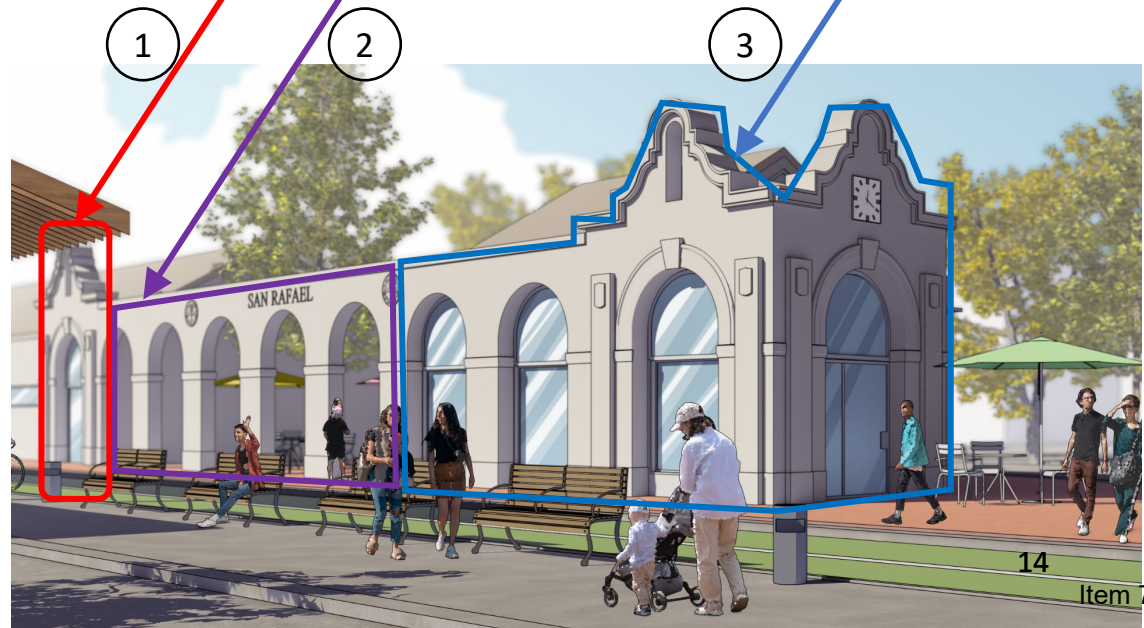




# Preserving Heritage Elements to Maintain a Sense of History from the Early Railroad Days

## East Side of the Northwest Pacific Depot / Customer Service Building

1. The original 1929 Depot entry will become the main entry to the new public lobby
2. The original 1929 “arcade” will become the edge of a new public courtyard
3. The Railroad filled in this part of the “arcade” in 1951. This wall will house a new café/retail space





## Preliminary Design Rendering



View of the Plaza from 4th St., Looking South



# SAN RAFAEL TRANSPORTATION CENTER

Relocation Analysis, Environmental Clearance, and Preliminary Design



## Preliminary Design Rendering



**View of the Customer Service Building from Tamalpais Ave., Looking South**



## Preliminary Design Rendering



View of the Bus Canopy from Hetherton at 4th Street



## Key Ongoing Coordination Topics

- Ownership of Tamalpais Avenue (City of San Rafael)
- North-South Greenway Configuration (City)
- Design Review Process (City)
- Street crossing design (California Public Utilities Commission, City, SMART, Marin Transit)
- Bus Bay Configuration (Marin Transit)
- Cultural Resources Analysis (FTA, City)



## Next Steps

- Presentations to City Council and Marin Transit Board (early-2024)
- Conclude preliminary engineering (mid-2024)
- Obtain NEPA Clearance (TBD)
- Begin ROW procurement (after NEPA clearance)
- District to procure Final Design contract (2024)



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#### **Maribeth Bushey**

Director  
City of San Rafael

#### **Fred Casissa**

Alternate  
Town of Corte Madera

January 8, 2024

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

### **Subject: Fare Collection Study Update**

Dear Board Members:

### **Recommendation**

Discussion item.

### **Summary**

District staff is approaching completion of a comprehensive Fare Collection Study which is evaluating options to replace Marin Transit's fareboxes in order to continue to accept cash while also leveraging the new offerings from Clipper 2.0, which is expected to launch in mid-late 2024. The project is also looking at different passenger counting alternatives to allow for Federal Transit Administration National Transit Database (FTA NTD) reporting and to capture service planning data.

This memo summarizes findings from the rider survey conducted in Fall 2023 and draft recommendations for technology for discussion. Fare policy recommendations are still in process. Staff anticipates making final recommendations for the Fare Study next month.

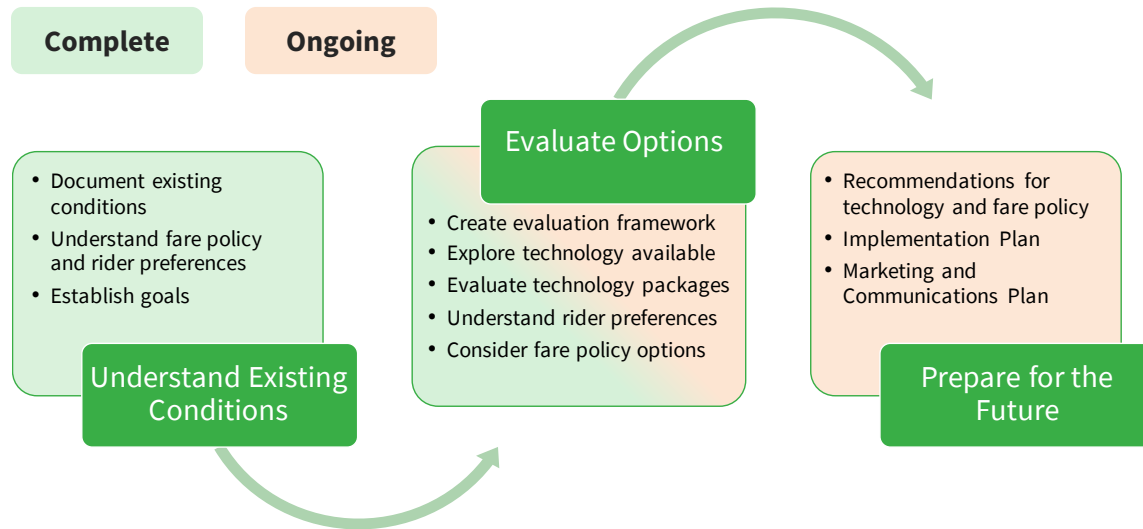
### **Background**

The purpose of the Fare Collection Study is to answer the following key questions: What equipment should Marin Transit use in the future to support cash payments and passenger counting, and should Marin Transit make any changes to fare policy in response to changes in the fare collection system technology or to address equity? Key goals for the fare system that serve as the foundation for the evaluation framework are as follows:

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

The Study has three phases, illustrated in the figure below. Currently, the team is in the second Phase. Additional background on the study can be found in prior Board items (September – December).

Figure 1 Fare Collection Study Phases



## Discussion

### Rider Survey

Staff completed a rider survey in September-October which solicited rider input on payment preferences, access to payment options, and willingness and barriers to using Clipper. The intent of this effort was to inform Fare Study recommendations and the marketing plan for Clipper 2.0.

The survey instrument is included as Attachment A. The survey was promoted via events, in-person engagement at bus stops/stations, the website, e-blasts, partner agency communications, posters and A-frames at bus stops/stations, and postcards.

Over 700 people responded to the survey, including over 100 in Spanish (15% of responses). The survey respondents were fairly diverse demographically in terms of race, income, and age<sup>1</sup>, and were more representative of our ridership than of Marin County as a whole, however they were still not a perfect reflection of Marin Transit rider demographics. To ensure the team interpreted results in accordance with representing our ridership, the project team analyzed results for sub-groups (low-income, primarily cash users, minorities, regular Marin Transit riders) as well as the respondents as a whole.

Key takeaways from the survey effort are as follows:

- When asked how they usually pay for everyday items, a higher share of low-income and minority respondents selected cash compared to respondents overall, as expected.
- Most survey respondents indicated that they have access to one or multiple non-cash payment methods; this was true for those who primarily use cash and for low-income and minority respondents, though at a slightly lower rate than respondents overall.
  - More low-income/minority respondents have access to debit/credit cards and digital payment methods than anticipated, but riders are still using cash to pay for rides on Marin

<sup>1</sup> Note: Only 85-92% of survey respondents completed demographic questions.





Transit. This indicates that the barrier to Clipper use may not be having access to debit/credit cards as much as getting people to use them on the bus. The “open-loop” capability of Clipper 2.0 (use of debit/credit cards on the reader) is an opportunity that Marin Transit should leverage.

- As in past surveys, the ease and simplicity of cash continues to be the primary reason riders use cash to pay for transit and other everyday items. Making Clipper easier to use is a key strategy for increasing its usage.
- Low-income minorities indicated that lack of Clipper knowledge is also a key barrier to using Clipper; indicating that more targeted education/marketing/outreach is needed to increase Clipper usage among these vulnerable users.
- More riders than anticipated have access to Clipper cards than anticipated; this indicates that once the barriers to using Clipper on Marin Transit are removed by Clipper 2.0 (no risk of overcharging, quicker access to value loaded, and pass products available on Clipper), some current cash-paying riders may start using Clipper cards on Marin Transit.
- The majority of survey respondents indicated that they ride or transfer to other Bay Area transit agencies reinforcing the importance of the regional payment system. Especially given the new discounts (universal discounted transfers and 50% Clipper START discount) available under Clipper 2.0, educating our riders about Clipper’s financial benefits and helping them to get cards has the potential to save them money beyond our system.

These survey results will directly inform the marketing and engagement plan for Clipper 2.0 and other fare changes that result from this study. Additional lessons learned and recommendations pertaining to outreach methods are as follows:

- In-person outreach, especially at bus stops/stations, was most effective at reaching low-income minority groups and regular Marin Transit riders.
- Some people were not comfortable doing written surveys. Other complementary strategies must also be utilized to reach our core rider market, e.g. focus groups, in-person multilingual interviews, and leveraging relationships with non-profit/community partners.
- Effective and targeted multilingual education campaigns will be critical to reach low-income, minority, and cash riders.

To get Marin Transit riders to use Clipper, a multi-pronged strategy must be utilized, including:

- Expand the number of Clipper vending locations in Marin County. Many transit agency operators are concerned about this and more discussions are planned to address the issue directly in 2024.
- Lower the barriers to getting discounted Clipper cards and increase the incentives, in partnership with MTC and other operators, e.g:
  - Work with MTC to get “auto-enrollment” for Clipper START for low-income adults based on qualification for other low-income programs such as CalFresh;
  - Create more streamlined, easy, and consistent processes for all discounted Clipper cards;



- Hold outreach events that allow people to complete paperwork and get a discounted Clipper card same day; and/or
- Consider deeper discounts for Clipper START riders (low-income adults).

Marin Transit can also offer deeper discounts for Clipper riders. Marin Transit will seek to take advantage of any/all outreach and marketing done by MTC, partnerships with other Marin and Sonoma County operators, and will create our own marketing/engagement plan for the transition.

### Technology Recommendations

As presented last month, the team evaluated three technology alternatives that can meet Marin Transit’s needs: Drop Farebox with Passenger Counts, Registering Farebox, Validating Farebox. Clipper is assumed as a baseline in all three packages; the equipment included in these packages will complement Clipper readers on the bus.

Staff has completed the technology evaluation, and the draft recommendation is as follows:

Components	Recommended Alternative. 1: Drop Farebox w/ Tally + APCs	Cost Range
<b>Farebox</b>	Drop Farebox	\$260,000 - \$370,000
<b>Ridership Counting Mechanism (for NTD)</b>	Via Automated Passenger Counters (APCs)	\$300,000 - \$945,000
<b>Rider Segment Counting Mechanism</b>	Via driver tally (separate tablet)	N/A (included in CAD/AVL system) <sup>2</sup>

The simple cash Drop Fareboxes are recommended for the following reasons:

- Do not offer unnecessary capabilities that would duplicate Clipper
- Have a much longer useful life than current fareboxes
- Are significantly less expensive up front and have low associated O&M costs compared to validating fareboxes which are estimated at \$1.4 – \$2 million up front, over 5x more expensive
- Are less prone to failures that can impact operations and collection of fares
- Are aligned with transit industry and overall payment trends focusing on electronic fare payment options and reducing cash collected on board

For ridership counting, Automated Passenger Counters (APCs) are recommended for the following reasons:

- Provide the most accurate for ridership counting with boardings/alightings by stop
- Provide National Transit Database (NTD) required reporting with certification
- Provide a more robust data set for analytics
- Are in step with the industry trend towards APCs for ridership reporting

<sup>2</sup> Computer-Automated Dispatch/Automated Vehicle Locator system, responsible for all onboard system integration.



- Can provide real time load/crowding information
- Provide a single stream for ridership counts, rather than needing to consolidate multiple streams of fare payment data

Some Marin Transit buses are already equipped with APCs. The team is currently assessing the existing APCs to determine the procurement path – thus the large range of costs included in the table above (\$300,000-\$945,000). The team will have more specific information for the Board before any procurement recommendations are made.

Rider segment tallying (rider type – senior/youth/etc., bicycles, wheelchairs, etc.) will be done by drivers via an existing tablet provided by the CAD/AVL system. This mimics current practice where drivers tally via a tablet on the GFI farebox.

### **Phasing**

Staff does not recommend moving forward with the transition to Drop Fareboxes immediately. The GFI fareboxes should have another 1-2 years of life (support for them ends in 2025). Staff recommends the following phased implementation plan:

- Step 1 – assess current APCs – late 2023/early 2024
  - Procure new software or hardware based on findings
- Step 2 – transition to rider segment counting via tablet - 2024
  - Through CAD/AVL vendor
- Step 3 – Remove GFI fareboxes and transition to Drop Farebox – 2025-2026
  - Procurement anticipated 2025

### **Next Steps**

The project team is finalizing the cost estimates, phasing plans, and fare policy and fare product recommendations for the Fare Study and will present final recommendations for action next month.

### **Fiscal Impact**

No fiscal impact.

Respectfully Submitted,

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

Cathleen Sullivan  
Director of Planning

**Attachment A:** Fare Collection Study Update Presentation



# Fare Collection Study

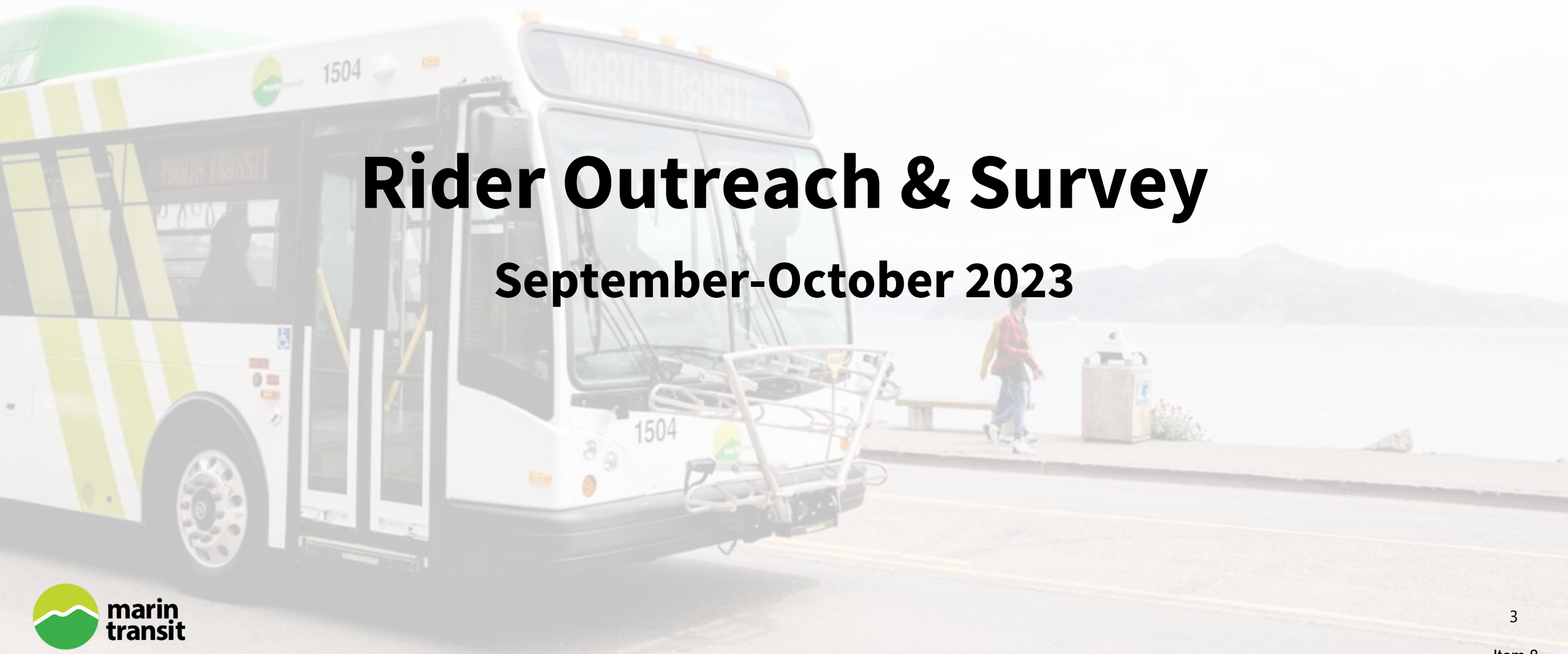
JANUARY BOARD UPDATE

January 8, 2024



# Agenda

- 01** Rider Outreach and Survey
- 02** Draft Technology Recommendations
- 03** Next Steps



# **Rider Outreach & Survey**

## **September-October 2023**

# Outreach Overview

The goals of outreach were to:

- Engage diverse cross-section of the community with a focus on transit riders who prefer to use cash, are low-income and/or minority
- Inform the community that changes are coming to fare collection
- Educate and answer general questions about the purpose and timeline for changes to fare collection and Clipper
- Understand rider payment preferences
- Inform decisions about fare collection technology and policy changes

# Survey Overview and Promotion

- Launched a survey to understand riders' payment preferences, access to payment options, and willingness to use/barriers to use of Clipper
  - Online survey was open September 22 – October 27, 2023
  - Promoted through posters, A-frames, postcards, Marin Transit website and e-blast, digital content distributed through Board, community organizations, and partner agencies
  - Collected survey in person at San Rafael Transit Center, Marin City Transit Hub, in the Canal District, and at public events.
- Survey, collateral, and website information was provided in English, Spanish, Chinese and Vietnamese.

**Are you a  
Marin Transit  
rider?**



**Please take our  
brief survey!**



As we begin planning for a new fare collection system, your input will help us better understand your payment preferences.

For more information or assistance, visit [marintransit.org/farestudy](https://marintransit.org/farestudy) or call **415-226-0855**.

Scan me! Surveys completed by October 27 will be entered to win \$50 in transit fare.





# Outreach in numbers

**10**

**In-person outreach shifts at**  
transit centers  
bus stops  
public events

**2,500**

postcards

**4**

A-frames

**721**

**Survey respondents**  
148 in-person and 574 online  
611 English  
108 Spanish  
1 Vietnamese & 1 Chinese

**180**

printed surveys

**50**

posters



# Key take-aways from Survey

- Low-income and minority riders rely on cash more than others, as expected
  - The main reason is that cash is simple and easy
  - Followed by cash helps with budgeting
- Most riders who indicated a preference to pay with cash also have access to debit/credit cards and other electronic payment methods
  - Opportunity for “open-loop” capability in Clipper 2.0
- More low-income and minority riders appear to have access to a Clipper card than anticipated; but are not using it on Marin Transit
- Biggest challenge of transitioning people away from cash will be overcoming the simplicity and habit of using cash



# Draft Technology Recommendation

# DRAFT Technology Recommendation

Components	Recommended Alternative 1: Drop Farebox w/ Tally + APCs	Cost Range
Farebox	Drop Farebox	\$260,000 - \$370,000
Ridership Counting Mechanism (for NTD)	Via Automated Passenger Counters (APCs)	\$300,000 - \$945,000*
Rider Segment Counting Mechanism	Via driver tally (separate tablet)	N/A (included in CAD/AVL system)

\*Depending on functionality assessment of existing APC system

# Why Drop Fareboxes for cash fare collection?

Compared to validating fareboxes, Drop Fareboxes:

- Don't offer unnecessary capabilities that would duplicate Clipper
- Have a much longer useful life than current fareboxes
- Are low cost up front and have low associated O&M costs
- Are less prone to failures that can impact operations and collection of fares
- Are aligned with transit industry and overall payment trends focusing on electronic fare payment options and reducing cash collected on board



# Why APCs for ridership reporting?

Compared to alternatives, APCs:

- Provide the most accurate for ridership counting with boardings/alightings by stop
- Provide NTD reporting with certification
- Provide a more robust data set for analytics
- Are in step with the current trend towards APCs for ridership reporting
- Can provide real time load/crowding information
- Provide a single stream for ridership counts, rather than needing to consolidate multiple streams of fare payment data
  - Currently relying on multiple streams of data from driver tallies, farebox, Clipper

# Phase implementation

- Keep GFI Fareboxes through 2025
- Step 1 – assess current APCs – late 2023/early 2024
  - Procure new software or hardware based on findings
- Step 2 – transition to rider segment counting via tablet - 2024
  - Through CAD/AVL vendor
- Step 3 – Remove GFI fareboxes and transition to Drop Farebox – 2025-2026
  - Procurement anticipated 2025

# Thank you

CONTACT

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